

**APPLICATION/APPEAL FORM**

[For Completion by All Applicants]

Date MARCH 29, 2020

TO: ZONING BOARD OF ADJUSTMENT  
CERRO GORDO COUNTY, IOWA

I (WE), WILLIAM AND LORI WREGHITT  
(NAME)

OF 2239 245TH STREET, VENTURA, IOWA 50482  
(MAILING ADDRESS)

respectfully request that a determination be made by the Board of Adjustment on this Application/Appeal based on the letter written by the Zoning Administrator dated MARCH 24, 2020 for the reason that it was a matter which, in his/her opinion, should come before the Board of Adjustment.

This Application/Appeal is: (Please Check One)

- A Variance to a Zoning District requirement where there are unusual conditions or circumstances which cause a hardship when the provisions of Zoning are strictly applied.
- A Special Use listed in Article 20.2 of the Zoning Ordinance upon which the Board is required to act under the Ordinance.
- An Appeal where it is alleged there is error in any order, requirement, decision or determination made by the Zoning Administrator in the enforcement of the Zoning Ordinance.

The property affected is located in Section 20 of CLEAR LAKE Township.

The property affected is zoned R-3 according to the Cerro Gordo County Zoning

District Maps. Legal description of the property is: LOTS 7, 8, 9, 10 BLOCK 5 VENTURA HEIGHTS AND LAKE FRONT DESC. AS W. 1/2 OF 30' WIDE ROADWAY EXTENSION OF BITTERSWEET AVE. LYING BETWEEN BLOCKS 5 AND BLOCK 8 AND ALSO N 1/2 W 1/2 VAC, BITTERSWEET AVENUE. PARCEL NUMBER 052030601800

RECEIVED  
MAY 15 1964  
U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535

- 1. [Illegible]
- 2. [Illegible]
- 3. [Illegible]
- 4. [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

I am the  Owner  Contract Purchaser  Other (Explain) \_\_\_\_\_  
\_\_\_\_\_ of the property affected.

Describe what you are proposing to do on the property affected.

WE PROPOSE TO DEMOLISH THE OLD GARAGE, WHICH STANDS ON THE EXACT SITE REJECTED BY ZONING ADMINISTRATION. WE FURTHER <sup>PROPOSE</sup> TO CONSTRUCT A NEW GARAGE UPON THE OLD GARAGE FOUNDATION, AND EXTEND THE FRONT OF THE GARAGE BY 8 FEET.

I (We) grant permission to the Planning & Zoning staff and Board of Adjustment members to enter onto the above described property for purposes of review.

I (We) further state that if this request is granted, I (We) will proceed with the actual construction in accordance with the purposes herein stated and any conditions and/or requirements the Board of Adjustment may stipulate.

Signature of Applicant William Wreghitt Leri Wreghitt

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**OFFICE USE ONLY**

Date Filed 4/1/20 Case Number 20-  
Date Set for Hearing 4/28/20 Fee Paid \$200  
Application/Appeal was  Granted  Denied  Tabled



**VARIANCE CRITERIA SUPPLEMENTAL INFORMATION**

Cerro Gordo County Zoning Board of Adjustment

[For completion by Variance Applicants Only]

This attachment is intended to supplement the Appeal to the Board of Adjustment Application for requests for variances. This attachment shall be submitted as a part of and attached to the Appeal Application and serve to enable the Board to make fair and equitable decisions. Failure to complete this form in its entirety may result in postponing the request until adequate information is submitted.

The Board of Adjustment shall authorize upon appeal, in specific cases, such variance from the terms of the Ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the Ordinance will result in unnecessary hardship, and so that the spirit of the Ordinance shall be observed and substantial justice done.

The Applicant shall be held responsible to provide adequate evidence that the literal enforcement of the Ordinance will result in unnecessary hardship. "Hardship" as used in connection with the granting of a variance means the property in question cannot be put to a reasonable use if used under the conditions allowed by the provisions of the Ordinance, the plight of the landowner is due to circumstances unique to his property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

The Board shall ensure that their decision shall not be contrary to the public interest, that the spirit of the Ordinance shall be observed, and substantial justice done.

Applicant(s) WILLIAM AND LORI WREGHITT

Type of Variance Requested VARIANCE TO A ZONING DISTRICT REQUIREMENT

1. The land in question cannot yield a reasonable use for the following reasons:

EXISTING GARAGE DOESN'T COMPLY WITH R-3 ZONING. WE PROPOSE TO REBUILD THE GARAGE USING THE OLD FOUNDATION. DENIAL CAUSES US TO BE UNABLE TO UPGRADE OUR PROPERTY, DENYING US REASONABLE USE.

2. What is unique about this property compared to other properties in the vicinity?

BECAUSE OF THE LAYOUT AND SLOPE OF OUR LOT, ROAD ACCESS IS ONLY AVAILABLE AT NORTH END OF LOT 7, WHERE THE GARAGE AND DRIVEWAY LIE, COMPLETELY IN LOT 7. REMOVAL OF GARAGE TO A DIFFERENT LOCATION WILL CAUSE HARDSHIP DUE TO INTERFERENCE WITH OUR WELL UTILITY (PROPANE TANK) AND LARGE SHADE TREE.

THESE ARE THE TERMS AND CONDITIONS OF THE SALE OF THE GOODS SHOWN IN THE ADVERTISEMENT AND THE BUYER ACCEPTS THEM BY PURCHASING THE GOODS. THE BUYER AGREES TO TAKE THE GOODS AS THEY ARE AND TO ACCEPT ANY DEFECTS OR DAMAGES WHICH MAY BE FOUND THEREON. THE BUYER AGREES TO PAY THE FULL PRICE OF THE GOODS AT THE TIME OF PURCHASE AND TO ACCEPT DELIVERY OF THE GOODS AT THE PLACE AND TIME SPECIFIED IN THE ADVERTISEMENT. THE BUYER AGREES TO HOLD THE SELLER HARMLESS FROM ALL CLAIMS AND DAMAGES WHICH MAY BE ASSERTED AGAINST THE SELLER BY ANY THIRD PARTY AS A RESULT OF THE BUYER'S USE OF THE GOODS.

THE SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE GOODS OR THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE. THE SELLER DOES NOT WARRANT THAT THE GOODS WILL BE FREE FROM DEFECTS OR DAMAGES OF ANY KIND. THE SELLER DOES NOT WARRANT THAT THE GOODS WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE. THE SELLER DOES NOT WARRANT THAT THE GOODS WILL BE FREE FROM DEFECTS OR DAMAGES OF ANY KIND.

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3. Explain how the variance will fit in with the character of the area (i.e., size, height, scale, etc.):

WE PROPOSE TO BUILD THE NEW GARAGE ON THE EXISTING FOUNDATION, RAISING THE HEIGHT 2 FEET TO ACCOMMODATE A STANDARD DOOR. WIDTH WILL BE THE SAME. WE PROPOSE TO EXTEND FRONT 8' TO ENLARGE, THE GARAGE WILL BE VERY SIMILAR TO OLD GARAGE SLIGHTLY LONGER AND TALLER.

4. The need for the variance cannot be attributed to the present or past property owner for the following reasons:

THE PRESENT GARAGE IS AN OLD STRUCTURE, LIKELY BUILT BEFORE ZONING LAWS WERE ENACTED. IT WAS LIKELY GRANDFATHERED IN AND ALLOWED WHEN ZONING WAS ENACTED. THE EXISTING GARAGE IS JUST LIKE IT WAS WHEN WE BOUGHT THE PROPERTY

5. The Zoning Ordinance requirements have resulted in a need for a variance for the following reasons:

DUE TO THE UNIQUE CHARACTERISTICS OF OUR LOT AND THE WAY THE ROAD ACCESS AND DRIVEWAY IS SITUATED, THE ONLY PRACTICAL LOCATION FOR A NEW GARAGE IS ON THE OLD GARAGE LOCATION, UTILIZING THE OLD FOUNDATION,

6. The variance is in accord with the purposes and intent of the Zoning Ordinance and Comprehensive Plan for the following reasons:

BECAUSE THE OLD STRUCTURE WAS ALLOWED TO REMAIN AFTER ZONING WAS ENACTED, AND WE PROPOSE TO BUILD ON THE SAME SPOT USING THE SAME FOUNDATION, A VARIANCE COULD BE JUSTIFIED,

7. The variance will not impair the public health, safety and general welfare of the residents of the County for the following reasons:

(1) PROPERTY AND NEIGHBORHOOD IMPROVEMENT - REMOVAL OF AN EYE SORE, BARELY USABLE BUILDING, (2) CONSTRUCTION WILL BE SIMILAR TO DIMENSION OF EXISTING - SLIGHTLY LARGER, (3) WE HAVE THE ACQUIESCENCE AND AGREEMENT OF THE ADJOINING LANDOWNER, ROBERT FISCHER, ROCKFORD, IA

William Wiegand Lorin Wiegand certify that

*all of the above statements are true to the best of my knowledge and belief.*

MEMORANDUM FOR THE RECORD  
SUBJECT: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

Case No. 20-29  
William and Lori Wreghitt (2239 245<sup>th</sup> Street)

*Figure 1*  
Looking at the existing garage



April 14, 2020

*Figure 2*  
Looking westerly along the front side of the existing garage



April 14, 2020

**Figure 3**  
Looking northerly along the west side lot line



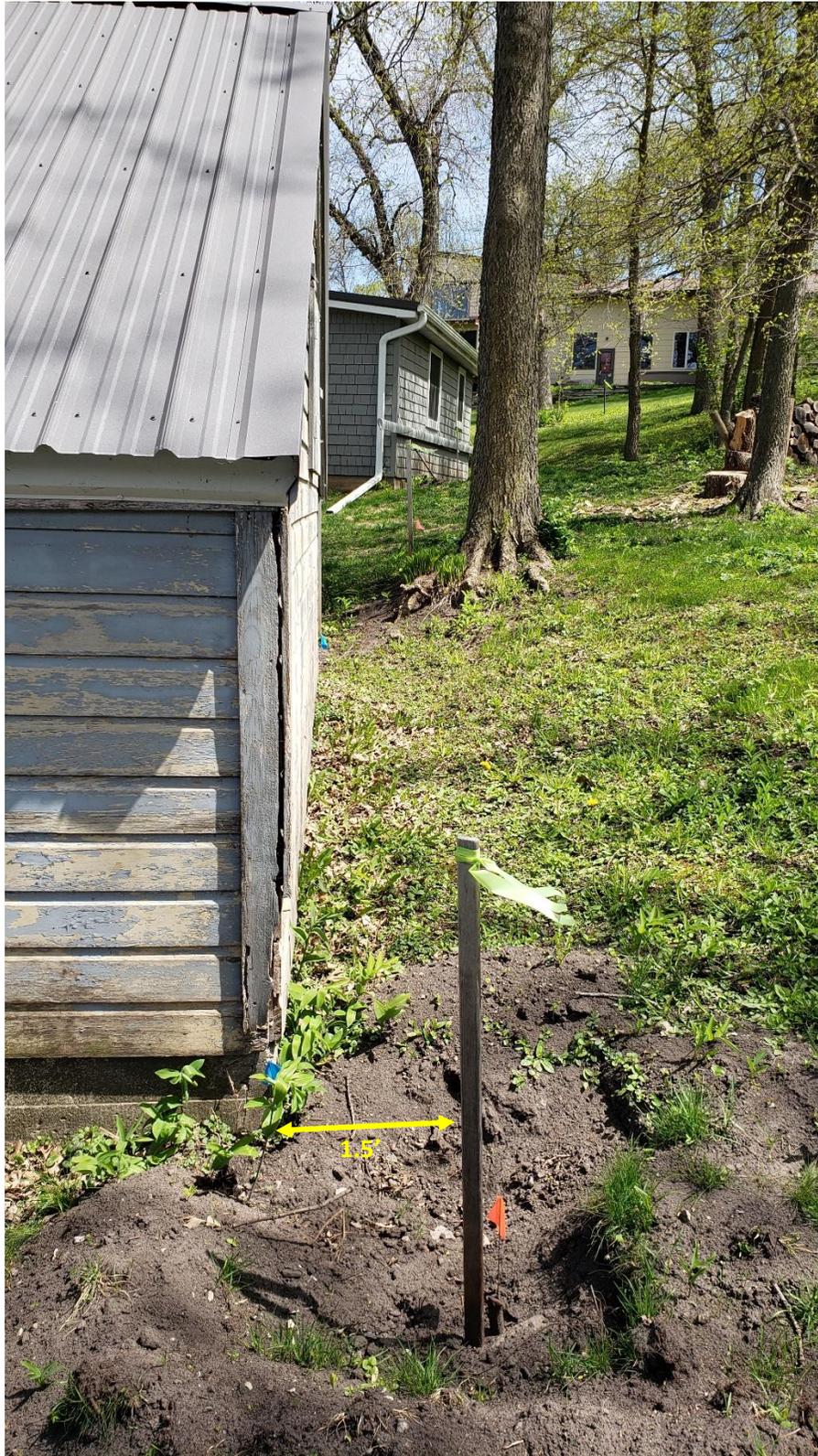
May 12, 2020

**Figure 4**  
Looking westerly along the rear lot line



May 12, 2020

**Figure 5**  
Looking easterly along the rear lot line



May 12, 2020

**Figure 6**

Looking at the adjacent lot to the north of the Wreghitt's property



April 14, 2020, J. Robbins

**Figure 7**

Looking at the steep grade of the Wreghitt's property



April 14, 2020, J. Robbins

**Figure 8**

Looking at the yard between the house and the lake



April 14, 2020, J. Robbins

**Figure 9**

Looking at the propane tank for home heating



April 14, 2020, J. Robbins



# CERRO GORDO COUNTY DEPARTMENT OF PUBLIC HEALTH

2570 4<sup>th</sup> St SW, Suite 1  
Mason City, IA 50401

Phone: 641-421-9300  
Fax: 641-421-9351

Website: [cghealth.com](http://cghealth.com)

## PUBLIC HEALTH

## Well Site Evaluation

Any changes to this site plan must be approved by the Cerro Gordo County Department of Public Health before proceeding.

Date: **August 21, 2019, September 4, 2019, September 23, 2019**

Owner Name: **William and Lori Wreghitt**

Site Address: **2239 245<sup>th</sup> Street** City: **Ventura** State: **IA** Zip: **50482**

Township: **Clear Lake** Section: **20**

County Permit #: **17W-1009-19** PWTS #: **2208799** State Permit #: **53853**

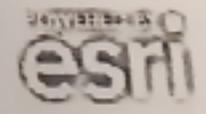
Latitude: **43.1183738708496** Longitude: **-93.4727401733398**

Persons present at evaluation: **Lori Wreghitt**

Notes: **The existing well must be properly plugged upon completion of the new well.**



PROPOSED ADDITION TO EXISTING GARAGE AT 2239 245TH ST. VENTURA HEIGHTS, OWNED BY WILLIAM AND LORI WREGHITT. EXISTING GARAGE IS 16' 2" WIDE, 20' 2" LONG. ADDITION WOULD ADD 8' TO LENGTH, WIDTH SAME.





h ST.

39.21

36.04

35

76.2

75.6

3' TO LOT LINE

PROPOSED 8' X 16' ADDITION

6

052030601400

052030601800

39.25

26.43

EXIST. HOUSE

8

14'6" 10'  
36'3" 46'3"  
24'6"

HOUSE

10

6

18' TO SOUTH LINE

5

2' TO LOT LINE

3' TO LINE

4' TO LINE

00900

13

052030801100

2' TO WEST LINE

12

052030801900

11

052032601900

750

052032602700

1

40

39.2

20 m

Full Address  
Property De  
VENTURA H  
W1/2 OF 30  
BITTERS W  
& ALSO N1

Zoom to



**245TH ST**

Clear Lake

20