



The Columbia Board of Zoning Appeals will meet on Thursday, September 12, 2024 at 9:00 AM in Council Chambers on the basement level of City Hall, 700 N. Garden Street, to consider the following:

- I. Roll Call
- II. Approval of Minutes
- III. Old Business
- IV. New Business
 - 1. Request from UrbanOrder/Tampa for a variance request concerning Table 4.3.1-I, Private Landscaping and Fencing, at [811 Mayberry Springs Road](#).
 - 2. Request from Pike Legal for extension of a deadline to terminate activity related to Conditional Use approval for a temporary wireless communications facility located at [1616 Harley Davidson Road](#).
 - 3. Request from L. Bruce Peden for Appeal of an Administrative Decision for 200 Stewart Street concerning Zoning Ordinance 4400 Section 1.22.2F, Table 4.3.9.A-1 and Section 4.3.9.E.6.(ah).
 - 4. Request from L. Bruce Peden for Appeal of an Administrative Decision for 623 Crestland Drive concerning Zoning Ordinance 4400 Section 1.22.2F, Table 4.3.9.A-1 and Section 4.3.9.E.6.(ah).
- V. Other Business
- VI. Adjourn

Anyone requesting accommodations due to disabilities should contact the City's ADA Coordinator at 931-560-1570 prior to the meeting.

The 2024 meeting schedule can be found on the City of Columbia Board of Zoning Appeals webpage.

For other questions, please contact the Department of Development Services at 931-560-1560.

City of Columbia
BOARD OF ZONING APPEALS
August 15, 2024

CALL TO ORDER:

Chairman Jimmy Dugger called the August meeting of the Board of Zoning Appeals for the City of Columbia to order at 9:02 a.m. The meeting was held in the Council Chambers at City Hall.

I.ROLL CALL:

Quorum present and included the following:

Present were: Mr. Eddie Ables
 Mr. Jimmy Campbell
 Mr. Jimmy Dugger
 Ms. Kristi Martin

Absent was: Mr. George Vrailas

Other attendees: Mr. Robert Archibald, Planner II
 Mr. Kevin McCarthy, City Planner
 Mrs. Melissa Sanders, Planner I

II. APPROVAL OF MINUTES:

The June minutes were presented for approval. Mr. Campbell moved to approve the minutes, with Mr. Ables seconding. The motion to approve the minutes passed four to zero.

III. OLD BUSINESS:

There was no old business to discuss.

IV. NEW BUSINESS:

Case #22-0183

Request from Vulcan Land Inc. for extension of a deadline for completion of improvements related to Conditional Use approval permitting the expansion of an existing extractive use (mining) at Tax Map 66 Parcel 22.025 and 20.26.

Staff Review:

Mr. McCarthy, City Planner, gave the details of the staff report. The applicant has had typical delays with the project. Staff recommendation is to approve an extension for six months as a deadline, and to authorize the City Engineer and the Zoning Administrator

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to grant further extension up to a year. This is only if the delay is due to not being able to obtain materials. If there are any other reasons for delays the applicant would have to come before this Commission.

Discussion and Motion:

Madison Haynes, Attorney for Vulcan; Carol Landrum, Community and Government Relations Manager; and Brent Goodsall, President of the Central Division of Vulcan, were present to answer questions. The discussion included updating what's been done, traffic signal delay, completion date, construction, control box, and using an outside manufacture. Ms. Martin discussed language used in the staff report, specifically being accountable to commitment. Mr. McCarthy discussed a Feb. 28, 2025 deadline. Ms. Haynes stated that the manufacture is the delay, and they have TDOT's approval. Mr. Ables inquired about the road not being used until the traffic signal is installed. Mr. Goodsall stated that is correct. Mr. McCarthy will confirm with the City Engineer. Mr. Ables moved to approve, and Mr. Campbell seconded the motion. The motion to approve passed four to zero. Mr. McCarthy asked to clarify that the motion that was made was to reset the deadline of Feb. 28, 2025 as the deadline, and to authorize Mr. McCarthy to extend that up to July 2025. Mr. Ables stated yes.

V. OTHER BUSINESS:

Mr. McCarthy discussed education, and working with the county. He plans to have two-hour segments on September 23rd. The first part will be legal update, the second part will be the City and the County different processes.

Mr. Dugger stated that the Power of 10 is coming up, and he inquired about the fee. Mr. McCarthy stated that the City can cover the cost.

Mr. McCarthy stated that the Zoning Ordinance was discussed at the previous Planning Commission special meeting, and on the first Wednesday of September there will be a special voting session.

Mr. Dugger asked Mr. McCarthy to discuss the special study session that he attended. Mr. McCarthy gave the specifics of the meeting and processes.

V1. ADJOURNMENT:

Mr. Campbell moved to adjourn with Mr. Ables seconding. The motion to adjourn passed four to zero. The meeting adjourned at 9:37 a.m.

Board of Zoning Appeals, Chairman
Jimmy Dugger

Date

CONTACT INFORMATION

Robert Archibald, Planner II, rarchibald@columbiatn.com 931-560-1536

**DOCKET/CASE/APPLICATION
NUMBER**

24-0356

APPLICANT/ PROPERTY OWNER
**Urban Order/Hoover Property Knoxville,
LLC**

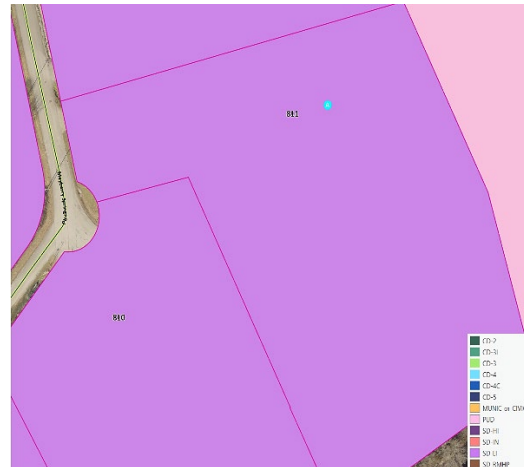
PUBLIC HEARING DATE
September 12, 2024

PROPERTY ADDRESS/LOCATION
811 Mayberry Springs Rd/

**REQUEST: Variance to allow the installation of an
8-foot privacy fence at sides and rear.**

The applicant requests a variance from the strict application of the City of Columbia Zoning Ordinance. Particularly, Article 4, Table 4.3.1-I of the Zoning Ordinance that requires fencing be installed at a maximum 4-ft height at Frontage.

Specifically, the applicant is requesting to install an 8-foot chain link fence with barb wire attached to the top (overall height of 10-foot) beginning at the front wall of the building and extending on the sides and rear of the property for increased safety and protection of the property and it's proposed use.



EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	Lot Size:
CD-3	Industrial	SD-LI	Fence Installation	10.08 +/- acres

STATUS OF REVIEW:

Staff received an application for Zoning Compliance review regarding a proposed fence installation at 811 Mayberry Springs Rd. The applicant is proposing installation of a 8-foot chain link fence with barb wire attached to outriggers at top of fencing establishing an overall height of 10-foot to begin at Frontage area (between a Building Façade and the vehicular lanes of a Thoroughfare, Mayberry Springs Rd.). This was noted by staff, and revisions were requested to meet the standards stated below. The applicant reviewed the criteria and supplied justification stating the need for additional security and protection of the assets supplied for the U.S. Dept. of Justice.

- Private Landscaping and Fencing requirements can be found in Zoning Ordinance 4400 Table 4.3.1-I. The requirements are as follows:
 - o *Height of fencing at ¹Frontage is restricted to 4-ft. maximum; otherwise 6-ft maximum height is allowed measured from average undisturbed grade of Adjacent property at property line.*

¹ Frontage: the area between a Building Facade and a Path, Passage, waterbody, Civic Space, or the curb (or if there is no curb, the edge) of the Vehicular Lanes of a Thoroughfare or Internal Drive having Vehicular Lanes, inclusive of the built and planted components of such area. Frontage is divided into Private Frontage and Public



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- *Only picket type fencing is allowed at Frontage*
- *Chain link and barbed wire is only allowed at sides and rear and only if not Adjacent to Residential use.*

REVIEW & ASSESSMENT:

8.5.16. L VARIANCE REQUIREMENTS

1. Standards:

The Board shall not grant a variance unless it makes findings based upon evidence presented to it as follows:

- a. That by reason of exceptional narrowness, shallowness, or shape of a particular piece of property at the time of enactment of this Ordinance, or by reason of exceptional topographic conditions or other exceptional and extraordinary situation or condition of such piece of property, the strict application of any regulation contained within this Ordinance would result in peculiar and exceptional practical difficulties to or exceptional or undue hardship upon the owner of such property.
- b. That the Variance is the minimum Variance necessary so as to relieve such difficulties or hardship and thereby make possible the reasonable use of the land, Building, or Structure.
- c. That the Variance will not authorize uses or activities in the applicable District other than those permitted by this Ordinance.
- d. That financial returns alone shall not be considered as a basis for granting a Variance.
- e. That the granting of the Variance will not be substantially detrimental to the public good or substantially injurious to other property or improvements in the area in which the subject property is located, and will not substantially impair the intent and purpose of the general provisions of the City's zone plan and this Ordinance.
- f. That the proposed Variance will not impair an adequate supply of light and air to the adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety.
- g. That the alleged difficulty or hardship has not been caused or created by the act or omission of the applicant or any person having an interest in the property

2. Notwithstanding anything to the contrary contained or implied in Section 8.5.16.L.1, **none of the following shall be deemed or considered to be, or be considered in making a determination whether strict compliance with this Ordinance presents, a peculiar and exceptional practical difficulty** to or exceptional or undue hardship upon the owner of property:

- a. Pecuniary considerations
- b. Aesthetic considerations
- c. Historic Preservation
- d. Public good

Frontage. See Illustration 9.3.F-5 (Frontages and Lot or Building Site Lines), Table 5.2.2.G-1 (Thoroughfare & Internal Drive Assemblies and Standards), and Table 4.3.7.A (Private Frontage Types). Corner Lots and Building Sites have two Frontages, a Principal Frontage and a Secondary Frontage. See Illustration 9.3.F-4 (Principal Frontage and Secondary Frontage).



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- e. Over-compliance with other provisions of this Ordinance
 - f. Personal Situations
 - g. Proximity to inconsistent or incompatible Uses or Development
 - h. Other Variances that have been granted
 - i. Nonconformities
 - j. District boundaries
 - k. Conditional Uses or Uses Permitted Subject to Limited Use Standards; or
 - l. Deterioration of surrounding area
3. Neither any Nonconforming Use of neighboring lands, Structures, or Buildings in the same District, nor any non-permitted or Nonconforming Use of lands, Structures, or Building in other Districts shall be considered grounds for the issuance of a Variance.
4. Under no circumstances shall the Board of Zoning Appeals grant a Variance to allow a Use that is not permissible under this Ordinance in the applicable District, or any Use which is expressly or by implication prohibited by the terms of this Ordinance in said District.
5. The Board of Zoning Appeals may impose such conditions and restrictions upon the premises benefited by a Variance as may be necessary to comply with the provisions set out in Sections 8.5.16.L.1 above to reduce or minimize the injurious effect to such Variance upon surrounding property and better carry out the general intent of this Ordinance. The Board of Zoning Appeals may establish expiration dates as a condition or as a part of any Variances.
6. The additional requirements of Sections 8.5.16.L.6.a -.c following shall apply to all applications for approval of any Variance from the provisions of Section 6.12:
 - a. Each application for a Variance shall reflect the type of Structure(s) for which the Variance is sought, the size of such Structures, the approximate location upon the parcel and the intended use thereof.
 - b. Due to the extreme hazardous conditions within the floodway and the effect of obstructions to upstream Structures, no Variance shall be issued within the designated Floodway District which would result in any increase in flood levels during the regulatory flood discharge.
 - c. Any applicant to whom a Variance is granted shall be given notice that the proposed Structure will be located in the flood prone area, but the Structure will be permitted to be built with a lowest flood elevation of the number of feet approved by the Variance below the regulatory flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced first floor elevation, and all subsequent purchasers shall be notified in writing, and same shall be set out in any deed or other writing issued to subsequent purchasers, lessees, mortgagors or vendees.
7. Any person, including without limitation any agency of the City, who is aggrieved by a decision of the Board of Zoning Appeals on a Variance, may appeal by *certiorari* to a court of competent jurisdiction. The judgment and findings of the Board of Zoning Appeals on all questions of fact that may be involved in any appeal, cause, hearing or proceeding under this Ordinance shall be final and subject to review only for illegality or want of jurisdiction.

STAFF ANALYSIS:

Staff has reviewed this variance request in relation to section 8.5.16.L and finds the following:

The applicant has submitted justification by expressing the need for the higher fence height in relation to **an exceptional and extraordinary situation or condition of such piece of property**, being the expressed need for additional protective measures that would be provided with the additional protection of an 8-foot fence with outriggers containing barb wire in order to protect assets managed by the U.S. Dept. of Justice.

The materials of the proposed fencing meet the criteria outlined in *Article 4, Table 4.3.1-I*, being chain-link with barb wire on the sides and rear of the property. The height of 8-foot exceeds the maximum height of 6-foot in the applicable district. In addition, the placement at the Frontage does not meet the material standard or the maximum height standard of 4-foot.

The property at 811 Mayberry Springs Rd. is situated approx. 400 ft. from the Frontage. The proposed height of the fencing at the Frontage, although not meeting the standards for maximum height and materials standard, is not easily visible from the Frontage. The property is situated in an area where other industrial type uses surround the lot and Mayberry Springs Rd. comes to a dead-end just below this property.

PUBLIC NOTICE

Public notice was properly given with the item being advertised as part of the Board of Zoning Appeals agenda in *The Daily Herald* newspaper. Certified letters to this Public Hearing were mailed to adjoining property owners.

RECOMMENDATION:

Although an **exceptional and extraordinary situation or condition of such property** does exist based on the proposed use and the need for additional security measures needed by the property owner. It is a condition created solely by the applicant. **Staff cannot support the requested variance as the proposed fencing is unique to the use and the height and location does not meet the current standards as previously identified.**

Recommended Motion: **Staff declines to make a recommendation**

Motion [Approve]:

Move to find, based on the evidence presented by the applicant and the analysis provided by city staff, that all seven variance criteria listed in the City of Columbia Zoning Ordinance have been sufficiently and fully satisfied and grant the requested variance.

Motion [Deny]:

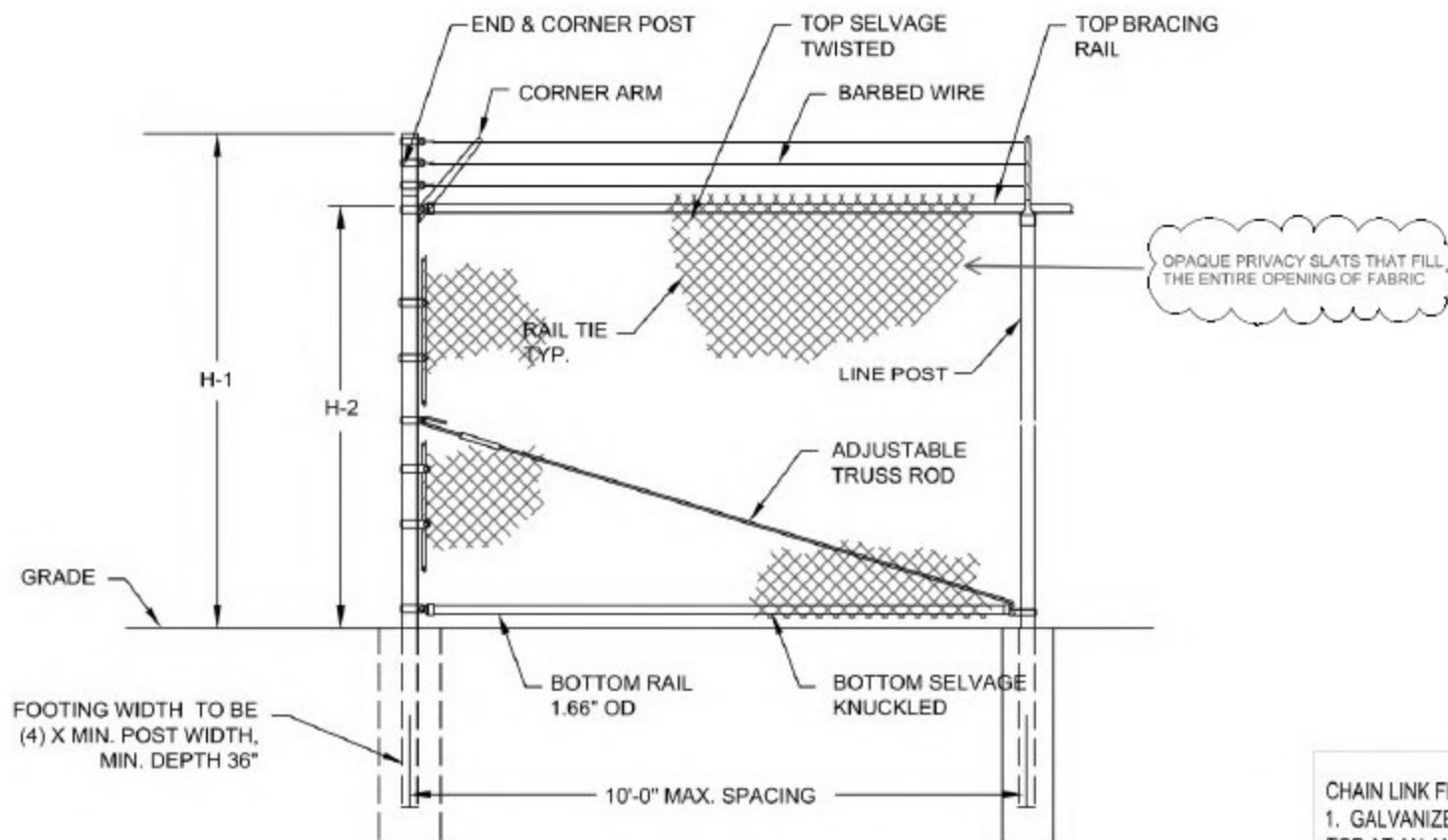
Move to deny the requested variance having found that the variance criteria listed in the City of Columbia Zoning Ordinance have not been sufficiently and fully satisfied.

Alternative Motion [Approve Subject to Conditions]:

Move to find that all seven variance criteria listed in the City of Columbia Zoning Ordinance have been sufficiently and fully satisfied and grant the requested variance subject to the following conditions: *[list conditions of approval]*.

Alternative Motion [Defer]:

Move to find that there is insufficient information to make a decision, continue the hearing, and request that the [applicant/staff] provide: *[list additional information]* for review at a future meeting.

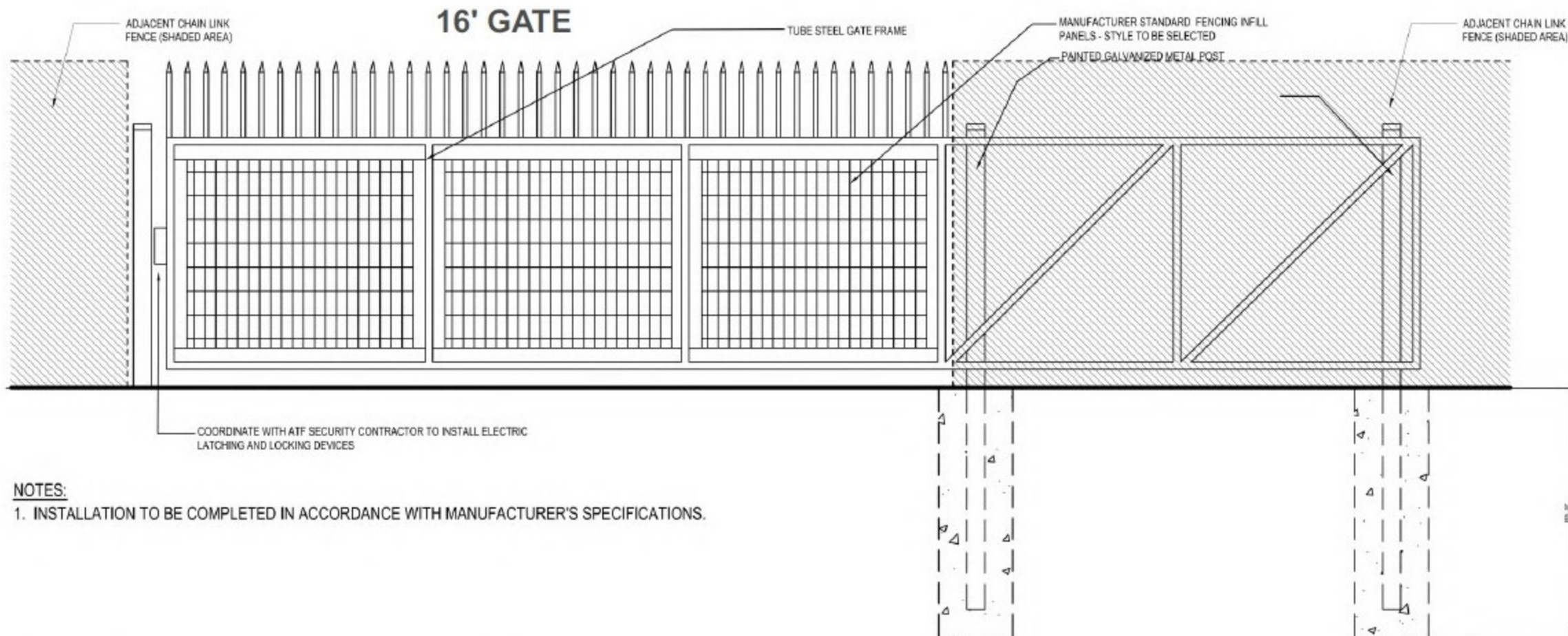


**TYPICAL CHAIN LINK FENCE SECTION ELEVATION
WITH TOP/BOTTOM RAIL & WITH BARBED WIRE**

FENCE HEIGHT	LINE POSTS	
	H-1 BAR LENGTH	H-2 HEIGHT ABOVE GRADE
10'-0"	10'-0"	8'-0"

CHAIN LINK FENCE:

1. GALVANIZED CHAIN LINK FENCING 8' HIGH WITH A 2-FOOT OUTRIGGER AT THE TOP AT AN ANGLE OF 45 DEGREES POINTING OUTWARD. THE BARBED WIRE SHALL BE EVENLY SPACED ON THE OUTRIGGERS. THREE STRANDS OF BARBED WIRE SHALL BE INSTALLED ON THE TOP OF THE FENCE.
2. CHAIN LINK FENCE FABRIC SHALL BE STEEL WIRE HELICALLY WOUND AND INTERWOVEN IN SUCH A MANNER AS TO PROVIDE A CONTINUOUS MESH WITHOUT KNOTS OR TIES EXCEPT IN THE FORM OF KNUCKLING OR TWISTING THE ENDS OF THE WIRES TO FORM THE DESIRED SELVAGE OF THE FABRIC. THE WIRE SHALL BE VINYL COATED CHAIN LINK FENCE FABRIC. THE COLOR OF VINYL IS BLACK. THE MESH SIZE SHALL BE 2-3/8". THE COATED STEEL WIRE IN THE CHAIN LINK FENCE SHALL BE 9 GAUGE. THE NOMINAL DIAMETER OF THE COATED WIRE SHALL BE 0.148". STANDARD PRIVACY SLATS ARE IN FABRIC.
3. THE CHAIN LINK FENCE SHALL HAVE AN UPPER AND LOWER RAIL. THE FENCE FRAMEWORK, TOP RAIL, LINE POSTS, TERMINAL POSTS SHALL BE A MINIMUM OF 15 GAUGE HOT DIPPED GALVANIZED PIPE. THE SPECIFICATION FOR GALVANIZED STEEL POSTS AND RAILS SHALL BE ASTM F 761-82.
4. FENCE SHALL CARRY A MINIMUM 15-YEAR WARRANTY AGAINST FAILURE DUE TO RUST OR CORROSION.



EXTERIOR ELECTRIC-POWERED CANTILEVER SLIDING WELD STEEL GATE:

1. GATE TO BE FABRICATED OF WELDED STEEL TUBING (2" SQUARE TUBING) WITH A 2-FOOT METAL SPEAR HEADS AT THE TOP (8' FROM GROUND TO TOP OF SPEAR HEAD). THE METAL SPEAR HEADS SHALL BE EVENLY SPACED AND GAP BETWEEN SPEAR HEADS SHALL NOT BE MORE THAN 4".
2. GATE TO HAVE MANUFACTURER'S STANDARD MODULAR OPEN GRILLE INFILL PANEL (LATTICE), POSTS AND HINGES, HARDWARE, ELECTRICAL CONTROL DEVICE/OPERATOR AND ACCESSORIES UNO. GATE TO BE MODIFIED/CUSTOMIZED TO ALLOW THE ELECTRIC LOCKING DEVICE TO BE INSTALLED. COORDINATE WITH ATF SECURITY CONTRACTOR FOR SECURITY ACCESS DEVICE REQUIREMENT.
3. GATE TRACKS (MONORAIL STEEL) TO BE STEEL IS TOP MOUNTED WITH GUIDEWHEELS.
4. MODULAR OPEN GRILLE FENCE PANELS ARE FABRICATED FROM ELECTRO-FORGED STEEL.
5. GATE JAMB POST TO BE MIN. 4"x4"x5/16" TUBING UNO.
6. THE STEEL GATE AND POSTS ARE HOT DIP GALVANIZED AFTER FABRICATION, THEN POLYESTER POWDER COATED TO MANUFACTURER'S STANDARD COLOR.
7. VERIFY POST FOOTING REQUIREMENT WITH STRUCTURAL ENGINEERS. COORDINATE WITH ELECTRICAL AND SECURITY CONTRACTORS TO ENSURE POWER SUPPLY AND CONCEALMENT OF CONDUIT AND WIRING.
8. COMPLY WITH ASTM A36 STANDARD SPECIFICATION FOR CARBON STRUCTURAL STEEL, ASTM A123 STANDARD SPECIFICATION FOR ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS, ASTM A500 STANDARD SPECIFICATION FOR SEAMLESS CARBON STEEL STRUCTURAL TUBING, ASTM A653 STANDARD SPECIFICATION FOR STEEL SHEET, ZINC-COATED BY THE HOT-DIP PROCESS.
9. REFER TO AMETCO MANUFACTURING CORPORATION PRODUCT (OR EQUAL). GATE SHALL CARRY A MINIMUM 10-YEAR WARRANTY AGAINST FAILURE DUE TO CRACKING, PEELING, AND BLISTERING UNDER NORMAL USE.

CONSTRUCTION DRAWINGS

811 MAYBERRY SPRINGS RD

SITE PLAN

811 MAYBERRY SPRINGS ROAD, CITY OF COLUMBIA, MAURY COUNTY, TN, 38401

PROJECT CONTACTS

OWNER | DEVELOPER

HOOVER PROPERTIES LEBANON, LLC

CONTACT: CONTACT NAME
P O BOX 280019
TAMPA FL 33682
PH: (XXX) XXX-XXXX
E-MAIL: e-mail

PLANNER | ENGINEER

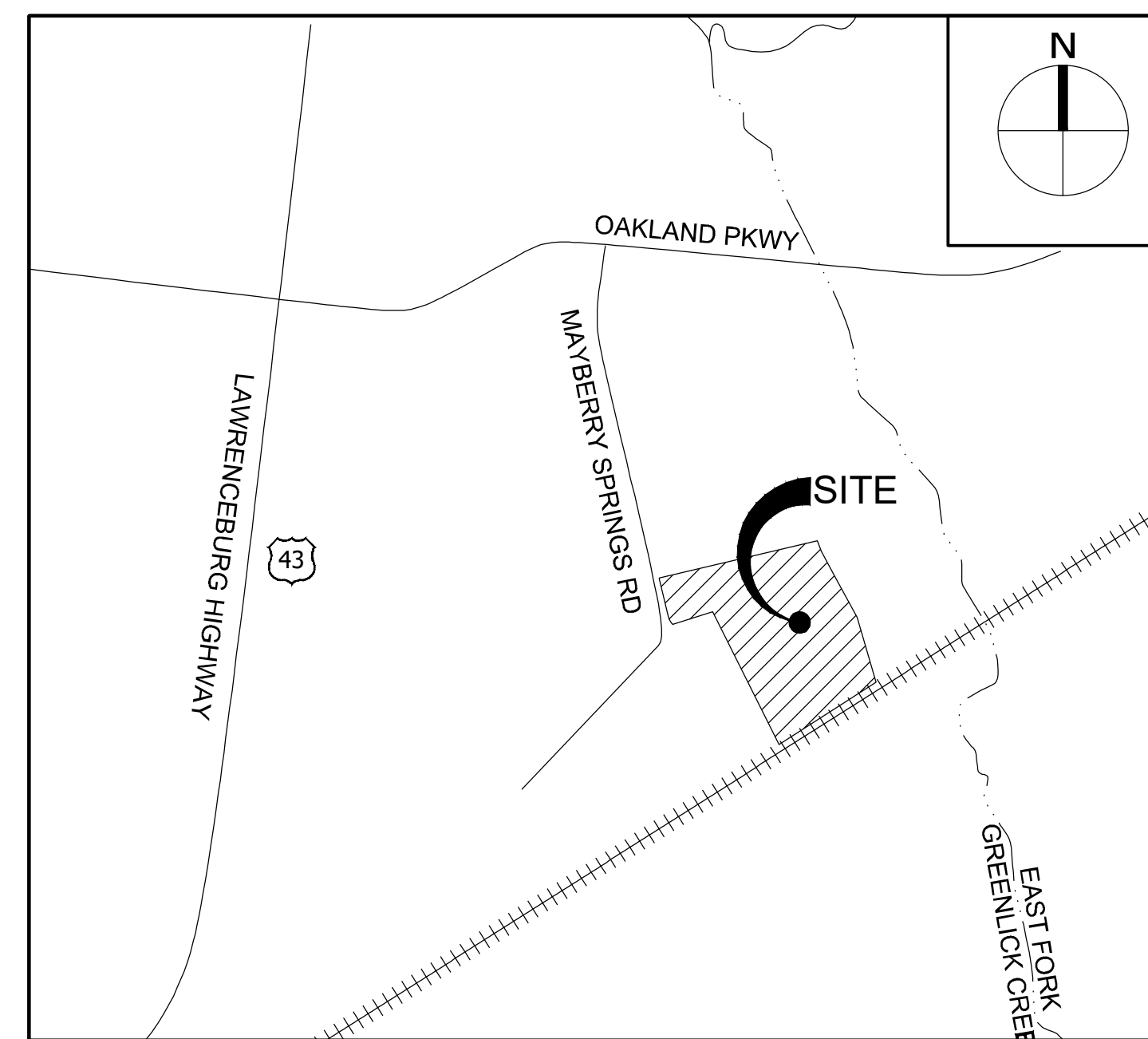
CSDG

CONTACT: CHRIS GOODMAN, PE
2305 KLINE AVE, SUITE 300
NASHVILLE, TN 37211
PH: (615) 248-9999
E-MAIL: chriscg@csdsgn.com

LANDSCAPE ARCHITECT

CSDG

CONTACT: KYLE JACOBSON
2305 KLINE AVE, SUITE 300
NASHVILLE, TN 37211
PH: (615) 248-9999
E-MAIL: kylej@csdgt.com



VICINITY MAP
N.T.S.

MAP: 101 - PARCEL: 034.04

COUNCIL MEMBER: DAVENA HARDISON - WARD: 1

FEMA F.I.R.M MAP #: 47119C0280E - EFFECTIVE DATE

04/16/2007 - ZONE X

TOTAL SITE ACREAGE = 10.08 AC.

DISTURBED AREA = XX.X± AC.

SHEET LIST TABLE

CIVIL PLANS

C0.00	COVER
C0.01	GENERAL NOTES AND INDEX
C1.00	EXISTING CONDITIONS
C2.00	SITE LAYOUT PLAN
C3.00	GRADING AND DRAINAGE PLAN
C4.01	SWPPP STAGE-1 PLAN
C4.04	SWPPP NOTES AND DETAILS
C6.00	CIVIL DETAILS
<u>LANDSCAPE PLANS</u>	
LO1.01	LANDSCAPE ORDINANCE PLAN
LO1.02	LANDSCAPE NOTE AND DETAILS

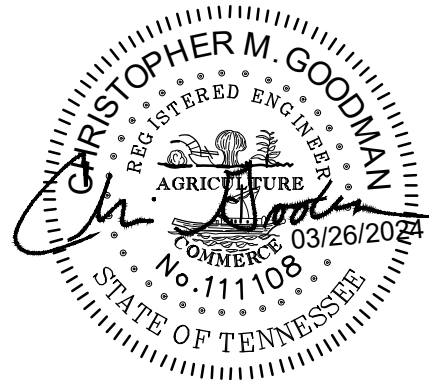


CIVIL SITE
CLARKSVILLE

Planning | Engineering
Landscape Architecture

130 Hillcrest Dr, Ste 110
Clarksville, TN 37043
931.591.2760
csdgttn.com

SEAL



811 MAYBERRY SPRINGS ROAD
SITE PLAN

811 MAYBERRY SPRINGS ROAD
COLUMBIA, MAURY COUNTY, TENNESSEE, 38401
MAP 101 - PARCEL 34.04

ISSUE SET:

CLIENT

SUBMITTAL SET

ISSUE DATE: 03.26.2024

REVISION HISTORY:

[illegible]

DRAWN BY:
CHECKED BY:

COVER

C0.00

PROJECT NO.: 24-505-01



1. Base Information was taken from a survey prepared by Wilson & Associates, P.C., dated January 10, 2024. CSD&G and any of their consultants shall not be held responsible for the accuracy and/or completeness of that information shown hereon or any errors or omissions resulting from such.
2. The contractor shall call Tennessee One Call (811) 72 hours prior to proceeding with any excavation.
3. The contractor shall field verify the limits of demolition with the owner's representative prior to commencement of work.
4. The contractor shall conform to local codes, obtain all permits and give all notices required for execution of the work.
5. Cavities left by structure removal shall be suitably backfilled and compacted in accordance with these plans and specifications.
6. The contractor is responsible for all demolition and removal necessary to accomplish the proposed improvements shown on these plans.
7. The contractor is responsible for locating all charted and uncharted utilities. Take care to protect utilities that are to remain. Repair any damage according to local standards and at the contractor's expense. Coordinate all construction with the appropriate utility company.
8. In areas where existing pavement, walks, or curbs are to be removed, saw cut to provide a clean edge. Coordinate extent of pavement demolition with the limit of new improvements on the site layout plan.
9. All materials being removed, and not relocated under the new construction, including trees and shrubs, signs, utility structures, etc., shall be first offered to the owner's representative and if not accepted shall then be properly disposed of by the contractor.
10. The contractor shall use water sprinkling and other suitable methods as necessary to control dust and dirt caused by the demolition work.
11. The contractor shall preserve and protect survey control points and as responsible for replacement of any disturbed control points.
12. No utility or storm sewer lines shall be demolished until the new lines have been installed and are placed into operation.
13. Contractor shall coordinate disruption of the demolition with the owner's representative and local governing agency prior to beginning work. Disruption of existing utility services and traffic patterns shall be minimized to the extent possible and initiated only after approval by the local governing agency and the utility companies.
14. Where water line and sewer line abandonment is planned, the contractor may abandon water lines and sewer lines in place where they occur at least 24" (to top of the pipe) below final subgrade elevations. All utility lines being abandoned in place shall have all ends permanently closed using a conctred plug. Existing lines within the proposed building footprint (and 10 feet beyond the building footprint) shall be removed.
15. Existing lights and poles being removed shall be first offered to the owner's representative prior to disposing of them. Coordinate Lighting demolition and layout with the electrical drawings.
16. Existing trees to be preserved are to be barricaded before beginning construction. In accordance with the tree preservation notes and detail on the landscape plan.
17. The contractor shall incorporate into his work any isolation valves or temporary plugs required to construct new utility lines and demolish existing utility lines.
18. Existing irrigation lines lie within the area affected by the proposed construction. The contractor shall rework the existing irrigation systems in accordance with directives noted on the landscape plan. Service shall be maintained during construction to the landscaped areas currently irrigated.
19. Relocation of existing plant materials shall be coordinated with the owner and relocated to a designated area on the site.
20. Selective clearing consisting of removal of vines, saplings under 1" diameter and underbrush shall be performed in tree preservation areas internal to the project and noted on plans.

1. Provide a smooth transition between existing pavement and new pavement. Slight field adjustment of final grades may be necessary.
2. All roadway, driveway, sidewalk, and curb construction shall conform to the requirements and specifications of the local municipality codes and requirements.
3. Concrete for curbs and sidewalks shall be 3500 PSI concrete unless required otherwise by local codes.
4. The site layout is based on control points as noted.
5. The contractor shall conform to all local codes and receive approval where necessary before commencement of any construction.
6. All site related construction materials and installation shall conform to local governing agency regulations and specifications.
7. Handicap ramps shall have a maximum slope of 1:12.
8. All pavement materials and construction shall conform to the local governing agency and state D.O.T. standards and specifications.
9. The contractor shall check all existing conditions, (i.e. inverts, utility routings, utility crossings, and dimensions) in the field prior to commencement of any utility work. Report any discrepancies to the owner's representative. The contractor shall repair any damage caused during construction to existing features (i.e. pavement, sidewalks, curbs, utilities, etc.), at his own expense, to the standards of the preconstruction condition or better.
10. Dimensions are to face of curb and/or exterior face of building unless otherwise noted.
11. Curbs shall be parallel to the centerline of drives. The curbs shall be placed only after having all break points (PC & PT of curves) located at the face of curb or at a consistent offset by a land surveyor.
12. Any work unacceptable to the owner's representative or to the local governing authority shall be repaired or replaced by the contractor at no additional expense to the owner.
13. Existing pavement of private or public roadways/drives shall be patched in accordance with the local governing authority's standards wherever utility installation requires removal of the existing pavement. Coordinate pavement trenching locations with site civil, plumbing and electrical plans.
14. The contractor shall comply with all pertinent provisions of the "manual of actual prevention in construction" issued by AGC of America, Inc. and the "Safety and Health Regulations for Construction" issued by the U.S. Department of Public Works.
15. Contractor shall give all necessary notices and obtain all permits prior to commencement of any construction.
16. In the event of any discrepancies and/or errors found in these site drawings, or if problems are encountered during construction, the contractor shall be required to notify the engineer before proceeding with the work.
17. The general contractor is particularly cautioned that the location and/or elevation of the existing utilities shown herein is based on utility company records, and where possible, field measurements. The contractor shall not rely on this information as being exact or complete. The contractor shall call the appropriate utility company at least 72 hours prior to any excavation and request field verification of utility locations. It shall be the contractor's responsibility to relocate existing utilities conflicting with improvements shown herein in accordance with all local, state, and federal regulations governing such operations.
18. Contractor shall exercise extreme caution in the use of equipment in and around overhead and underground electrical wires and services. If at any time in the pursuit of this work the contractor must work in the close proximity of the above-noted wires, the electric company shall be contacted prior to such work and the proper safety measures taken. A thorough examination of the overhead and underground wires in the project area should be made by the contractor prior to the initiation of construction.
19. The owner and engineer do not assume responsibility for the possibility that, during construction, utilities other than those shown may be encountered or that actual locations of those shown may be different from locations designated on the contract drawings. In areas where it is necessary that exact locations be known of underground utilities, the contractor shall, at his own expense, furnish all labor and tools necessary to either verify and substantiate or definitely establish the position of underground utility lines.
20. Do not scale this drawing as it is a reproduction and subject to distortion.
21. These plans, prepared by CSDG, do not extend to or include systems pertaining to the safety of the construction contractor or its employees, agents or representatives in the performance of the work. The seat of the engineering services registered professional engineer's honor does not extend to any such safety systems that may now or hereafter be incorporated into these plans. The construction contractor shall prepare or obtain the appropriate safety systems which may be required by U.S. Occupational Safety and Health Administration (OSHA) and/or local regulations.
22. In the case of conflict between this drawing and any other drawing and/or the specifications, the engineer shall be immediately notified for clarification.

1. The disturbed area for this project is approximately XX.X± acres.
2. The contractor shall comply with all pertinent provisions of the manual of accident prevention and construction issued by ACC of America, Inc. and the safety and health regulations of construction issued by the U.S. Department of Labor.
3. The contractor shall call "Tennessee One Call" (811) 72 hours prior to proceeding with any excavation.
4. If any springs or underground structures are exposed during construction, permanent French drains may be required. The drains shall be specified and located during construction as required by the conditions which are encountered, and shall be approved by the engineer.
5. Stockpiled topsoil or fill material shall be treated so no sediment run-off will contaminate surrounding areas or enter nearby streams.
6. Clean silt barriers when they are approximately 50% filled with sediment or as directed by the owner's representative. Silt barriers shall be replaced as effectiveness is significantly reduced, or as directed by the owner's representative.
7. All new pipes under existing paved areas shall be backfilled to the top of subgrade with # 57 crushed stone.
8. Sediment removed from sediment control structures is to be placed at a site approved by the local governing authority. It shall be treated in a manner so that the area around the disposal site will not be contaminated or damaged by the sediment in the run-off. Cost for this treatment is to be included in the bid price for earthwork. The contractor shall obtain the disposal site as part of his work.
9. Reinforced concrete storm drainage pipe shall be Class III. Corrugated metal pipe shall be 14 gauge unless otherwise noted.
10. Minimum grade on asphalt or concrete paving shall be 1.0%.
11. Construct silt barriers before beginning any grading operations.
12. This grading & drainage plan is not a determination or guarantee of the suitability of the subsurface conditions for the work indicated. Determination of the subsurface conditions for the work indicated is solely the responsibility of the contractor.
13. Do not disturb vegetation or remove trees except when necessary for grading purposes.

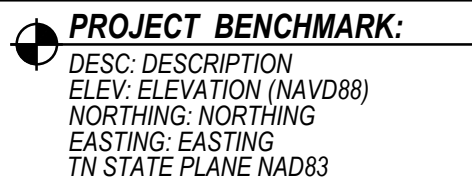
1. Prior to the commencement of any construction or ordering any materials, the contractor shall field verify the exact horizontal and vertical location of all existing utilities at the point of all proposed connections. Report any discrepancies to the design engineer immediately.
2. The sanitary sewer line shall be PVC-SDR 35. The domestic water line shall be Type K copper. The public water line and the fire service line shall be class 52 ductile iron pipe.
3. Water meters shall be no deeper than 24" from the top of meter to proposed finished grade unless otherwise required by the local water department.
4. Prior to submitting his bid, the contractor will be solely responsible for contacting owners of all affected utilities in order to determine the extent to which utility relocations and/or adjustments will have upon the schedule of work for the project. While some work may be required around utility facilities that will remain in place, other utility facilities may need to be adjusted concurrently with the contractor's operations.
5. The contractor shall comply with all pertinent provisions of the manual of Accident Prevention and Construction issued by AGC of America.
6. Provide a minimum 36" of cover over all water lines unless required otherwise by the local water department.
7. All water lines, sewer lines, and appurtenances shall be of materials and construction that conform to the local water department/district's requirements and specifications.
8. Coordinate the exact location of all utilities entering the building with the plumbing plans.
9. Safeguard existing utilities from damage during construction of this project. In the event that special equipment is required to work over and around the utilities, the contractor will be required to furnish such equipment at no additional cost to the owner.
10. Reduced Pressure Backflow Preventer (RPBP) or dual check valves will be required on all test and fill lines (jumper) needed for water main construction and must be approved by the local water department/district.
11. All connections to existing manholes shall be by the coring and resilient seal method.
12. Before connections are made into existing utilities, the new lines are to be flushed and tested by the contractor in accordance with the local water department/district specifications.
13. The contractor shall adjust the alignment of the water lines (horizontally and/or vertically) to allow the required bracing at bends and tees.
14. The contractor shall provide all horizontal and vertical bends to attain the alignment indicated on the plans. Provide vertical bends where necessary to allow water lines to pass under or over other utility lines. (All bends and braces needed may not be actually shown). Provide bracing and/or rodding at all bends and tees as required by local utility department/district.
15. Contractor shall mark the location of all new PVC lines with #8 wire.

1. Ensure the running slope at the walks along the accessible route have a running slope of 1:20 or 5% maximum (except at the curb ramps, which can be up to 1:12 or 8.33%) and a cross slope of 1:48 or 2% maximum. This includes at the crossing of drive lanes (a common issue). Where the accessible routes intersect, there should be a 48" x 48" level "landing" that has a slope of 2% maximum in any direction.
2. Per the Public Rights-of-Way Guidelines published by the US Access Board, a walk within the Public Rights-of-Way may have a running slope of the adjacent street. The slope can be increased as needed to accommodate level areas required for intersecting accessible routes and site elements such as benches, trash cans and bike racks.
3. Ensure the maneuvering clearance at the exterior side of all entry doors have a slope of 1:48 or 2% maximum overall change in level at the thresholds.
4. Ensure a 30" x 48" clear floor space is provided adjacent to the exterior site elements such as the benches, trash cans and bike racks and have a slope of 1:48 or 2% maximum in any direction.

	BOUNDARY	— — — — —
	LOT	————— - - - ———
	EASEMENT	————— - ··· - ———
	DITCH	- ··· - > ··· - >
	FENCE	— x ——— x ———
	ROAD CENTERLINE	————— ··· ———
	WATER FEATURES	- ··· - ··· - ··· -
	FORCEMAIN	————— FM
	GAS	————— G
	OVERHEAD ELECTRIC	————— OHE
	UNDERGROUND ELECTRIC	————— UGE
	SANITARY SEWER	————— SA
	STORM SEWER	————— ST
	FIRE LINE	————— F
	WATER	————— W

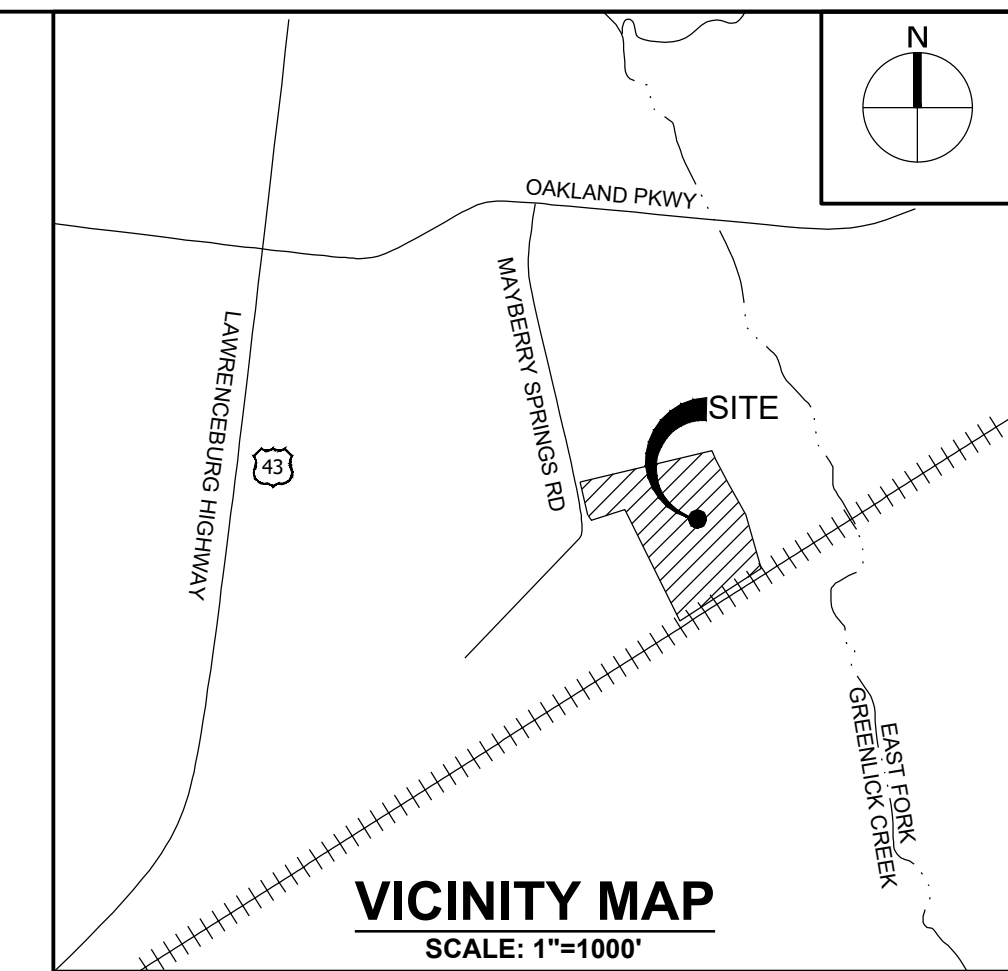
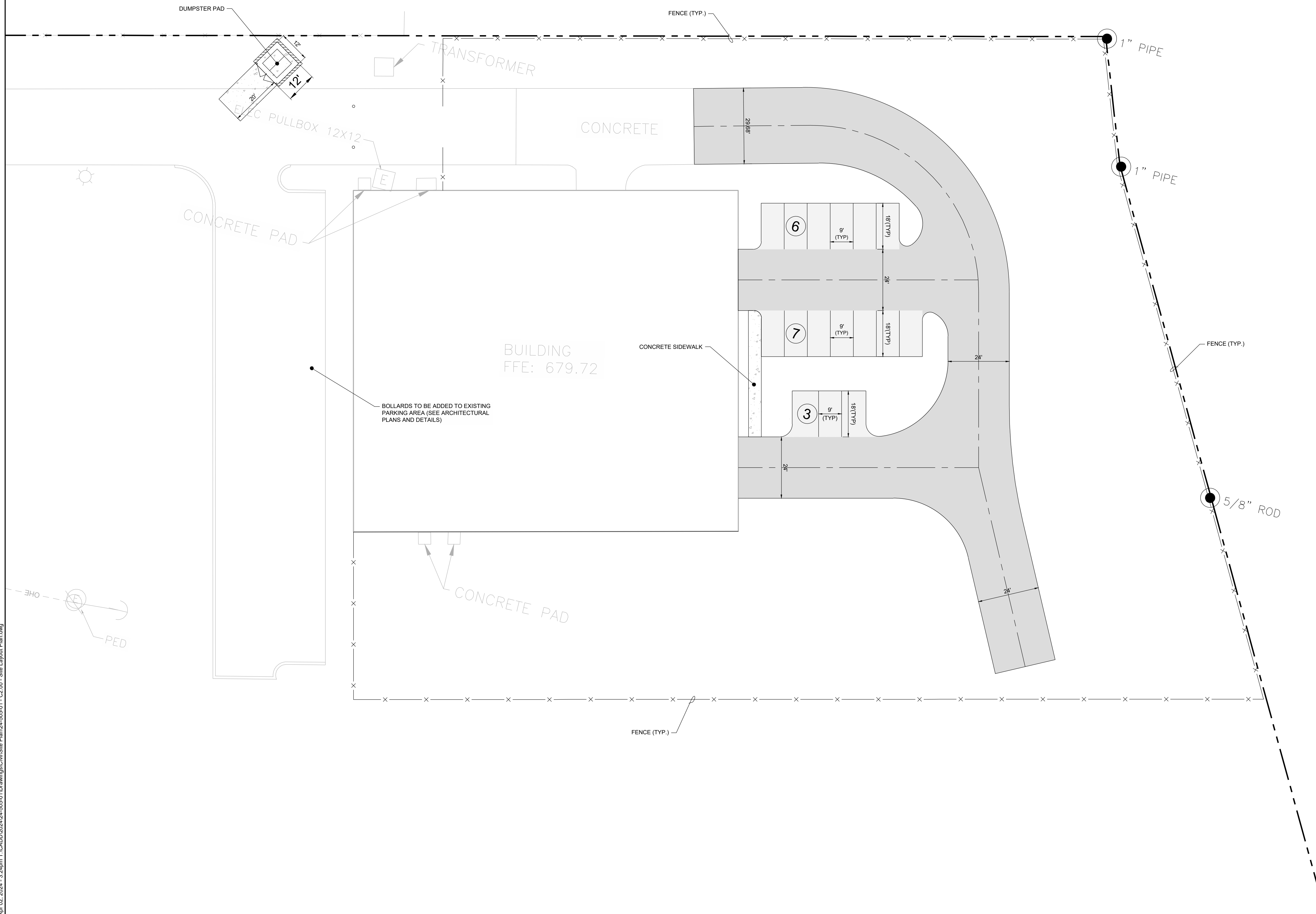
CLEANOUT (TYP.)	
END OF SERVICE (TYP.)	
FIRE HYDRANT	
HANDICAP SPACE	
LOT NUMBER	
POWER POLE	
RETAINING WALL	
SANITARY MANHOLE	
SIGN (TYP.)	
STORM MANHOLE	
STORM AREA DRAIN	
STORM CURB INLET	

EXISTING BUILDING	
PROPOSED BUILDING	
HEAVY DUTY CONCRETE	
LIGHT DUTY CONCRETE	
HEAVY DUTY PAVEMENT	
LIGHT DUTY PAVEMENT	
PERVIOUS PAVEMENT	
PAVEMENT MILL AND REPLACE	
LANDSCAPE AREA	
GRASS	



ALLEY-CASSETTY PROPERTIES II, LLC

MAP 101, PARCEL 34.13
BOOK R2607, PAGE 1344



MAP	101
PARCEL	034.04
ADDRESS	811 MAYBERRY SPRINGS ROAD, CITY OF COLUMBIA, TN, 38401
FEMA FIRM MAP#	47119C02806, EFFECTIVE DATE: 04/18/2007
FEMA FLOOD ZONE	ZONE X WHICH IS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN.
EXISTING ZONING	SD-LI
OWNER/DEVELOPER	HOOVER PROPERTIES LEBANON, LLC
CONTACT	
ADDRESS	P O BOX 280019, TAMPA FL 33682
EMAIL	
PHONE	
PROJECT ENGINEER	CSDG
CONTACT	CHRIS GOODMAN, PE
EMAIL	chrisg@csdgn.com
PHONE	(615) 248-9999
TOTAL SITE AREA	10.08± AC.
COUNCIL DISTRICT	WARD: 1
COUNCIL MEMBER	DAVENA HARDISON
BUILDING AREA (EXISTING)	20,000 SF
PROPOSED USE	
ISR (ALLOWED)	
ISR (PROPOSED)	
DISTURBED AREA	XX.X±
PARKING (REQUIRED)	
PARKING (PROPOSED)	16 SPACES
HANDICAP PARKING (REQUIRED)	
HANDICAP PARKING (PROPOSED)	



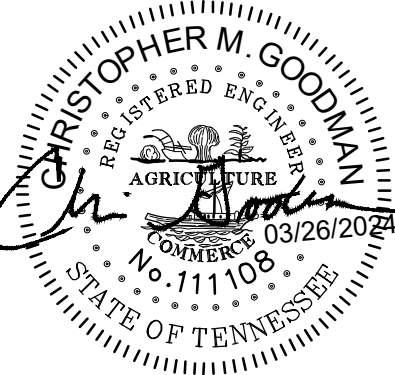
CIVIL SITE

CLARKSVILLE

Planning | Engineering
Landscape Architecture

130 Hillcrest Dr, Ste 110
Clarksville, TN 37043
931.591.2760
csdgt.com

EAL



811 MAYBERRY SPRINGS ROAD
SITE PLAN

SITE PLAN

811 MAYBERRY SPRINGS ROAD
COLUMBIA, MAURY COUNTY, TENNESSEE, 38401
MAP 101 - PARCEL 34.04

ISSUE SET:

CLIENT
SUBMITTAL SET

ISSUE DATE: 03.26.2024

REVISION HISTORY:

[illegible]

DRAWN BY:

CHECKED BY:

SITE LAYOUT PLAN

C2.00

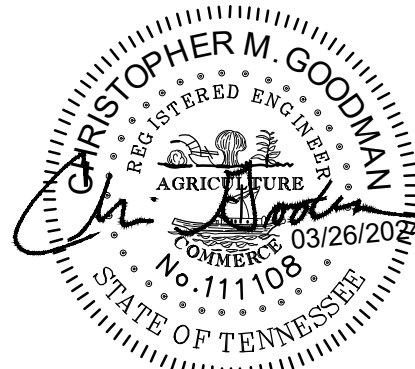
PROJECT NO.: 24-505-01

Apr 02, 2024 - 3:24pm T:\CADD\2024\24-505-01\Drawings\Civil\Site Plan\24-505-01 - C2.00 - Site Layout Plan.dwg

MAP 101, PARCEL 34.13
BOOK R2607, PAGE 1344



DRAINAGE STRUCTURE TABLE		
ID	TYPE	TOP OF CASTING (ft.)



811 MAYBERRY SPRINGS ROAD
SITE PLAN
811 MAYBERRY SPRINGS ROAD
COLUMBIA, MAURY COUNTY, TENNESSEE, 38401
MAP 101 - PARCEL 34.04

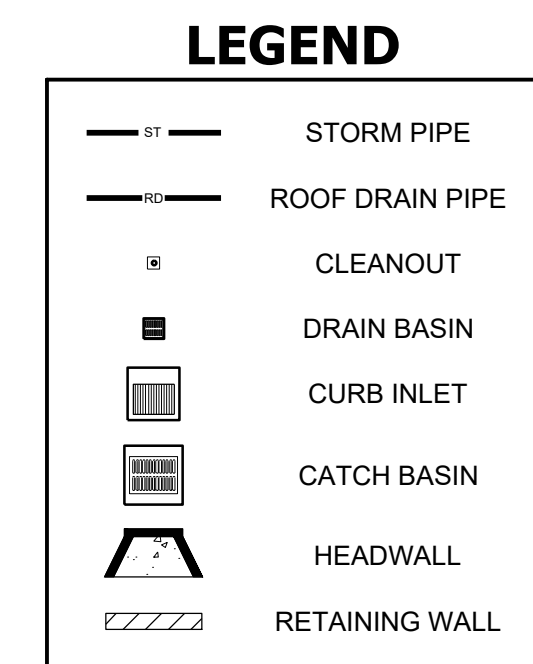
ISSUE SET:
CLIENT
SUBMITTAL SET
ISSUE DATE: 03.26.2024

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DRAWN BY:
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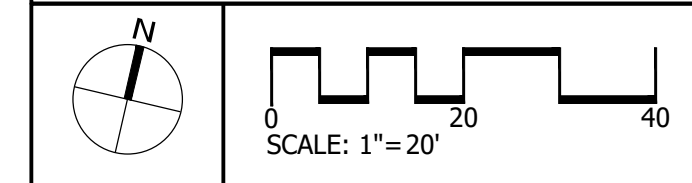
GRADING AND DRAINAGE PLAN

C3.00
PROJECT NO.: 24-505-01



**SEE SHEET C0.01 FOR
GENERAL NOTES**

PROJECT BENCHMARK:
DESC1:
DESC2:
ELEV: XXX.XX" (NAVD88)
NORTHING:
EASTING:
TN STATE PLANE NAD83



The project associated with these submitted plans is covered under Tennessee Construction General Permit _____ TNR # _____. The Total Disturbed Area is: XX.X± acres.

Check all that apply: This site discharges into waters identified by TDEC as:
☐ Impaired for siltation ☐ Impaired for habitat alteration ☐ Exceptional

Chris Borden XX.XX.XXX

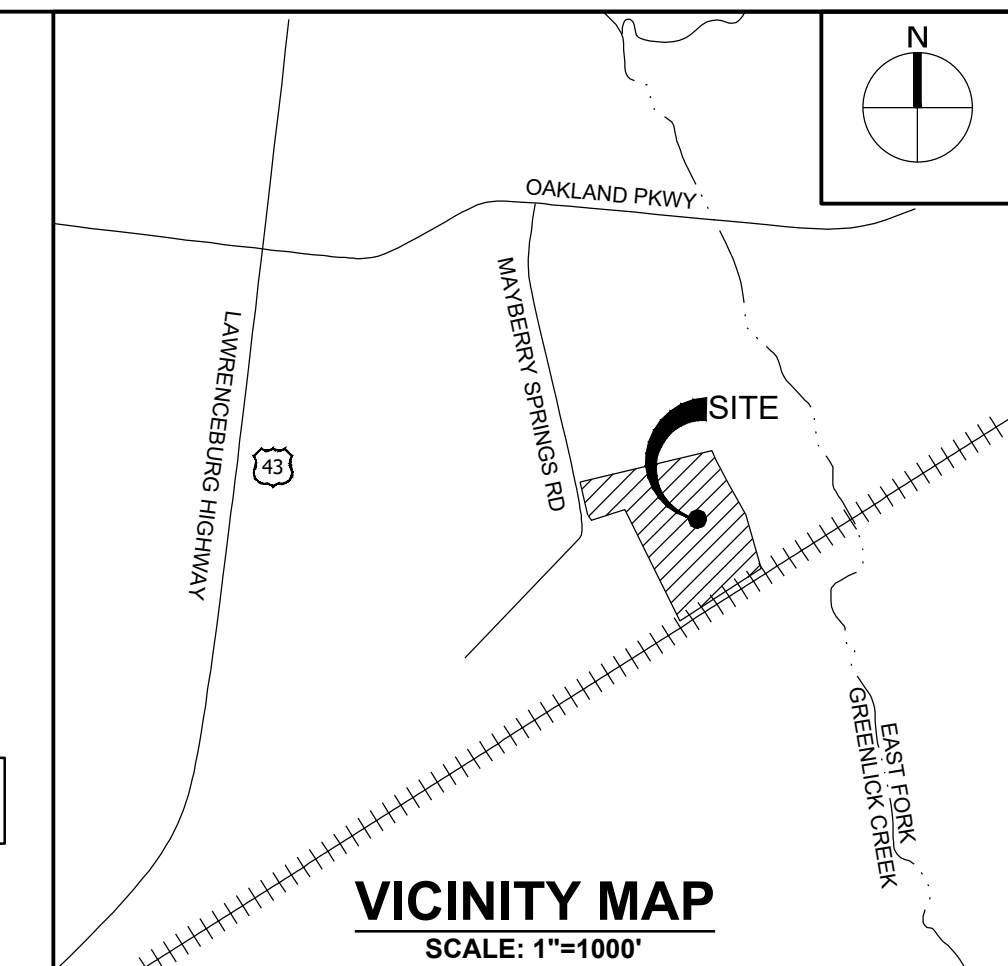
Signature Date

Circle one: Developer **Project Engineer** Other _____

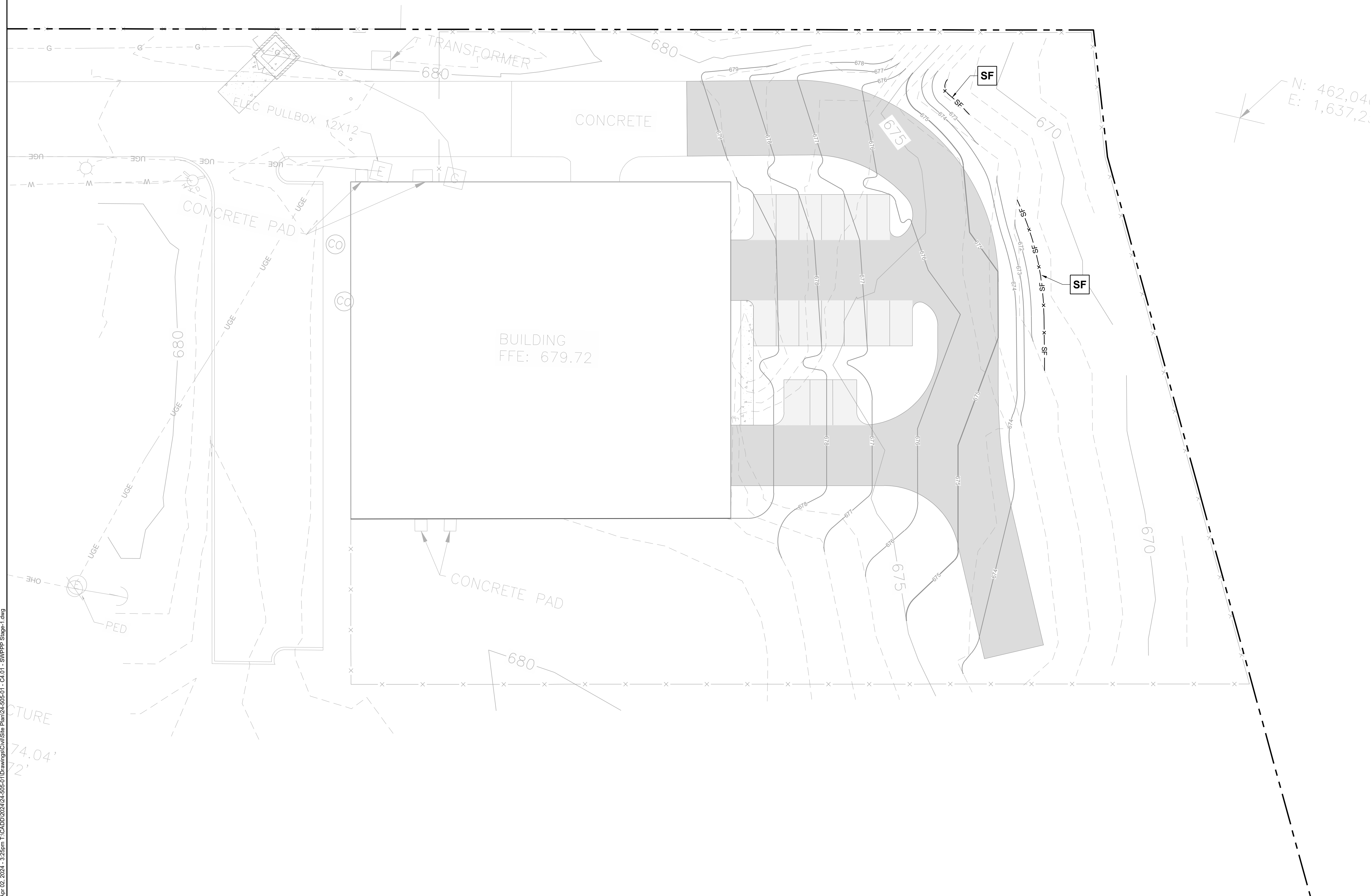
Please attach a copy of the Notice of Coverage under the Construction General Permit.

NOTE: A project will not be scheduled for a Pre-Construction Meeting until the State Construction General Permit NOC letter is submitted.

TOTAL DISTURBED AREA = XX.X± ACRES



CD	CHECK DAM
CE	CONSTRUCTION ENTRANCE
CW	CONCRETE WASHDOWN
IP	INLET PROTECTION
OP	OUTLET PROTECTION
RR	RIPRAP
SF	SILT FENCE



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130 Hillcrest Dr, Ste 110
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csdgt.com

EAL



811 MAYBERRY SPRINGS ROAD

SITE PLAN

SITE PLAN

811 MAYBERRY SPRINGS ROAD
COLUMBIA, MAURY COUNTY, TENNESSEE, 38401
MAP 101 - PARCEL 34.04

ISSUE SET:

CLIENT

SUBMITTAL SET

REVISION HISTORY:

[illegible]

DRAWN BY:
CHECKED BY:

SWPPP STAGE-1

C4.01

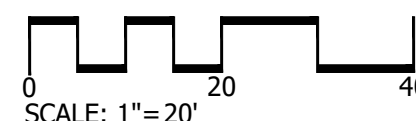
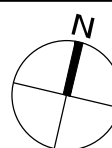
PROJECT NO.: 24-505-01



**SEE SHEET C4.04
FOR SWPPP NOTES
AND DETAILS**

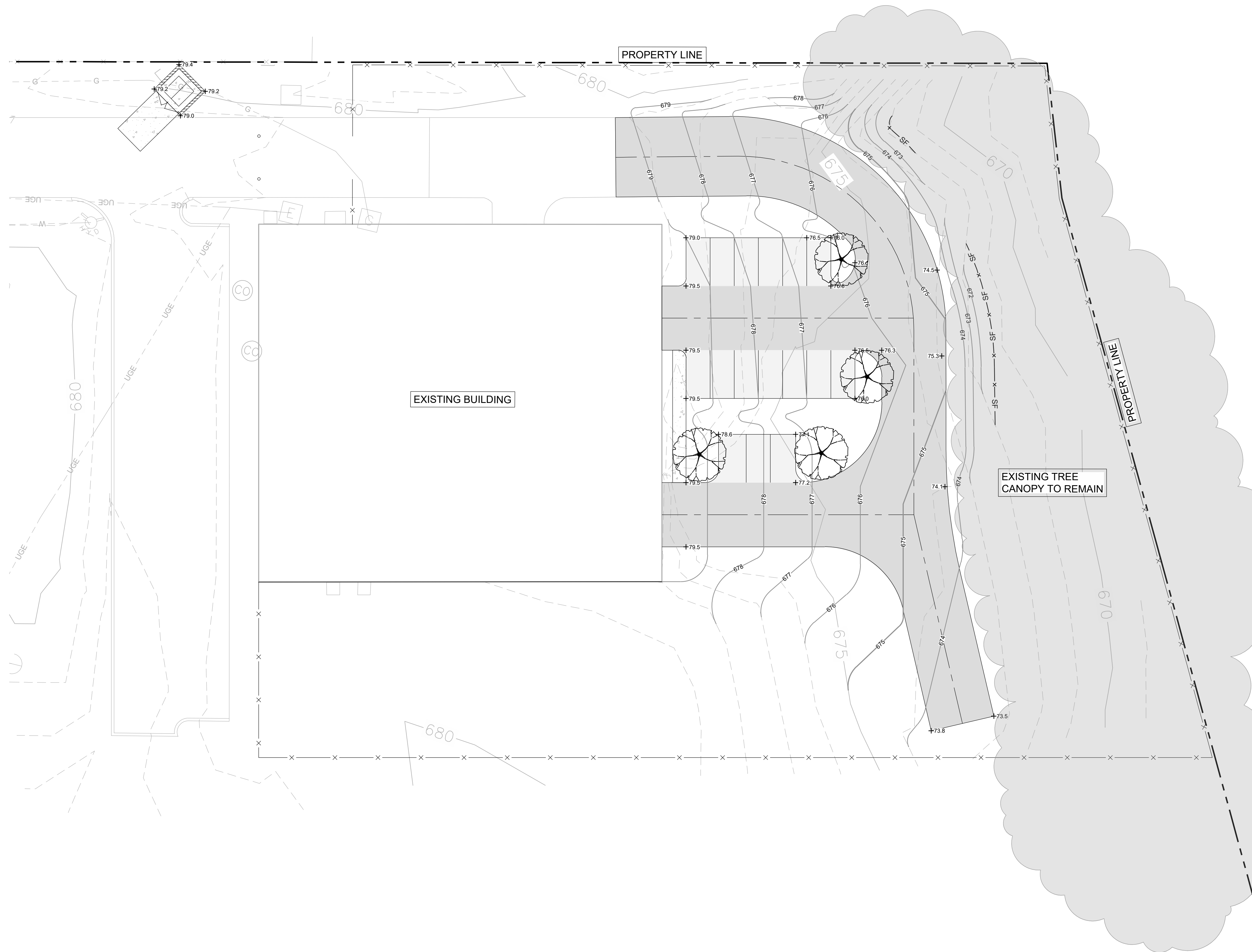


DESC1:
DESC2:
ELEV: XXX.XX' (NAVD88)
NORTHING:
EASTING:
TN STATE PLANE NAD83

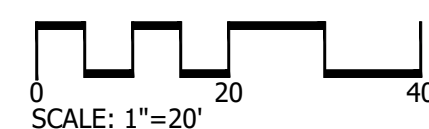
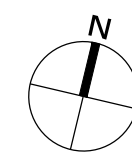








1 LANDSCAPE ORDINANCE PLAN



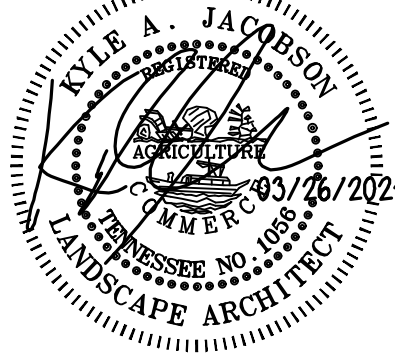
PLANT LEGEND

<u>SYMBOL</u>	<u>CODE</u>	<u>COMMON NAME</u>
<u>TREES</u>		
	UA	AMERICAN ELM



CIVIL SITE
CLARKSVILLE
Planning | Engineering
Landscape Architecture
130 Hillcrest Dr, Ste 110
Clarksville, TN 37043
931.591.2760
csdgt.com

SEAL



811 MAYBERRY SPRINGS ROAD
SITE PLAN

8111 Mayberry Springs Road
Columbia, Maury County, Tennessee, 38401
Map 101 - Parcel 34.04

ISSUE SET:
LANDSCAPE
ORDINANCE
ISSUE DATE: 03/26/2024

[illegible]

DRAWN BY: KAB
CHECKED BY: KJ

LANDSCAPE
ORDINANCE PLAN

LO1.01

PROJECT NO.: 24-505-01

THIS PROPERTY IS LOCATED WITHIN MAURY COUNTY, TENNESSEE. CONTRACTOR SHALL CONFORM TO ALL NECESSARY REQUIREMENTS OUTLINED BY THE STANDARDS OF MAURY COUNTY.

2. ALL WORK SHALL BE PERFORMED BY FULLY QUALIFIED PLANTSMEN. USE GOOD HORTICULTURAL PRACTICES TO KEEP ALL PLANTS AND PLANT MATERIAL INSTALLED IN A LIVING, HEALTHY CONDITION UP TO THE DATE OF TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY FOR CARE.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXAMINING FULLY BOTH THE SITE AND THE BID DOCUMENTS. DISCREPANCIES IN THE DOCUMENTS OR THE ACTUAL SITE CONDITIONS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IN WRITING AT THE TIME OF BIDDING OR DISCOVERY, NO ACCOUNT SHALL BE MADE AFTER CONTRACT COMPLETION FOR FAILURE TO REPORT SUCH CONDITION, OR FOR ERRORS ON THE PART OF THE CONTRACTOR AT THE TIME OF BIDDING.

4. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO EXISTING UTILITIES DURING THE COURSE OF THE WORK.

5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO UTILITIES, SITE STRUCTURES, ETC., RESULTING FROM LANDSCAPE CONSTRUCTION.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY APPLICABLE PERMITS AND LICENSES TO PERFORM THE WORK SET FORTH ON THIS PLAN SET AND THE SPECIFICATIONS.

7. THE CONTRACTOR SHALL VERIFY ALL MATERIAL QUANTITIES. IN THE EVENT OF A DISCREPANCY, THE QUANTITIES SHOWN ON THE PLAN WILL TAKE PRECEDENCE.

8. NO MATERIAL SHALL BE PLANTED BEFORE FINISH GRADING HAS BEEN COMPLETED.

9. THE PLANTS DELIVERED TO THE PROJECT SITE SHALL BE PLANTED AS SOON AS SITE CONDITIONS PERMIT. CONTRACTOR SHALL TAKE CARE IN SCHEDULING PLANT DELIVERIES AND THE SIZE OF THE DELIVERIES SO THAT LONG PERIODS OF STORAGE ARE AVOIDED. ADEQUATELY PROTECT PLANTS PLACED IN TEMPORARY STORAGE FROM THE SUN, WIND, WATER PLANTS SO AS TO MAINTAIN THEIR APPEARANCE AND HEALTH. PLANTS THAT HAVE NOT BEEN PROPERLY MAINTAINED DURING TEMPORARY STORAGE MAY BE REJECTED BY THE LANDSCAPE ARCHITECT.

10. SHOULD THE CONTRACTOR ENCOUNTER UNSATISFACTORY SURFACE OR OTHER SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTH, LATENT SOILS, HARD PAN, STEM OF UTILITY LINES OR OTHER CONDITIONS THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS, HE/SHE MUST ADVISE THE OWNER'S REPRESENTATIVE IN WRITING OF THE CONDITIONS PRIOR TO INSTALLING THE PLANTS. OTHERWISE, THE CONTRACTOR WARRANTS THAT THE LANDSCAPE AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF THE PLANT MATERIAL TO BE INSTALLED AND CONTRACTOR SHALL TAKE RESPONSIBILITY FOR THE TIME OF ADOPTED REGION.

11. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THAT EACH EXCAVATED TREE OR SHRUB PIT WILL PERCOLATE (DRAIN) PRIOR TO ADDING TOPSOIL OF LANDSCAPE MIX AND INSTALLING TREES OR SHRUBS. THE CONTRACTOR SHALL FILL THE BOTTOM OF SELECTED HOLES WITH SIX INCHES OF WATER. THIS WATER SHOULD PERCOLATE OUT WITHIN A 24-HOUR PERIOD. IF THE SOIL AT A GIVEN AREA DOES NOT DRAIN PROPERLY, A PVC DRAIN OR GRAVEL SUMP SHALL BE INSTALLED, OR THE LANDSCAPE RELOCATED TO AN AREA APPROVED BY THE OWNER'S REPRESENTATIVE.

12. PRIOR TO INSTALLATION OF PLANT MATERIALS, THE WIDTH AND LENGTH OF ALL PARKING LOT LANDSCAPE AREAS AND MEDIAN AREAS SHALL BE STAKED TO A DEPTH OF 24 INCHES BELOW THE PROPOSED TOP OF PAVEMENT ELEVATION. EXCAVATED MATERIAL IS TO BE REMOVED FROM THE LANDSCAPE AREAS AND DISPOSED OF OFF SITE OR IN AN AREA APPROVED BY THE PROJECT ENGINEER. NO ASPHALTIC CONSTRUCTION TRASH AND/OR MATERIALS ARE TO BE LEFT IN THE TOPSOIL AND LANDSCAPE MIX BACKFILL AND/OR SUBGRADE OF ANY PROPOSED PARKING AREA ISLANDS AND/OR LANDSCAPE MEDIANS AND STRIPS. PARKING LOT ISLANDS AND MEDIANS ARE TO BE BACKFILLED WITH SIFTED TOPSOIL AS PER PROJECT SPECIFICATIONS AND TO THE ELEVATIONS INDICATED ON THE GRADING PLANS.

13. ALL SHRUB AND GROUND COVER BEDS NOT IN PARKING LOT ISLANDS OR MEDIAN STRIPS ARE TO BE EXCAVATED TO A DEPTH OF 12 INCHES AND DISPOSED OF OFF SITE OR IN AN AREA APPROVED BY THE PROJECT ENGINEER. THE EXCAVATED BED AREAS SHALL BE INSTALLED PER THE TREE LANDSCAPE DETAIL. THE BED AREA IS TO BE BACKFILLED WITH SIFTED TOPSOIL TO THE ELEVATIONS INDICATED ON THE GRADING PLANS AS PER THE SPECIFICATIONS.

14. THE OPTIMUM TIME FOR LANDSCAPE IS FROM OCTOBER 1 TO APRIL 1. SCHEDULING FOR LANDSCAPE AT OTHER TIMES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

15. EXISTING TREES TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION DAMAGE. SELECTIVELY PRUNE DEAD WOOD.

16. NEW TREE LANDSCAPES ARE TO BE STAKED PER LANDSCAPE DETAILS. TREES THAT ARE NOT STAKED ACCORDING TO DETAIL WILL BE REJECTED.

17. ALL DECIDUOUS TREES, EXISTING AND PROPOSED SHALL BE PRUNED TO PROVIDE 4" MINIMUM CLEAR TRUNK UNLESS OTHERWISE NOTED.

18. THE CONTRACTOR SHALL STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. THE CONTRACTOR SHALL HAVE THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE APPROVE ALL STAKING PRIOR TO INSTALLATION.

19. ALL PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES PRIOR TO TOTAL ACCEPTANCE OF THE WORK SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES QUANTITY AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS AT NO EXPENSE TO THE OWNER.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING LANDSCAPE BEDS, AS REQUIRED, TO PROVIDE POSITIVE DRAINAGE AND PROMOTE OPTIMUM PLANT GROWTH.

21. CHEMICAL WEED CONTROL (PRE-EMERGENT, I.E. TRIFLURALIN) SHALL BE APPLIED TO ALL LANDSCAPE AREAS PRIOR TO ANY PLANT INSTALLATION.

22. ALL LANDSCAPE AREAS SHALL RECEIVE A 3 INCH LAYER OF SHREDDED HARDWOOD BARK MULCH, WHICH IS TO BE WATERED-IN AFTER INSTALLATION.

23. ALL PLANTS SHALL BE VIGOROUS, HEALTHY MATERIAL, FREE OF PESTS AND DISEASE.

24. ALL PLANTS AND TREES MUST MEET ALL REQUIREMENTS SPECIFIED IN THE PLANT LIST, DETAILS, AND NOTES. THE STANDARD SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GENERAL GUIDELINES. SPECIFIC REQUIREMENTS WILL BE SUBMITTED TO COMPLY WITH MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL. ALL PLANTS MUST MEET MINIMUM SIZE NOTED ON THE MATERIAL SCHEDULE. TREES SHALL BE NO. 1 GRADE SPECIMEN AND SHRUBS SHALL BE HEAVY WELL SHAPED SPECIMENS AS WELL.

25. DIMENSIONS FOR TRUNK CALIPER, HEIGHTS, AND SPREAD SPECIFIED ON THE MATERIAL SCHEDULE ARE A GENERAL GUIDE FOR THE MINIMUM REQUIRED SIZE OF EACH PLANT. QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH A.N.S.I. 260 "AMERICAN STANDARD FOR NURSERY STOCK" (CURRENT EDITION) AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.

26. ALL DISTURBED AREAS SHALL BE PLANTED WITH TURF AS INDICATED ON THE MATERIAL SCHEDULE.

27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY TO ACCOMMODATE NEW LANDSCAPES.

28. ANY EXISTING SOD AREAS THAT ARE UNNECESSARILY DISRUPTED DURING THE LANDSCAPE INSTALLATION SHALL BE RESODDED TO MATCH EXISTING AT NO EXPENSE TO THE OWNER.

29. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETELY MAINTAINING THE WORK (INCLUDING BUT NOT LIMITED TO: WATERING, MULCHING, SPRAYING, FERTILIZING, OF ALL LANDSCAPE AREAS AND LAWNS PER PROJECT SPECIFICATIONS UNTIL TOTAL ACCEPTANCE OF THE WORK BY THE OWNER.

31. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE.

32. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH WRITTEN INSTRUCTIONS ON THE PROPER CARE OF ALL SPECIFIED PLANT MATERIAL PRIOR TO FINAL PAYMENT.

33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION, REMOVAL, AND PROPER DISPOSAL OF ANY AND ALL DEBRIS GENERATED DURING THE INSTALLATION OF THIS PROJECT.

34. ATTENTION OWNER/INSTALLER: THIS LANDSCAPE PLAN HAS BEEN DESIGNED TO MEET THE MINIMUM REQUIREMENTS OF MAURY COUNTY ZONING ORDINANCE, THE APPROVAL OF THE PLANNING COMMISSION, AND PLANNING DEPARTMENT POLICY. RELOCATING, SUBSTITUTING, RESIZING, REDUCING OR DELETING MATERIAL MAY CAUSE THE SITE TO NO LONGER CONFORM TO THE REQUIREMENTS; THUS PROBLEMS MAY ARISE WITH RELEASING THE PERFORMANCE / MAINTENANCE BOND FOR LANDSCAPING. DEVIATION FROM THE SPECIFIED LANDSCAPE PLAN SHALL BE THE RESPONSIBILITY OF THE OWNER WITHOUT FIRST CONSULTING CIVIL, SITE DESIGN GROUP AND THEN OBTAINING APPROVAL FROM EITHER THE CITY OF MAURY COUNTY PLANNING COMMISSION OR THE PLANNING DEPARTMENT.

35. PRIOR TO INSTALLING ANY PLANT MATERIAL IN THE R.O.W., THE CONTRACTOR SHALL CONTACT THE CITY OF MAURY COUNTY FOR A PERMIT TO PLANT IN THE R.O.W. ANY TREES INSTALLED IN THE CITY OF MAURY COUNTY'S R.O.W. MUST BE INSPECTED BY THE PLANNING DEPARTMENT AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. ANY MATERIALS NOT INSPECTED PRIOR TO INSTALLATION ARE SUBJECT TO REMOVAL AT THE CONTRACTOR'S EXPENSE.

36. TREES OF THE SAME SPECIES SHALL HAVE THE FOLLOWING CHARACTERISTICS: MATCHED BRANCHING HEIGHT, CALIPER, HEIGHT OF TREE, SPREAD OF BRANCHES AND BRANCHING STRUCTURE, AND OVERALL SHAPE.

37. ALL ON-SITE UTILITY PROVIDERS SHALL BE CONTACTED TO LOCATE ALL ABOVE GROUND STRUCTURES. ONCE LOCATED, THESE UTILITY STRUCTURES SHALL BE SCREENED FROM THE PUBLIC R.O.W. ON THREE SIDES.

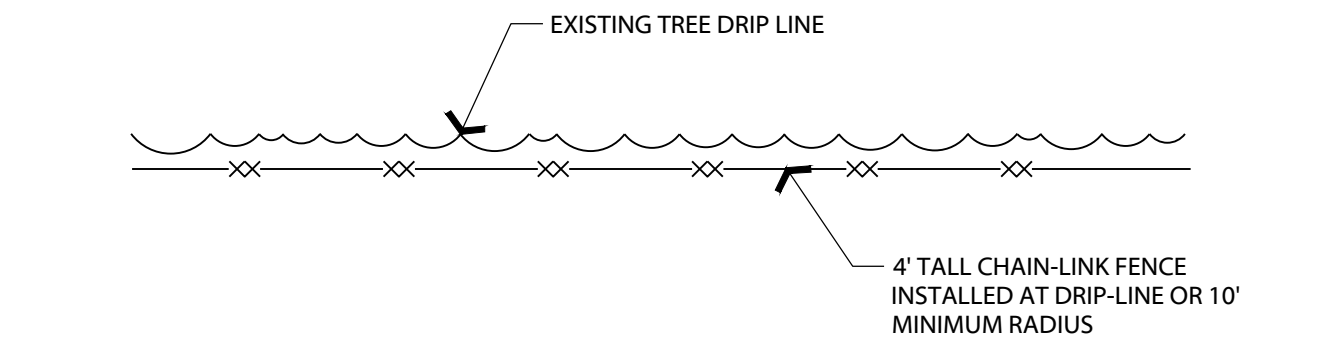
38. ALL DISTURBED AREAS TO BE LANDSCAPED, SODDED, OR SEED AND STRAWED.

1. ANY SERIES OF TREES TO BE PLACED IN A PARTICULAR ARRANGEMENT WILL BE FIELD CHECKED FOR ACCURACY BY THE LANDSCAPE ARCHITECT. ANY PLANTS MISARRANGED WILL BE RELOCATED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER. TREES SHALL BE PLACED ON-CENTER WHEN POSSIBLE UNLESS NOTED OTHERWISE ON PLANS.
2. SOIL USED IN BACKFILLING LANDSCAPE PITS SHALL BE TOPSOIL AND MIXED WITH 25% PEAT BY VOLUME, EXCEPT FOR ERICACEOUS PLANTS, VERY ACID OR SOUR SOIL (SOIL HAVING A PH LESS THAN 6) SHALL BE MIXED WITH SUFFICIENT LIME TO PRODUCE A SLIGHTLY ACID REACTION (A PH OF 6.0 TO 6.5). 10-10-10 COMMERCIAL FERTILIZER AT THE RATE OF 2 POUND PER CUBIC YARD SHALL BE ADDED. BOTH FERTILIZER AND LIME SHALL BE THOROUGHLY MIXED BY HAND OR ROTARY TILLER.
3. SOIL USED IN BACKFILLING ERICACEOUS PLANTS SHALL BE TOPSOIL MIXED WITH 50% PEAT BY VOLUME, 5-10-5 COMMERCIAL FERTILIZER AT THE RATE OF 5 POUNDS PER CUBIC YARD SHALL BE ADDED. BOTH FERTILIZER AND PEAT SHALL BE THOROUGHLY MIXED BY HAND OR ROTARY TILLER.
4. UPON SECURING PLANT MATERIAL, AND BEFORE INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT FOR A PRE-INSTALLATION INSPECTION IN ORDER TO VERIFY ALL PLANT MATERIAL MEETS SPECIFICATIONS. TREES OF SAME SPECIES SHALL BE MATCHED IN GROWTH CHARACTER AND UNIFORMITY.
5. HEREINAFTER, THE AREA OF THE PROJECT SHALL BE APPLIED TO ALL LANDSCAPE BEDS PRIOR TO LANDSCAPE FOR NOXIOUS WEED CONTROL AT A RATE OF 2 POUNDS PER 1,000 SQUARE FEET.
6. CONTRACTOR SHALL SUBMIT A 10 OUNCE SAMPLE OF THE TOPSOIL PROPOSED TO A TESTING LABORATORY FOR ANALYSIS. TEST RESULTS, WITH RECOMMENDATIONS FOR SUITABILITY, SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL.
7. PLANTS SHALL BE ORIENTED VERTICALLY AND ORIENTED FOR BEST APPEARANCE. ALL NON-BIODEGRADABLE ROOT CONTAINERS SHALL BE REMOVED AND DISPOSED OF OFF SITE.
8. TREE BRANCHES SHALL BE SELECTIVELY TRIMMED BY 25%, MAINTAINING NATURAL SHAPE. ALL DEAD AND BROKEN BRANCHES IN TREES AND SHRUBS SHALL ALSO BE PRUNED. REMOVE TAGS, TWINE OR OTHER NON-BIODEGRADABLE MATERIAL, AND REMOVE FROM PROJECT SITE.
9. SCARIFY SUBSOIL IN LANDSCAPE BEDS TO A DEPTH OF 3 INCHES. ALL LANDSCAPE BEDS SHALL RECEIVE A MINIMUM OF 6 INCHES OF TOPSOIL.
10. CONTRACTOR SHALL PROVIDE SMOOTH, NEATLY TRENCHED (3 INCH DEEP) BED EDGES.
11. ALL LANDSCAPE BEDS TO HAVE A MINIMUM OF 3 INCH DEEP SHREDED HARDWOOD BARK MULCH.
12. DIMENSIONS FOR TRUNK CALIPER, HEIGHTS, AND SPREAD SPECIFIED ON THE MATERIAL SCHEDULE ARE A GENERAL GUIDE FOR THE MINIMUM REQUIRED SIZE OF EACH PLANT. QUALITY & SIZE OF PLANTS, SPREAD OF ROOTS, AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH A.N.S.I. 260 "AMERICAN STANDARD FOR NURSERY STOCK" (CURRENT EDITION) AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
13. THE QUANTITIES INDICATED ON THE MATERIAL SCHEDULE ARE PROVIDED FOR THE BENEFIT OF THE CONTRACTOR, BUT SHOULD NOT BE A GUARANTEE. ALWAYS CHECK THE QUANTITIES IN THE MATERIAL SCHEDULE AGAINST THE ACTUAL QUANTITIES AND PRICES OVER THE COURSE OF THE MATERIAL SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN QUANTITY CALCULATIONS AND THE LIABILITY PERTAINING TO THOSE QUANTITIES AND ANY RELATED CONTRACT DOCUMENTS AND/OR PRICE QUOTATIONS.
14. CONTRACTOR SHALL WARRANTY ALL MATERIAL FOR ONE YEAR AFTER DATE OF FINAL ACCEPTANCE.

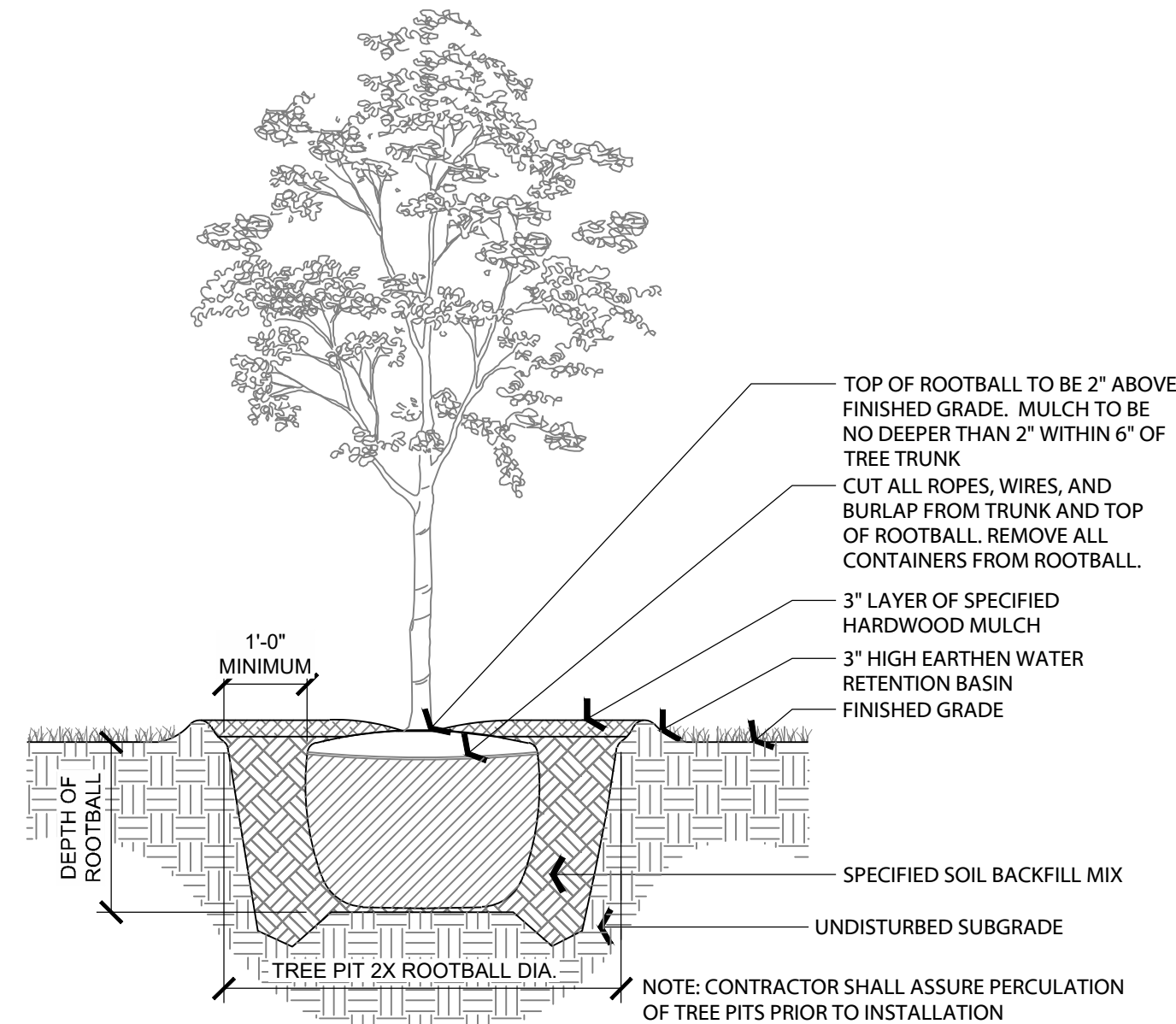
1. AREAS INDICATED FOR SOD SHALL BE TIF 419 BERMUODA GRASS, MINIMUM AGE SHALL BE 18 MONTHS, WITH ROOT DEVELOPMENT THAT WILL SUPPORT ITS OWN WEIGHT WITHOUT TEARING WHEN SUSPENDED VERTICALLY BY HOLDING THE UPPER TWO CORNERS.
2. CONTRACTOR SHALL SUBMIT SOD CERTIFICATION FOR GRASS SPECIES AND LOCATION OF SOD SOURCE. CONTRACTOR SHALL INCLUDE CERTIFICATION THAT SOD IS FREE OF DISEASE, NEMATODES, UNDESIRABLE INSECTS, AND QUARANTINE RESTRICTIONS.
3. SOD SHALL BE DELIVERED ON PALLETS. PRIOR TO INSTALLATION, SOD SHALL BE STORED AT A LOCATION THAT IS PROTECTED FROM DAMAGING EFFECTS OF SUN AND WIND.
4. 6-12 INCH COMMERCIAL TYPE FERTILIZER, WITH 50% OF THE ELEMENT DERIVED FROM ORGANIC SOURCES, SHALL BE APPLIED AT A RATE RECOMMENDED BY THE MANUFACTURER. APPLY AFTER SMOOTH RAKING OF TOPSOIL AND NO MORE THAN 48 HOURS BEFORE LAYING SOD. MIX THOROUGHLY IN THE UPPER 2 INCHES OF TOPSOIL AND LIGHTLY WATER TO AID BREAKDOWN.
5. AREAS TO RECEIVE SOD SHALL BE LIGHTLY MOISTENED IMMEDIATELY PRIOR TO LAYING SOD.
6. LAY SOD TIGHTLY WITH NO OPEN JOINTS VISIBLE AND NOT OVERLAPPING. STAGGER END JOINTS A MINIMUM OF 12 INCHES AND DO NOT STRETCH SOD PIECES.
7. ON SLOPES 6 FEET PER FOOT AND STEEPER, LAY SOD PERPENDICULAR TO SLOPE AND SECURE EVERY ROW WITH WOODEN PEGS AT A MAXIMUM 2 FEET ON-CENTER. DRIVE PEGS FLUSH WITH SOD PORTION OF SOD.
8. PRIOR TO PLACING SOD ON SLOPES OF 8 INCHES PER FOOT AND STEEPER, PLACE JUTE EROSION CONTROL MESH OVER TOPSOIL. SECURELY ANCHOR SOD IN PLACE WITH PEGS SUNK FIRMLY INTO THE GROUND. CONTRACTOR SHALL SUBMIT 12" X 12" SAMPLES OF JUTE MESH FOR TESTING TO LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
9. IMMEDIATELY AFTER INSTALLATION, WATER SODDED AREAS TO A DEPTH OF 4 INCHES.
10. AFTER SOD AND SOIL HAVE DRIED, ROLL SODDED AREAS TO ENSURE A GOOD BOND BETWEEN SOIL AND SOD. ROLLER SHALL NOT EXCEED 150 POUNDS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING (MOWING, TRIMMING, WATERING) THE SOD UNTIL THE INSTALLATION IS INSPECTED AND ACCEPTED BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.
12. FOR AREAS WHERE SOD IS NOT APPLIED, AREAS THAT SHOW DETERIORATION FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE OF THE INSTALLATION, DETERIORATED MATERIAL SHALL BE REPLACED WITH SOD OF EQUAL QUALITY ORIGINALLY SPECIFIED AT NO EXPENSE TO THE OWNER.
13. CONTRACTOR TO PROVIDE A MINIMUM OF 6" OF WELL DRAINED TOPSOIL BELOW SOD.

1. ALL DISTURBED AREAS TO BE SEEDDED WITH "TIF 419" BERMUUDA GRASS AT THE RATE OF 5 POUNDS PER 1,000 SQUARE FEET. ALL SEED TO BE 98% PURE WITH 85% GERMINATION AND CONFORM TO ALL STATE REQUIREMENTS FOR GRASS SEED. THE FERTILIZER SHALL BE 6-12-12 COMMERCIAL TYPE WITH 50% OF ITS ELEMENTS DERIVED FROM ORGANIC SOURCES.
2. STRAW MULCH SHALL BE PLACED UPON SEEDING AREAS. STRAW SHALL BE OATS OR WHEAT STRAW, FREE FROM WEEDS, FOREIGN MATTER DETRIMENTAL TO PLANT LIFE, AND DRY. HAY OR CHOPPED CORNSTALKS ARE NOT ACCEPTABLE.
3. CONTRACTOR SHALL VERIFY THAT THE PREPARED SOIL BASE IS READY TO RECEIVE WORK. THE TOPSOIL SHALL BE CULTIVATED TO A DEPTH OF 4 INCHES WITH A MECHANICAL TILLER AND SUBSEQUENTLY RAKED UNTIL "SMOOTH." FOREIGN MATERIALS COLLECTED DURING CULTIVATION AND RAKING OPERATIONS SHALL BE REMOVED FROM THE PROJECT SITE.
4. FERTILIZER SHALL BE APPLIED PER THE MANUFACTURER'S RECOMMENDATIONS. LIMESTONE MAY BE APPLIED WITH THE FERTILIZER. FERTILIZER SHALL BE APPLIED AFTER SMOOTH RAKING AND PRIOR TO ROLLER COMPACTION AND IT SHALL BE MIXED THOROUGHLY IN THE UPPER 2 INCHES OF TOPSOIL.
5. SEED SHALL BE APPLIED EVENLY IN TWO INTERSECTING DIRECTIONS AND RAKED IN LIGHTLY. THE TOPSOIL SHALL BE LIGHTLY WATERED PRIOR TO APPLYING SEED. DO NOT SEED AREA IN EXCESS OF THAT WHICH CAN BE MULCHED ON THE SAME DAY.
6. ROLL SEEDED AREA WITH ROLLER NOT EXCEEDING ONE AND ONE HALF POUNDS.
7. IMMEDIATELY FOLLOWING ROLLING AND COMPACTION, APPLY STRAW MULCH AT THE RATE OF ONE AND ONE HALF BALE PER 1,000 SQUARE FEET. SEED AREAS AFTER MULCHING, APPLY WATER TO THE SEED AREAS AND SATURATE THE GROUND TO A DEPTH OF 4 INCHES.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING SEEDED AREAS TO PREVENT GRASS AND SOIL FROM DRYING OUT UNTIL THE INSTALLATION IS INSPECTED AND ACCEPTED BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR RESEEDING BARE SPOTS FOR A PERIOD OR ONE YEAR AFTER ACCEPTANCE OF INSTALLATION AT NO EXPENSE TO THE OWNER.

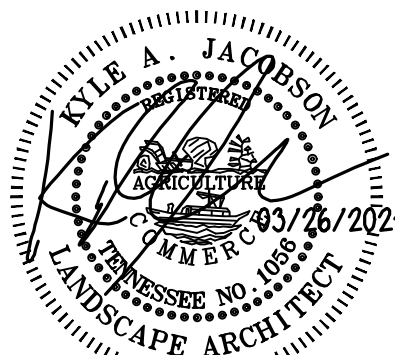
<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>CONT</u>	<u>CAL</u>	<u>SIZE</u>
TREES						
	UA	4	ULMUS AMERICANA / AMERICAN ELM	B & B	2.5" CAL	12-15' H



N.T.S. P-24.505.1-1

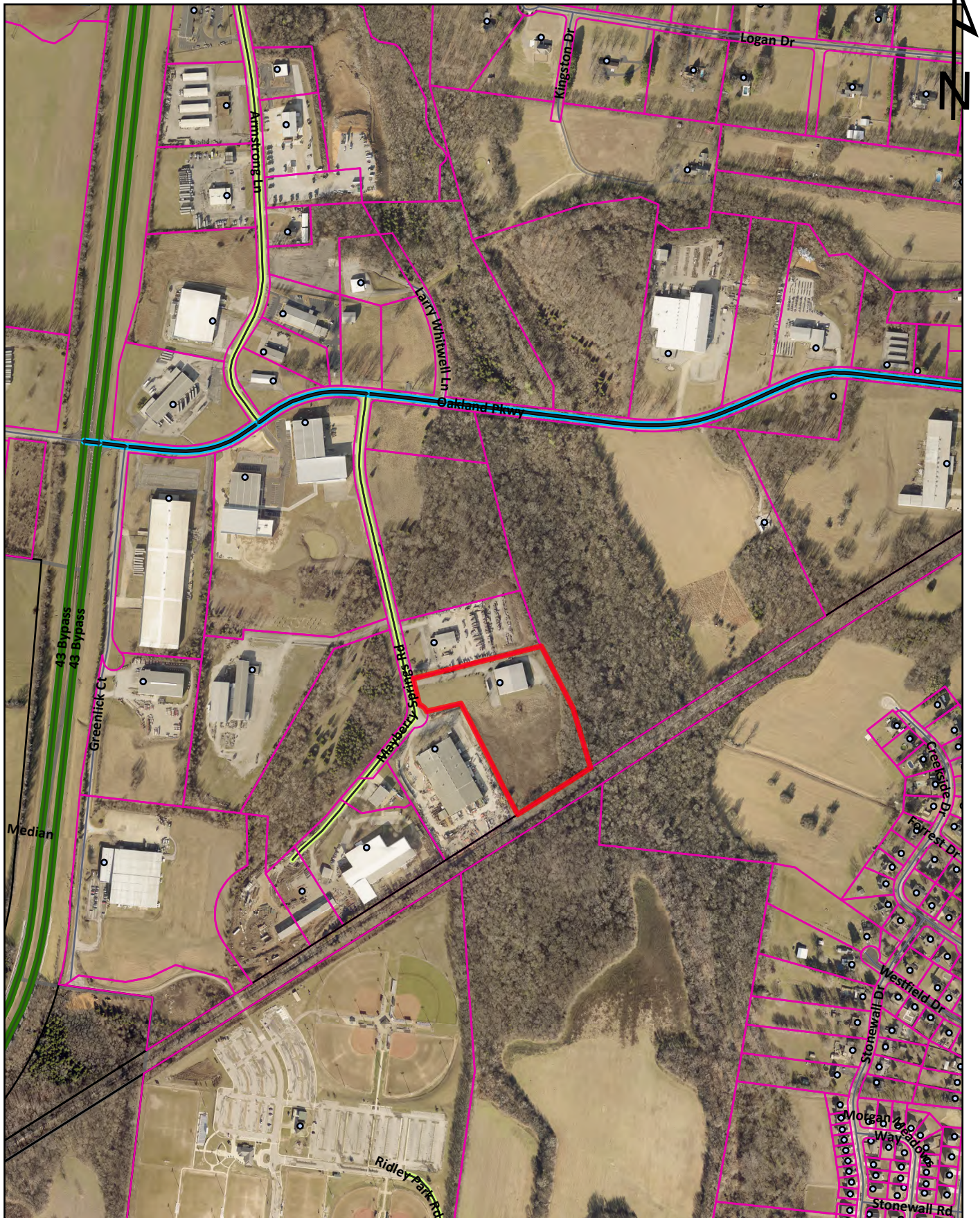


NOT TO SCALE



811 Mayberry Springs Road
Columbia, Maury County, Tennessee, 38401
Map 101 - Parcel 34.04

PROJECT NO.: 24-505-01



Case #24-0356
 811 Mayberry Springs Road
 Tax Map 101 Parcel 34.04

City of Columbia
 Development Services
 700 N. Garden Street
 Columbia, TN 38401
www.columbiatn.gov





BOARD OF ZONING
VARIANCE APPLICATION AND CHECKLIST
SUBMITTAL REQUIREMENTS

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If there is no access to a computer, please submit all pertinent information on a flash drive as well as
provide one hard copy*

1. Applicants must complete this application, include required supporting materials, & pay the required fee (\$200.00 for owner-occupied residential, \$400 for all others) by the published submittal deadline. Please contact the Columbia Development Services Department with any questions or to discuss any concerns during the BZA submittal & review process: Kevin McCarthy, City Planner, kmccarthy@columbiatn.com or (931) 560-1560.
2. Please provide the following information:
 - a. Completed application.
 - b. **For a setback variance only:** The length of the boundaries of the lot measured to the nearest foot. Locations, square footages, and exterior dimensions, measured from outside wall to outside wall, of all existing and proposed buildings and structures. *A plot plan may satisfy this requirement.*
 - c. **For all variances requests:** Completion of the Requirements of Variance Sheet on this Application or a Justification Letter addressing the seven (7) criteria.
 - d. Applicable drawings, illustrations, and so forth, to accompany the request.
 - e. Any additional information requested by the Department of Development Services that will be necessary to fully complete a review by City Staff and/or by the Board of Zoning Appeals.
3. Please submit the final request to the Department of Development Services according to the established Board Deadline and Meeting schedule. A representative must attend the BZA Meeting.

BOARD OF ZONING APPEALS APPLICATION COLUMBIA, TENNESSEE					
LOT ADDRESS: 811 Mayberry Springs Road, Columbia, TN 38401-9346					
ZONING: SD-LI (Special District Light-Industrial)			LOT ACREAGE: +/- 10.08 Acres		
LAND USE: TEC			BUILDING SQUARE FOOTAGE: 20,045 SF		
ESTABLISHED/EXISTING SETBACKS (DISTANCE BETWEEN BUILDINGS AND PROPERTY LINES): FRONT: _____ ft. SIDE: _____ ft. REAR: _____ ft.					
OTHER INFORMATION: Variance of the max fence height required for the United States Department of Justice.					

VARIANCE PERMIT REQUEST

EXCEPTIONAL HARDSHIP VARIANCE REQUEST		
1. If requesting a Setback Variance, indicate below which yard the setback variance is located within and provide an exact measure of the distance of the new setback in feet. 2. If requesting a Variance of any other provision of the <i>Zoning Ordinance</i>, provide a detailed explanation below in "Other Variance Request." Please note that the <i>Zoning Ordinance</i> does not allow variances from certain standards listed at § 8.5.16.D.3.		
SETBACK VARIANCE <i>Check applicable yard</i>	☐ FRONT YARD ☐ SIDE YARD ☐ REAR YARD	REQUESTED SETBACK (<i>ft</i>):
ZONING ORDINANCE SECTION:		
OTHER VARIANCE REQUEST	REASON FOR REQUEST: To provide safety and security for US law enforcement facility.	

APPLICANT

NAME	UrbanOrder/Tampa	PHONE	813-832-5557
ADDRESS	5006 S. Elberon St, Tampa, FL 33611	EMAIL	jtoph@tampabay.rr.com

PROPERTY OWNER

NAME	Hoover Property Knoxville, LLC	PHONE	813-758-8023
ADDRESS	1413 Cumberland Falls Hwy, Corbin, KY 40701	EMAIL	tob_trickey@hotmail.com

In filling out this application, I attest that (1) I am familiar with the rules, regulations, and procedures of the City of Columbia & (2) all information contained herein is accurate & true to the best of my knowledge.

Joseph Toph

Joseph
Toph

Digitally signed
by Joseph Toph JT
Date: 2024.08.13
10:26:58 -04'00'

8-13-24

APPLICANT NAME

APPLICANT SIGNATURE

DATE

Tob Trickey, CFO/Manager

TT

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REQUIREMENTS FOR A VARIANCE
Section 8.5.16.L of the City of Columbia Zoning Ordinance

The Board of Zoning Appeals shall not grant a variance unless it makes a finding, based on the evidence presented, that all of the following seven criteria are sufficiency and fully satisfied.

*The BZA cannot, by law, consider financial or personal matters
in the justification of any of the seven criteria.*

Please demonstrate how your request satisfied each of the following:

(You may use this sheet or attach separate pages)

1. That by reason of exceptional narrowness, shallowness, or shape of a particular piece of property at the time of enactment of this ordinance, or by reason of exceptional topographic conditions or other exceptional and extraordinary situation or condition of such piece of property, the strict application of any regulation contained within this ordinance would result in peculiar and exceptional practical difficulties to or exceptional or undue hardship upon the owner of such property.
The owner has entered into a 20 year lease with a US Department of Justice agency. The building is high security facility that requires a greater level of security and confidentiality not typically associated with most buildings. The protection of assets and safety for employees and visitors is critical. Hence, the need for an 8' fence, with outriggers, surrounding the secured parking area and building. This will provide intruder protection as well as privacy and discretion. Transparency is a vulnerability for a facility like this. This will allow for a safe and secure environment for the entire area.
2. That the variance is the <u>minimum variance</u> that will relieve such difficulties or hardship and thereby make possible the reasonable use of the land, building, or structure.
The US Department of Justice agency has many years of experience in providing a safe and secure environment and has adopted the 8' fence, with outriggers as an acceptable variance for their facilities. Also note, the fence is located at the sides and rear of the building diminishing it's impact on the surrounding properties. To the rear of the facility it is wooded or green space. their facilities. It also enhances the safety and security for the surrounding area.
3. That the variance will not authorize activities in a zone district other than those permitted by this ordinance.
The US Department of Justice agency will not authorize or enter into any activity that is against the zoning district, or the laws of the local, state and US government.

4. That financial returns alone shall not be considered as a basis for granting a variance. The variance for an 8' fence height, with an outrigger on top, is strictly for the safety and security of the law enforcement personnel and surrounding facilities.
5. That the granting of the variance will not be detrimental to the public welfare, injurious to other property or improvements in the area in which the subject property is located, or a substantial impairment to the intent and purpose of the general provisions of this Zoning Ordinance. The variance will not be detrimental to the public welfare, injurious to other property or improvements in the area, or a substantial impairment to the intent and purpose of the Zoning Ordinance. Increasing the fence height will enhance the public welfare by making a safer and more secure facility. The increase height of the fence will deter people from attempting to climb the fence, or observe activity of the grounds or use photographic equipment. We are not injuring the surrounding area. We are developing approximately 2.5 acres within a 10 acre lot, within a light industrial park.
6. That the purposed variance will not impair an adequate supply of light and air to the adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety. Increasing the height of the fence will not impair any of the above. It will actually improve public safety.
7. That the alleged difficulty or hardship has not been knowingly and intentionally created by any person having an interest in the property after the effective date of this ordinance. The hardship has existed with US law enforcement agencies for many years. Hence the need to provide safety and security for the personnel both within facility and the surrounding area.



BOARD OF ZONING
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CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
STAFF REPORT

CONTACT INFORMATION

Kevin C. McCarthy, AICP, City Planner & Zoning Administrator, kmccarthy@columbiatn.com

DOCKET/CASE/APPLICATION
NUMBER
23-0332

APPLICANT/ PROPERTY OWNER
**AT&T (through David A. Pike) /
Marketing Group 1 LLC**

PUBLIC HEARING DATE
September 12, 2024

PROPERTY ADDRESS/LOCATION
**1616 Harley Davidson Blvd/
Tax Map 93 Parcels 1.01**

REQUEST: Conditional Use (Wireless Communications Facility)

The applicant requests that the Board approve a one-year extension of the deadline to terminate use of the subject site for a temporary Wireless Communication Facility. In September of 2023, the Board approved a Conditional Use permit to allow the use. That approval included a condition that the use cease by June 15, 2024. The Board authorized the Zoning Administrator to grant two 60-day extensions. The permanent site that the applicant had sought did not work out, leaving AT&T to find an alternative location. The applicant requested the two 60-day extensions while it worked on securing a site and regulatory approvals. The Zoning Administrator approved those requests. The applicant has recently secured a site in unincorporated Maury County. In late August of 2024, the applicant also obtained necessary approvals from the Maury County Board of Zoning Appeals and Maury County Regional Planning Commission, thereby providing reasonable assurance that the temporary use will not be extended indefinitely. The applicant requests that the Board extend its use of a Cell on Wheels (COW) at property located on Harley Davidson Boulevard near I-65 until June 2025 while it prepares the permanent tower in unincorporated Maury County.

The subject property is zoned CD-4C (General Urban Corridor). Table 4.3.9.1-A of the Zoning Ordinance authorizes the Board to approve the use in a CD-4C. Section 4.3.9.E.6 of the Zoning Ordinance prescribes specific standards for wireless communications facilities. In addition to these standards, the Board may impose restrictions and conditions which ensure compatibility with surrounding properties. Staff recommends **approval** of the proposed conditional use, **subject to conditions** listed in the sample motion at the end of the report.



EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
CD-4C	Motor Vehicle Sales	CD-4/CD4-C Vacant/Townhomes	N/A	± 5.28 acres

DEVELOPMENT STATUS & HISTORY:

Previous Requests/Approval:	N/A
Conditions of Previous Approval:	N/A

REVIEW & ASSESSMENT:

Subject Site:

The subject site is comprised of a commercial building on a ± 5.28 acre lot. The structure, a 30,800 square foot building, was constructed in 2008. Adjacent parcels are mostly vacant with a mix of zoning. There is a residential development underway on the property to the east.

Zoning Ordinance:

Staff reviewed the request for a Conditional Use permit for conformity with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below; the most applicable standards are **bolded** and underlined. Staff comments follow in the next section. Some of the listed standards are not applicable to this request for temporary approval.

8.5.16.J BOARD OF ZONING APPEALS ACTION.

1. The Board of Zoning Board of Appeals shall conduct a public hearing pursuant to Section 8.5.16.G.
2. After conducting the public hearing, and considering the recommendations of the Zoning Administrator and the requirements listed in, Sections 8.5.16K, the Board of Zoning Appeals shall:
 - a) Approve the request;
 - b) Approve the request with conditions.
 - c) Deny the request; or
 - d) Continue the hearing.

8.5.16.K CONDITIONAL USE PERMIT SPECIFIC REQUIREMENTS.

1. A Conditional Use Permit may be granted provided the Board of Zoning Appeals finds that the request conforms to the following requirements:
 - a) The proposed Use is listed as a Conditional Use for the applicable District.
 - b) The proposed Use conforms to all applicable standards listed in Section [4.3.9.E], for the proposed Use;
 - c) The proposed Use is so designed, located, and proposed to be operated **that the public health, safety, and welfare will be protected;**
 - d) The proposed Use will not adversely affect other property in the area in which it is located;
 - e) The proposed Use conforms to all applicable provisions of this Ordinance for the District in which it is to be located.
2. The Board of Zoning Appeals may impose such **other conditions and restrictions upon the premises benefited by a Conditional Use Permit as may be necessary to reduce or minimize the injurious effect** of such Conditional Use upon and ensure compatibility with surrounding properties. **The Board of Zoning Appeals may establish dates for the expiration of any Conditional Use Permit as a condition of approval.**

4.3.9.E.6.AM WIRELESS COMMUNICATIONS FACILITIES

Wireless Communication Facilities shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) The requirements set forth in this Section 4.3.9.D.6.n. shall govern the location of Towers that exceed, and antennas that are installed at a height in excess of 70 feet. The height limitations applicable to Buildings and Structures shall not apply to Towers and Antennas.
- (2) Antennas or Towers located on property owned, leased, or otherwise controlled by the CITY shall be exempt from the requirements of this subsection, provided a license or lease authorizing such Antenna or Tower has been approved by City Council.
- (3) This Section shall not govern any Tower, or the installation of any Antenna, that is under 70 feet in height and is owned and operated by a federally – licensed amateur radio station operator or is used exclusively for receive – only Antennas.
- (4) The following requirements must be met:
 - a. Site and landscape plans drawn to scale and landscape plans drawn to scale;
 - b. A report including a description of the Tower with technical reasons for its design;
 - c. Documentation establishing the structural integrity for the Tower's proposed uses, certified by a professional engineer licensed in the State of Tennessee competent in such



CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
STAFF REPORT

- design, the general capacity of the Tower and information necessary to assure that ANSI (American National Standard Institute) standards are met;
- d. A statement of intent whether excess space on the Tower will be leased;
 - e. Proof of ownership of the site or a copy of the owner's authorization to use the site;
 - f. Copies of any Easements necessary to gain access or limited Development areas;
 - g. An analysis of the site containing existing topographical contours;
 - h. A written opinion from an appropriate authority that the soils and underlying materials will support the intended Structure;
 - i. Evidence that the Tower facility meets technical emissions standards set by the FCC (Federal Communication Commission);
 - j. Evidence of "Determination of No Hazard" from the FAA (Federal Aviation Administration), as well as all required FCC permit information;
 - k. Alternatives to the Tower location and why this site was selected; and**
 - l. Evidence that the site complies with requirements of the NEPA (National Environmental Policy Act) in regard to impact on wildlife, endangered species, historical sites, Native American religious sites, floodplains, wetlands, high intensity white lights in Residential neighborhoods, and frequency emissions in excess of FCC guidelines.
- (5) **Towers may be built on the same Lot or Building Site with another Principal Use.** A separation a minimum of the Tower height between the Tower and any other Principal Use is required in order to provide for the health, safety and welfare of individuals and Structures occupying the same site. Joint use is prohibited on a Lot or Building Site where a proposed or existing Principal Use includes the storage, distribution or sale of volatile, flammable, explosive or hazardous wastes such as LP gas, propane, gasoline, natural gas and corrosive or dangerous chemicals.
- (6) Towers 80 feet or more in height shall be located on the Lot so that the distance from the base of the Tower to any adjoining property line or supporting Structure of another Tower is a minimum of 100% of the proposed Tower height. No Variance shall be granted from this minimum setback requirement.
- (7) Except as specifically required by the FAA (Federal Aviation Administration) or the FCC (Federal Communication Commission), transmission Structures shall:
- a. use colors such as gray, blue or green which reduce their visual impacts; provided, wooden poles do not have to be painted; and
 - b. not be illuminated, except equipment shelters may use lighting for security reasons which is compatible with the surrounding neighborhood;
 - c. not use strobe lights unless specifically required by FAA.
- (8) Any proposed Tower shall be structurally designed so as to accommodate the minimum number of foreseeable shared users.
- (9) No advertising or display is permitted on any Communication Tower.
- (10) Any Accessory Buildings or Structures shall be located a minimum of 50 feet from any adjoining property line. Except for emergency purposes, the accessory facilities may not include offices, long-term vehicular storage, other outdoor storage, or broadcast studios, unless the Use is permitted in the district.
- (11) The **Tower base and equipment area shall be enclosed with a fence no less than six feet in height. Access shall be locked at all times when the site is not occupied.**

- (12) Where the Tower site abuts or is contiguous to any Residential District, there shall be provided a continuous, solid Screening and it shall be of such plant material as will provide an evergreen Screen. Screening as required herein shall be not less than four feet in height at the time of planting and shall be permanently maintained.
- (13) Location on any other Structure other than a Tower (i.e. water tank, utility poles, roof tops, etc.) is permitted subject to the provisions listed above relating to a Tower location.
- (14) Co – location on Towers is encouraged.

RECOMMENDATION:

Approval Subject to Conditions.

Recommended Motion:

Move to find that the proposed Conditional Use conforms to the requirements listed at Section 8.5.16 of the City of Columbia Zoning Ordinance and approve Conditional Use 23-0332 subject to the following conditions:

- 1) That the approval shall expire on June 15, 2025;
- 2) Any extension of the temporary use must be approved by the Board;
- 3) That the area around the temporary use shall remain fenced and secured for public safety;
- 4) That the COW shall not be raised to a height greater than 64’;
- 5) That the temporary use shall not cause the site and its principal use to become noncompliant with requirements of City of Columbia ordinances (e.g. parking, stormwater, etc.);
- 6) The applicant will provide detailed site plans and fencing specification for review and approval by the Zoning Administrator, the City Engineer, the Chief Building Official, and the City of Columbia Fire Marshal prior to establishing the use; and
- 7) The applicant shall inform the Zoning Administrator of any cessation or change to the status of the temporary use.

Alternative Motions:

Alternative Motion [Approve]:

Move to find that the proposed Conditional Use conforms to the requirements listed at Section 8.5.16 of the City of Columbia Zoning Ordinance and approve Conditional Use 23-0332.

Alternative Motion [Deny]:

Move to deny the proposed Conditional Use having found *[list reasons for denial]*.

Alternative Motion [Defer]:

Move to find that there is insufficient information to make a decision, continue the hearing, and request that the [applicant/staff] provide: *[list additional information]* for review at a future meeting.



August 6, 2024

Kevin McCarthy, City Planner
City of Columbia
Development Services
700 North Garden Street
Columbia, TN 38401

1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-0369
Phone (502) 955-4400 or (800) 516-4293
Fax (502) 543-4410 or (800) 541-4410

RE: Request for Extension of Approval
New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility
Site Location: 1616 Harley Davidson Blvd., Columbia, TN 38401
Site Name: I-65

Dear Mr. McCarthy:

This is a request to extend the approval for the COW site. As discussed in our prior June 7, 2024, letter, AT&T has secured a lease for a replacement tower at 1860 Luther Sharp Road in unincorporated Maury County. However, to resolve a title problem, it was necessary to survey the 54-acre parcel. The survey work was delayed for a number of reasons, but we expect the surveyor to complete it this week for use by the property owner's attorney in the preparation of a deed of consolidation to be recorded with Maury County.

As a result of the title issue, AT&T's due diligence and preparation of final zoning exhibits for the relocation site was delayed. AT&T plans to submit a zoning application to Maury County by the deadline for the November meeting of the Board of Zoning Appeals. If the new tower is approved by the Board of Zoning Appeals, then a site plan review will be scheduled for the Planning Commission at their January 2025 meeting. Once all of the permitting is completed, then AT&T expects to have the new tower constructed and on-the-air by June 30, 2025.

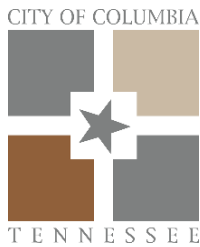
We recognize that the timeline is longer than originally projected. As you will recall, AT&T previously provided service to the area from a tower located at 1624 Bear Creek Pike, Columbia, TN owned American Towers, LLC (ATC). However, when ATC's lease expired the tower was removed, leaving AT&T without a site to provide service to the area. ATC assured AT&T that a new tower in unincorporated Maury County would be ready for collocation sometime in May 2024. However, when follow-up discussions caused AT&T concern that ATC would not meet its projections and could not be relied upon to timely provide a tower for collocation, AT&T began diligently working to secure a new tower site independent of ATC.

As you know, the development of a tower site takes time. We appreciate your patience.

Sincerely,

A handwritten signature in blue ink that reads 'Robert W. Grant'.

Robert W. Grant
Attorney for Applicant



DEVELOPMENT SERVICES

August 10, 2024

Robert W. Grant
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
PO Box 369
Shepherdsville, KY 40165-0369

via email: rgrant@pikelegal.com

RE: 1616 Harley Davidson Blvd/
Tax Map 93 Parcel 1.01

Mr. Grant,

On September 14, 2023, the Columbia Board of Zoning Appeals (BZA) authorized use of land located at the above referenced address for a *temporary* wireless communication facility subject to conditions. The approval expired on June 15, 2024. However, the Zoning Administrator is authorized to grant up to two 60-day extensions. Any additional extension of the temporary use must be approved by the Board.

On May 9, 2024 you indicated that AT&T is diligently working to secure a permanent site in the area and requested an extension of the conditional use approval. That request was granted on May 16, 2024.

On May 9, 2024 you indicated that AT&T has secured another site but will not be able to meet the deadline due to circumstances beyond its control. You further requested that the temporary use tower remain in place, possible as late as June 2025. As authorized by the BZA, I am extending the expiration of conditional use approval through **October 13, 2024**, subject to the condition listed below.

On or before August 19, 2024, please make a formal request to appear on the September 12, 2024 agenda of the Board of Zoning Appeals to request further extension of the temporary use. The request should include the anticipated timeline for review by Maury County Building & Zoning.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin McCarthy", with a stylized flourish at the end.

Kevin McCarthy, AICP
City Planner & Zoning Administrator

From: [Robert Grant](#)
To: [Kevin McCarthy](#)
Cc: [David Pike](#); [Keith Brown](#); [Stephen Lentz](#); [Aaron Roof](#); [Chris Shouse](#)
Subject: [Caution External Email] - RE: I-65 Temp Tower - 23-0332 Conditional Use Approval - Extension Request
Date: Thursday, May 9, 2024 2:17:47 PM

Kevin,

As you know, the Board's approval of the temporary tower expires on June 15, 2024, but can be extended by the Zoning Administrator. AT&T is diligently working on securing a permanent new tower site in unincorporated Maury County, but it is taking longer than expected.

Will you extend the expiration of the Board's approval to avoid any disruption in service?

Sincerely,
Robert W. Grant
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
PO Box 369
Shepherdsville, KY 40165-0369
Telephone: 502-955-4400 or 800-516-4293
Telefax: 502-543-4410 or 800-541-4410
Mobile: 502-836-0729
Email: rgrant@pikelegal.com

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From: Robert Grant
Sent: Monday, September 11, 2023 1:10 PM
To: Kevin McCarthy <kmccarthy@columbiatn.com>
Cc: David Pike <dpike@pikelegal.com>; Keith Brown <kbrown@pikelegal.com>; Stephen Lentz <slentz@pikelegal.com>; Aaron Roof <aroof@pikelegal.com>; Chris Shouse <cshouse@pikelegal.com>
Subject: RE: 23-0332 Conditional Use Request

Kevin,

Thank you for making the requested change. We have attached our power point presentation for inclusion in the administrative record.

Sincerely,

Robert W. Grant

Pike Legal Group PLLC

1578 Highway 44 East, Suite 6

PO Box 369

Shepherdsville, KY 40165-0369

Telephone: 502-955-4400 or 800-516-4293

Telefax: 502-543-4410 or 800-541-4410

Mobile: 502-836-0729

Email: rgrant@pikelegal.com

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From: Kevin McCarthy <kmccarthy@columbiatn.com>

Sent: Monday, September 11, 2023 11:41 AM

To: Robert Grant <rgrant@pikelegal.com>

Subject: RE: 23-0332 Conditional Use Request

Yes. Thank you for letting me know.

Kevin C. McCarthy, AICP

City Planner

From: Robert Grant <rgrant@pikelegal.com>

Sent: Monday, September 11, 2023 8:33 AM

To: Kevin McCarthy <kmccarthy@columbiatn.com>

Subject: [Caution External Email] - RE: 23-0332 Conditional Use Request

Kevin,,

One other thing, American Tower has projected to AT&T that its new tower will be ready for collocation sometime in May, 2024. Since the staff report is currently in draft form, would it be possible to extend the condition to June 15, 2024 to provide for any unexpected delays?

Sincerely,
Robert W. Grant
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
PO Box 369
Shepherdsville, KY 40165-0369
Telephone: 502-955-4400 or 800-516-4293
Telefax: 502-543-4410 or 800-541-4410
Mobile: 502-836-0729
Email: rgrant@pikelegal.com

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From: Kevin McCarthy <kmccarthy@columbiatn.com>

Sent: Sunday, September 10, 2023 7:05 PM

To: Robert Grant <rgrant@pikelegal.com>

Subject: Fw: 23-0332 Conditional Use Request

Mr. Grant. Did you receive the staff report?

Thanks!

Kevin C. McCarthy, AICP

City Planner

700 N. Garden Street

Columbia, TN 38401

Office Phone: 931.560.1531

kmccarthy@columbiatn.com<<mailto:kmccarthy@columbiatn.com>>

[City Logo-Email2]

From: Kevin McCarthy
Sent: Friday, September 8, 2023 4:51 PM
To: rgrant@pikelegal.com
Cc: David Pike; Glenn Harper; Melissa Sanders
Subject: 23-0332 Conditional Use Request

Good afternoon. A draft staff report for your Conditional Use request is attached. The Board of Zoning Appeals will hear this request at its upcoming meeting at 9:00 am on September 14, 2023. The Board meets in Council Chambers at City Hall, located at 700 North Garden Street in Columbia. Please let me know if you have any questions.

Thank you.

Kevin C. McCarthy, AICP

City Planner & Zoning Administrator

700 N. Garden Street

Columbia, TN 38401

Office Phone: 931.560.1531

kmccarthy@columbiatn.com<<mailto:kmccarthy@columbiatn.com>>

[City Logo-Email2]

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DEVELOPMENT SERVICES

May 16, 2024

Robert W. Grant
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
PO Box 369
Shepherdsville, KY 40165-0369

via email: rgrant@pikelegal.com

RE: 1616 Harley Davidson Blvd/
Tax Map 93 Parcel 1.01

Mr. Grant,

On September 14, 2023, the Columbia Board of Zoning Appeals (BZA) authorized use of land located at the above referenced address for a *temporary* wireless communication facility subject to conditions. The approval expires on June 15, 2024, provided, however, that the Zoning Administrator is authorized to grant up to two 60-day extensions.

On May 9, 2024 you indicated that AT&T is diligently working to secure a permanent site in the area and requested an extension of the conditional use approval. As authorized by the BZA, I am extending the expiration of conditional use approval through **August 14, 2024**, subject to receipt of the information requested below.

On or before June 15, 2024, please provide a letter addressed to the BZA outlining the steps taken to secure a permanent tower location. Please indicate AT&T's contingency plans should it be unable to secure a permanent location in unincorporated Maury County. The letter should provide reasonable assurance that the temporary use will cease prior to the extended expiration date.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin McCarthy", with a stylized flourish at the end.

Kevin McCarthy, AICP
City Planner & Zoning Administrator

CONTACT INFORMATION

Kevin C. McCarthy, AICP, City Planner, kmccarthy@columbiatn.com 931-560-1531

**DOCKET/CASE/APPLICATION
NUMBER
23-0332**

**APPLICANT/ PROPERTY
OWNER
AT&T (through David A. Pike) /
Marketing Group 1 LLC**

**PUBLIC HEARING DATE
September 14, 2023**

**PROPERTY
ADDRESS/LOCATION
1616 Harley Davidson Blvd/
Tax Map 93 Parcels 1.01**

REQUEST: Conditional Use (Wireless Communications Facility)

The applicant requests the Board's approval of a Conditional Use permit to allow a temporary Wireless Communication Facility. Specifically, the applicant proposes to place a Cell on Wheels (COW) on property located on Harley Davidson Boulevard near I-65. The applicant's lease of an adjacent property at 16234 Bear Creek Pike recently expired. The owner of that property unexpectedly declined to renew the lease. Placing the COW on the subject site will provide temporary continuation of service until a new permanent site is established nearby in unincorporated Maury County. The long-term location should be operational sometime between May 2024 and September 2025. The subject property is zoned CD-4C (General Urban Corridor). Table 4.3.9.1-A of the Zoning Ordinance authorizes the Board to approve the use in a CD-4C. Section 4.3.9.E.6 of the Zoning Ordinance prescribes specific standards for wireless communications facilities. In addition to these standards, the Board may impose restrictions and conditions which ensure compatibility with surrounding properties. Staff recommends **approval** of the proposed conditional use, **subject to conditions** listed in the sample motion at the end of the report.



EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
CD-4C	Motor Vehicle Sales	CD-4/CD4-C Vacant/Townhomes	N/A	± 5.28 acres

DEVELOPMENT STATUS & HISTORY:

Previous Requests/Approval: N/A

Conditions of Previous Approval: N/A

REVIEW & ASSESSMENT:

Subject Site:

The subject site is comprised of a commercial building on a ± 5.28 acre lot. The structure, a 30,800 square foot building, was constructed in 2008. Adjacent parcels are mostly vacant with a mix of zoning. There is a residential development underway on the property to the east.

Zoning Ordinance:

Staff reviewed the request for a Conditional Use permit for conformity with the City of Columbia Zoning Ordinance. The relevant provisions of the Ordinance are listed below; the most applicable standards are **bolded** and underlined. Staff comments follow in the next section. Some of the listed standards are not applicable to this request for temporary approval.

8.5.16.J BOARD OF ZONING APPEALS ACTION.

1. The Board of Zoning Board of Appeals shall conduct a public hearing pursuant to Section 8.5.16.G.
2. After conducting the public hearing, and considering the recommendations of the Zoning Administrator and the requirements listed in, Sections 8.5.16K, the Board of Zoning Appeals shall:
 - a) Approve the request;
 - b) Approve the request with conditions.
 - c) Deny the request; or
 - d) Continue the hearing.

8.5.16.K CONDITIONAL USE PERMIT SPECIFIC REQUIREMENTS.

1. A Conditional Use Permit may be granted provided the Board of Zoning Appeals finds that the request conforms to the following requirements:
 - a) The proposed Use is listed as a Conditional Use for the applicable District.
 - b) The proposed Use conforms to all applicable standards listed in Section [4.3.9.E], for the proposed Use;
 - c) The proposed Use is so designed, located, and proposed to be operated **that the public health, safety, and welfare will be protected;**
 - d) The proposed Use will not adversely affect other property in the area in which it is located;
 - e) The proposed Use conforms to all applicable provisions of this Ordinance for the District in which it is to be located.
2. The Board of Zoning Appeals may impose such **other conditions and restrictions upon the premises benefited by a Conditional Use Permit** as **may be necessary to reduce or minimize the injurious effect** of such Conditional Use upon and ensure compatibility with surrounding

properties. **The Board of Zoning Appeals may establish dates for the expiration of any Conditional Use Permit as a condition of approval.**

4.3.9.E.6.AM WIRELESS COMMUNICATIONS FACILITIES

Wireless Communication Facilities shall be permitted in accordance with the applicable Use Table, subject to the following:

- (1) The requirements set forth in this Section 4.3.9.D.6.n. shall govern the location of Towers that exceed, and antennas that are installed at a height in excess of 70 feet. The height limitations applicable to Buildings and Structures shall not apply to Towers and Antennas.
- (2) Antennas or Towers located on property owned, leased, or otherwise controlled by the CITY shall be exempt from the requirements of this subsection, provided a license or lease authorizing such Antenna or Tower has been approved by City Council.
- (3) This Section shall not govern any Tower, or the installation of any Antenna, that is under 70 feet in height and is owned and operated by a federally – licensed amateur radio station operator or is used exclusively for receive – only Antennas.
- (4) The following requirements must be met:
 - a. Site and landscape plans drawn to scale and landscape plans drawn to scale;
 - b. A report including a description of the Tower with technical reasons for its design;
 - c. Documentation establishing the structural integrity for the Tower’s proposed uses, certified by a professional engineer licensed in the State of Tennessee competent in such design, the general capacity of the Tower and information necessary to assure that ANSI (American National Standard Institute) standards are met;
 - d. A statement of intent whether excess space on the Tower will be leased;
 - e. Proof of ownership of the site or a copy of the owner’s authorization to use the site;
 - f. Copies of any Easements necessary to gain access or limited Development areas;
 - g. An analysis of the site containing existing topographical contours;
 - h. A written opinion from an appropriate authority that the soils and underlying materials will support the intended Structure;
 - i. Evidence that the Tower facility meets technical emissions standards set by the FCC (Federal Communication Commission);
 - j. Evidence of “Determination of No Hazard” from the FAA (Federal Aviation Administration), as well as all required FCC permit information;
 - k. **Alternatives to the Tower location and why this site was selected; and**
 - l. Evidence that the site complies with requirements of the NEPA (National Environmental Policy Act) in regard to impact on wildlife, endangered species, historical sites, Native American religious sites, floodplains, wetlands, high intensity white lights in Residential neighborhoods, and frequency emissions in excess of FCC guidelines.
- (5) **Towers may be built on the same Lot or Building Site with another Principal Use.** A separation a minimum of the Tower height between the Tower and any other Principal Use is required in order to provide for the health, safety and welfare of individuals and Structures occupying the same site. Joint use is prohibited on a Lot or Building Site where a proposed or existing Principal Use includes the storage, distribution or sale of volatile, flammable, explosive or hazardous wastes such as LP gas, propane, gasoline, natural gas and corrosive or dangerous chemicals.

- (6) Towers 80 feet or more in height shall be located on the Lot so that the distance from the base of the Tower to any adjoining property line or supporting Structure of another Tower is a minimum of 100% of the proposed Tower height. No Variance shall be granted from this minimum setback requirement.
- (7) Except as specifically required by the FAA (Federal Aviation Administration) or the FCC (Federal Communication Commission), transmission Structures shall:
 - a. use colors such as gray, blue or green which reduce their visual impacts; provided, wooden poles do not have to be painted; and
 - b. not be illuminated, except equipment shelters may use lighting for security reasons which is compatible with the surrounding neighborhood;
 - c. not use strobe lights unless specifically required by FAA.
- (8) Any proposed Tower shall be structurally designed so as to accommodate the minimum number of foreseeable shared users.
- (9) No advertising or display is permitted on any Communication Tower.
- (10) Any Accessory Buildings or Structures shall be located a minimum of 50 feet from any adjoining property line. Except for emergency purposes, the accessory facilities may not include offices, long-term vehicular storage, other outdoor storage, or broadcast studios, unless the Use is permitted in the district.
- (11) The **Tower base and equipment area shall be enclosed with a fence no less than six feet in height. Access shall be locked at all times when the site is not occupied.**
- (12) Where the Tower site abuts or is contiguous to any Residential District, there shall be provided a continuous, solid Screening and it shall be of such plant material as will provide an evergreen Screen. Screening as required herein shall be not less than four feet in height at the time of planting and shall be permanently maintained.
- (13) Location on any other Structure other than a Tower (i.e. water tank, utility poles, roof tops, etc.) is permitted subject to the provisions listed above relating to a Tower location.
- (14) Co – location on Towers is encouraged.

Staff Comment:

Planning staff consulted with the City Engineer about the suitability of the temporary communications facility on the site. At the request of planning staff, the applicant provided supplemental information which addressed staff concerns about potential impacts to the public welfare. Section 8.5.16 of the Zoning Ordinance tasks the Board with confirming that the limited use standards are met; ensuring that the proposed use is designed, located and operated in a manner that protects the public health, safety and welfare; and, to impose any other conditions necessary to ensure compatibility with surrounding properties and minimize

any injurious effect to neighbors. Staff analysis and recommendation is provided below to assist the Board in its review of the proposed temporary wireless communications facility.

General Requirements

The Use Table at Section 4.3.9.1-A of the Zoning Ordinance lists “Wireless Facilities” as a Conditional Use in a CD-4C character district.

Section 4.3.9.E.6 of the Zoning Ordinance prescribes specific standards for wireless communications facilities. Those standards are discussed below.

The proposed temporary use poses no known harm to the public health, safety, and welfare.

The use is not expected to adversely affect other properties in the area, provided the applicant maintains the site and operates according to the performance standards imposed by the Board.

Additional Requirements (4.3.9.E.6.AM)

Not all of the performance standards listed in the Ordinance are applicable to the temporary use.

The applicant will provide fencing around the facility in conformity with the Ordinance.

If the Board grants the Conditional Use approval the Zoning Administrator will ensure ongoing conformity to any conditions of approval.

RECOMMENDATION:

Approval Subject to Conditions.

Recommended Motion:

Move to find that the proposed Conditional Use conforms to the requirements listed at Section 8.5.16 of the City of Columbia Zoning Ordinance and approve Conditional Use 23-0332 subject to the following conditions:

- 1) That the approval shall expire on June 15, 2024, provided that the Zoning Administrator may approve up to two 60-day extensions;
- 2) Any additional extension of the temporary use must be approved by the Board;
- 3) That the area around the temporary use shall be fenced and secured for public safety;
- 4) That the COW shall not be raised to a height greater than 64’;
- 5) That the temporary use shall not cause the site and its principal use to become noncompliant with requirements of City of Columbia ordinances (e.g. parking, stormwater, etc.);

- 6) The applicant will provide detailed site plans and fencing specification for review and approval by the Zoning Administrator, the City Engineer, the Chief Building Official, and the City of Columbia Fire Marshal prior to establishing the use; and
- 7) The applicant shall inform the Zoning Administrator of any cessation or change to the status of the temporary use.

Alternative Motions:

Alternative Motion [Approve]:

Move to find that the proposed Conditional Use conforms to the requirements listed at Section 8.5.16 of the City of Columbia Zoning Ordinance and approve Conditional Use 23-0332.

Alternative Motion [Deny]:

Move to deny the proposed Conditional Use having found *[list reasons for denial]*.

Alternative Motion [Defer]:

Move to find that there is insufficient information to make a decision, continue the hearing, and request that the [applicant/staff] provide: *[list additional information]* for review at a future meeting.



Case #23-0332
1616 Harley Davidson Blvd.



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541



BOARD OF ZONING
CONDITIONAL USE PERMIT: APPLICATION AND CHECKLIST
SUBMITTAL REQUIREMENTS

*Please submit the Application online at [City of Columbia | Permitting \(onlana.com\)](http://CityofColumbia.com/Permitting)
If there is no access to a computer, please submit all pertinent information on a flash drive as well as
provide one hard copy*

1. Applicants must complete this application, include required supporting materials, & pay the required fee (\$300.00-plus processing and advertising fees) by the published submittal deadline. Please contact the Columbia Development Services Department with any questions or to discuss any concerns during the BZA submittal & review process: Kevin McCarthy, City Planner, kmccarthy@columbiatn.com or (931) 560-1560.
2. Please provide the following information:
 - a. Completed application.
 - b. **For a Conditional Use Permit only:** Complete Description of Requested Use or submit a separate Request Letter to the Board of Zoning Appeals. In either case, address each of the following:
 - i. Explain in detail the proposed use for the property, including long-term plans; and
 - ii. Explain how your proposal will be designed, located, and operated so that the public health, safety, and welfare will be protected; and
 - iii. Explain how your proposal will not adversely impact other properties in the area in which it is located (this includes addressing access and parking for the site, if applicable).
 - c. Submit applicable drawings, illustrations, and so forth, to accompany the request.
 - d. Any additional information requested by the Department of Development Services that will be necessary to fully complete a review by City Staff and/or by the Board of Zoning Appeals.
3. Please submit the final request to the Department of Development Services according to the established Board Deadline and Meeting schedule. A representative must attend the BZA Meeting.

BOARD OF ZONING APPEALS APPLICATION COLUMBIA, TENNESSEE					
ADDRESS: 1616 Harley Davidson Blvd., Columbia, TN 38401					
ZONING: CD-4C			LOT ACREAGE: 5.28-acre		
EXISTING LAND USE: Harley Davidson dealership			BUILDING SQUARE FOOTAGE:		
ESTABLISHED/EXISTING SETBACKS (DISTANCE BETWEEN BUILDINGS AND PROPERTY LINES): FRONT: _____ ft. SIDE: _____ ft. REAR: _____ ft.					
OTHER INFORMATION: 64' Temporary Tower Facility located behind the dealership					

CONDITIONAL USE PERMIT REQUEST:

CONDITIONAL USE PERMIT 8.5.16C
REQUESTED USE (<i>be detailed</i>): 64' temporary communication tower facility
DOES THE REQUESTED USE HAVE REQUIRED PARKING (SEE TABLE 4.3.12.B-1 IN THE ZONING ORDINANCE)? Yes. Unmanned facility.
HOURS OF OPERATION: 24/7

APPLICANT

NAME	AT&T by David A. Pike, Attorney	PHONE	502-9554400
ADDRESS	PO Box 369, Shepherdsville, KY40165	EMAIL	dpike@pikelegal.com

PROPERTY OWNER

NAME	Marketing Group 1, LLC	PHONE	AT&T as per attached license agreement
ADDRESS	1616 Harley Davidson Blvd, Columbia TN	EMAIL	

In filling out this application, I attest that (1) I am familiar with the rules, regulations, and procedures of the City of Columbia & (2) all information contained herein is accurate & true to the best of my knowledge.

David A. Pike, Attorney for AT&T

APPLICANT NAME

David A Pike

APPLICANT SIGNATURE

8-1-23

DATE

AT&T as per attached license agreement

PROPERTY OWNER NAME

PROPERTY OWNER SIGNATURE

DATE

CONTACT INFORMATION

Kevin C. McCarthy, AICP, Zoning Administrator

kmccarthy@columbiatn.gov

DOCKET/CASE/APPLICATION
NUMBER

24-0351

APPLICANT/ PROPERTY OWNER

Bruce Peden/ Blanche Collier

PUBLIC HEARING DATE

September 12, 2024

PROPERTY ADDRESS/LOCATION

200 Stewart /Tax Map 900 D Parcel 28

REQUEST: Appeal of Administrative Decision

The appellant requests that the Board of Zoning Appeals reverse the determination of the Zoning Administrator that the use of the subject property is not a lawful nonconforming use. The Zoning Administrator explains the interpretation of the Ordinance below and requests that the Board affirm the determination.



EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	Historic District
CD-3	Single-Family	Single-Family	Single-Family House	N/A

SUMMARY:

- On July 26, 2024, Development Services staff sent a notice of violation to the owner of the subject property.
- The property is Zoned CD-3 (Neighborhood Character District). The current zoning ordinance prohibits operation of Short-Term Rentals (STRs) in CD-3 (Table 4.3.9.A-1).
- The City Council adopted the current zoning ordinance (Ord. 4400) in July 2022.
- The property has been used as an STR since at least November of 2021.
- The ordinance in effect at the time, (Ord. 3638) prohibited the use of a dwelling unit as an STR.
- The appellant’s representative mistakenly posits that the use of the property is a lawful nonconforming use and therefore may continue indefinitely.
- The Zoning Administrator agrees that if the use was permitted at the time it was established, it would have the status of a lawful nonconformity and could continue. The Zoning Administrator disagrees with the claim that the STR use was permitted at the time it was established.

STAFF RATIONALE:

The Board is asked to determine whether the STR use is a lawful nonconformity.

- The only question before the Board is whether the Zoning Administrator’s determination that the use was not permitted at the time it was established is an accurate interpretation of the zoning ordinance in effect at the time.
- The uses which ought to be permitted in a CD-3 character district are not in question.
- The suitability of the subject site for use as an STR is not in question.
- The City’s overall policy toward STRs is not in question.
 - The Zoning Administrator has extended the deadline for compliance on all open STR violations until at least December 2024.
 - The Planning Commission will consider changes to current STR regulations in December 2024.
 - The City Council will act on the recommendation of Planning Commission in early 2025.
 - Through the Zoning Administrator, the BZA can suggest that the Planning Commission and City Council consider changes to the ordinance based on the Board’s experience.
 - The City Council may adopt a zoning text amendment which legitimizes the use of the subject property as an STR.
 - The question of whether STRs ought to be permitted in residential character districts is the exclusive domain of the legislative body: the City Council.

Grandfathering: lawfully established non-conformities may continue indefinitely.

- Section 1.22.1 of the current zoning ordinance establishes that buildings and land uses which “legally existed immediately prior to a zoning change, may be continued as a legal nonconformity.”
- This feature of a zoning ordinance is commonly referred to a “grandfathering.”
- A lawfully nonconforming use may continue indefinitely.
- Section 1.22.2.F contains language which relates specifically to lawfully nonconforming STRs.

Section 1.22.F only applies to legally established STRs.

- The language at §1.22.F makes clear that **legally established** STRs have the status of lawful nonconformities.
- The section restates the provisions of the Tennessee Short Term Rental Unit Act of 2018. It is boilerplate language included in many zoning ordinances across Tennessee to ensure compliance with state law.
- The Act is codified at Tennessee Code Annotated § 13-7-603.
- The Act preempts municipalities from retroactively prohibiting STRs which were legally established after January 2014.
- The Act bars Tennessee cities which do not expressly limit rental durations for residential dwellings from subsequently shutting down established STRs (nothing prohibits cities from prohibiting the establishment of new STRs through zoning).
- The Act is explicit that a local regulation which “prohibits or effectively prohibits the use of property as a short-term rental unit may apply to any property within a local governing body's jurisdiction, regardless of the property's existing use” provided the regulation “expressly limit[s] the period of time a residential dwelling may be rented” (TCA §13-7-603(b)).
- Section 1.22.F does not apply to an STR established in violation of the zoning ordinance in effect at the time.

The use of the subject property as an STR was not lawfully established.

- The property has been used as an STR since at least November of 2021, according to information provided by the owners' representative.
- Prior to adoption of the current zoning ordinance, the property was zoned RS-10 (Low-Density Residential District).¹
- The ordinance in effect at the time, (Ord. 3638) limited the use of dwelling units to "rental, lease, or other occupancy on a monthly or longer basis."
- Ordinance 3638 prohibited the use of a dwelling unit as an STR, except when arranged and permitted as an "Accommodation."
- The previous ordinance did provide for several uses classified as "Accommodations" (fka Transient Habitation) as a subcategory of commercial uses (§8.2.5, p. 8-11).
 - These "short-term stays of less than 30 days" were subject to limited use standards.
 - The uses in this classification include hotels and bed and breakfast (B&B) establishments.
 - Use of the subject property does not conform to those standards and was never permitted by the City.
 - The applicant does not claim that the use meets these standards.
 - The applicant's representative correctly distinguishes the use of the property as an STR from Accommodation uses like B&Bs.²
- The use of the subject property as a single-family dwelling unit was permitted under the previous ordinance. The definition of that use expressly limited the period of time that a unit could be rented ("monthly or longer basis"), thereby excluding STRs. This limitation meets the criteria established in TCA §13-7-603(b).
- Conversion of the dwelling unit to a B&B or other accommodation use would have required a Conditional Use permit, if allowed at all. The property owner never sought that approval and the actual use of the property does not conform to the applicable limited use standards.
- The use was not legally established and therefore cannot have the status of a lawful nonconformity.

¹ Most RS-10 properties converted to the equivalent CD-3 upon adoption of the current ordinance in July 2022.

² See p. 2 of the applicant's appeal "STRs and B&Bs are distinct uses of property."



CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
STAFF REPORT

8.2.5 COMMERCIAL USES

A. Accommodations [Formerly Transient Habitation]

Characteristics: Residential units arranged for short term stays of less than 30 days for rent or lease.		
Principal Uses	Accessory Uses	Uses Not included
Hotel, motel, inn, extended-stay facility, bed and breakfast establishment Residency or Single Room Occupancy Hotel	Ancillary indoor storage Associated offices Food preparation and dining facility Laundry facility Meeting facility Off-street parking Recyclable material storage (temporary) Swimming pool, other recreational facility	Campground, private (see Outdoor Recreation) Hunting/fishing camp, dude ranch (see Outdoor Recreation) Patient overnight accommodations (see Medical Facilities) Transient lodging, shelter for the homeless (see Social Service Institutions) Recreational vehicle (RV) park (see Outdoor Recreation)

Ord. 3638 p. 8-11 Use Classification Table (Accommodations)

8.2.3 RESIDENTIAL USES

A. Household Living

Characteristics: This category is intended to include permanent residential activities which involve the occupancy of a residential unit as defined by this ordinance.		
Principal Uses	Accessory Uses	Uses Not included
Manufactured Home, manufactured home park or subdivision Single-family detached, zero lot line, semi-detached, attached, townhouse Two-family: Detached, Semi-detached, Attached Multiplex, apartment, congregate care facility with individual units that meet the definition of a dwelling unit, or retirement center apartment Upper-story residential	Accessory dwelling unit, (i.e. granny flats and mother-in-law apartments) Accessory structure Ancillary indoor storage Children's play area or equipment Greenhouse or nursery not engaged in retail trade Home occupation In-house care for four or less persons Private community center Private garage, barbecue pit, carport, tool or garden shed, storage unit, swimming pool Docks, noncommercial	Bed and breakfast establishment, hotel, motel, inn, extended-stay facility (see Accommodations) Group Home (see Personal and Group Care) Nursing or convalescent house (see Personal and Group Care) Residential assisted living facility not having individual dwelling units (see Personal and Group Care)

Ord. 3638 p. 8-3 Use Classification Table (Household Living)

RESIDENCE: A building or part of a building containing one or more dwelling units or rooming units, including one – family or two – family dwellings, multi-family dwellings, boarding or rooming houses, or apartment hotels. However, residences shall not include:

- Such transient accommodations as transient hotels, motels, tourist homes, or similar establishments;
- Dormitories, fraternity or sorority houses, monasteries, or convents, or similar establishments containing group living or sleeping accommodations;
- Nurses' residences, sanitariums, nursing homes, convalescent homes, rest homes, or other sleeping or living accommodations in community facility buildings or portions of buildings used for community facilities; or
- In a mixed building, that part of the building used for any nonresidential uses, except uses accessory to residential uses.

Ord. 3638 p. 13-8 Definitions (Residence)

DWELLING UNIT: A room or rooms connected together constituting a separate, independent housekeeping establishment for one – family only for owner occupancy or for rental, lease or other occupancy on a monthly or longer basis, with none of the living units under the same ownership, control, or management on the same zone lot being occupied on a shorter basis, and containing independent cooking, living, sleeping and sanitation facilities.

Ord. 3638 p. 13-5 Definitions (Dwelling Unit)

Reversing the determination would legitimize nonconforming str uses throughout Columbia.

- This request is – perhaps unintentionally – an attempt to circumvent the legislative authority of the City Council by effectively amending a defunct Zoning Ordinance through an appeal to a quasi-judicial body, the Board of Zoning Appeals.
- If the Board of Zoning Appeals reverses the Zoning Administrator’s determination and classifies the use as a lawful nonconformity, it will effectively legitimize all STRs established in violation of the ordinances adopted by the City Council prior to July 2022.
- Those who may have wished to establish STRs in residential zones prior to July 2022 and chose to abide by the City’s regulations would still be barred from establishing the use under the current rules.
- Those who established STRs prior to July 2022, either from a lack of due diligence or in outright defiance of the City Council, would be shielded indefinitely from enforcement. They would also be exempted from compliance with any STR standards the city adopts in the future, precisely because they violated the previous ordinance.

The Zoning Administrator respectfully requests that the Board of Zoning Appeals affirm the determination that the STR not a lawful nonconforming use.

- Planning & Zoning staff understand that STRs are popular among property owners and visitors to Columbia.
 - Planning staff will facilitate a community forum on the topic in October.
 - The Zoning Administrator has asked his peers in other communities across Middle Tennessee how their jurisdictions regulate STRs in order to determine best practices.
 - The Planning Commission will recommend changes to STR regulations in December.
 - The applicable regulations may change soon, possibly to the benefit of this property owner.
 - The Zoning Administrator has extended the time for open violations to come into compliance until the city’s policy makers provide clear direction on how they will regulate STRs in the future.
- Administration of existing regulations differs from discussion of changes to rules.
 - Fairness and the public welfare require dispassionate administration of the zoning ordinance regardless of personal or professional opinions of what the City ought to allow.
 - As described above, the STR use at the subject property does not conform to the current zoning ordinance (Ord. 4400).
 - The STR use did not conform to the ordinance in effect at the time it was established (Ord. 3638).
 - Therefore, the STR use is not a lawful nonconformity; its continued operation is a zoning code violation.
 - The Zoning Administrator asks that the Board affirm his determination.
- The criteria for the Board’s evaluation are listed below followed by sample motions.

REVIEW & ASSESSMENT:

§ 8.5.17.D Appeal of Administrative Decision | Action by Board of Zoning Appeals

1. At the public hearing of the case before the Board of Zoning Appeals, the appellant shall appear on appellant's own behalf or be represented by counsel or agent. The appellant's case shall be heard first and those in objection shall follow. To maintain orderly procedure, each side shall proceed without interruption from the other.
2. Every person before the rostrum shall abide by the order and direction of the chair. Discourteous, disorderly, or contemptuous conduct shall be regarded as a breach of the privileges of the Board of Zoning Appeals and shall be dealt with as the chair deems proper.
3. The Board of Zoning Appeals may reverse or affirm (wholly or partly) or may modify the order, requirement, decision, or determination appealed from and shall make any order, requirement, decision or determination that in its opinion ought to be made in the case before it. To this end, the Board of Zoning Appeals shall have all the powers of the officer from whom the appeal is taken.
4. A motion to reverse, affirm, or modify the order, requirement, decision, or determination appealed from shall include, insofar as practicable, a statement of the specific reasons or findings of fact that support the motion.
5. The concurring vote of a majority of the entire membership of the Board of Zoning Appeals shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Administrator, or to decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance, or to effect any Administrative Adjustment in the application of this Ordinance.
6. Any motion to overturn an administrative decision shall state the reasons or findings of fact that support the motion.

RECOMMENDATION: Affirm

Recommended Motion:

Move to find, based on the evidence presented by the appellant and the Zoning Administrator, that the staff interpretation of Ordinances 3638 and 4400 is correct, that the existing Short Term Rental use is not a lawful nonconformity within the meaning of the term in the Zoning Ordinance, and **affirm** the determination of the Zoning Administrator.

Alternative Motions:

Alternative Motion [Reverse]:

Move to find, based on [list findings of fact that support the motion], that the staff interpretation of Ordinances 3638 and 4400 is incorrect, that the existing Short Term Rental use is a lawful nonconformity, and **reverse** the determination of the Zoning Administrator.

Alternative Motion [Defer]:

Move to find that there is insufficient information to make a decision, **continue the hearing**, and request that the [appellant/staff] provide: [list additional information] for review at the next regularly scheduled meeting of the Board.



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

BOARD OF ZONING
APPEAL OF ADMINISTRATIVE DECISION
APPLICATION AND CHECKLIST
SUBMITTAL REQUIREMENTS

*Please submit the Application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))
If there is no access to a computer, please submit all pertinent information on a flash drive as
well as provide one hard copy*

1. Applicants must complete this application, include required supporting materials, & pay the required fee (\$300.00-*plus processing and advertising fees*)¹ by the published submittal deadline. Please contact the Columbia Development Services Department with any questions or to discuss any concerns during the BZA submittal & review process: Kevin McCarthy, City Planner, kmccarthy@columbiatn.com or (931) 560-1560.
2. Please provide the following information:
 - a. Completed application.
 - b. Applicable drawings, illustrations, and so forth, to accompany the request.
 - c. Any additional information requested by the Department of Development Services that will be necessary to fully complete a review by City Staff and/or by the Board of Zoning Appeals.
3. Please submit the final request to the Department of Development Services according to the established Board Deadline and Meeting Schedule. A representative must attend the BZA Meeting.

¹ Applications fees for appeals are refunded if the BZA finds in favor of the applicant.

BOARD OF ZONING APPEALS APPLICATION COLUMBIA, TENNESSEE	
ADDRESS: 200 Stewart Street, Columbia, TN 38401	
ZONING: CD-3	LOT ACREAGE: 75' x 148.5'
LAND USE: Short Term Rental	BUILDING SQUARE FOOTAGE: 1344
OTHER INFORMATION:	

APPEAL OF ADMINISTRATIVE DECISION REQUEST:

APPEAL OF ADMINISTRATIVE DECISION	8.5.17
Indicate the decision/interpretation under appeal, including the City Official with Title and Department, and the applicable section(s) of the <i>Zoning Ordinance</i> in question.	
APPEAL OF: Notice of Violation 24-1745-OCC	
ZONING ORDINANCE SECTION: 4.3.9.E.6.ah; Table 4.3.9.A-1; 1.22.2F	
CITY OFFICIAL WITH TITLE AND DEPARTMENT: Melissa Sanders Planner I Development Services	

APPLICANT

NAME	L. Bruce Peden	PHONE	931-381-0600
ADDRESS	219B W. 7th St., Columbia, TN	EMAIL	lbpeden@bellsouth.net

PROPERTY OWNER

NAME	Blanche Collier	PHONE	
ADDRESS	300 3rd Ave., Columbia, TN	EMAIL	

In filling out this application, I attest that (1) I am familiar with the rules, regulations, and procedures of the City of Columbia & (2) all information contained herein is accurate & true to the best of my knowledge.

L. Bruce Peden

APPLICANT NAME

L. Bruce Peden

APPLICANT SIGNATURE

Aug. 8, 2024

DATE

Blanche Collier

PROPERTY OWNER NAME

Blanche K. Collier

PROPERTY OWNER SIGNATURE

08/07/24

DATE

BEFORE THE CITY OF COLUMBIA BOARD OF ZONING APPEALS

IN RE: Blanche K. Collier et al.
200 Stewart Street, Columbia, TN 38401

APPEAL OF ADMINISTRATIVE DECISION

Blanche K. Collier respectfully appeals the decision by the City Development Services department that the use of the property located at 200 Stewart Street as a short-term rental (herein “STR”) violates the City’s Zoning Ordinance.

Zoning Ordinance Provisions

Section 1.22.2F of Zoning Ordinance specifically permits the continued use of property as a short term rental if such use legally existed prior to the enactment of the current ordinance (adopted July 2022). That provision reads:

F. Specific as to Nonconforming Short-Term Rental Unit Use.

Notwithstanding anything to the contrary contained in this Ordinance, the Use of property as a Short-Term Rental Unit, which Use legally existed immediately prior to the enactment of this Ordinance, any amendment hereto, or any Zoning Change, may be continued as a legal Nonconformity until the

property subsequently is sold, transferred, or ceases being used as a Short-Term Rental Unit for a period of thirty (30) continuous months, or is or has been in violation of a generally applicable local law three (3) or more separate times as provided by TSA Section 13-7-604. Prior to such sale, transfer, cessation of Use, or violations, the ordinance governing the Use of the property as a Short-Term Rental Unit shall apply to such Use.

Prior to the adoption of the current zoning ordinance in July 2022 the City of Columbia did not regulate STRs – the prior zoning ordinance only regulated bed and breakfast (herein “B&B”) establishments. STRs and B&Bs are distinct uses of property – both under state law and the Zoning Ordinance.

At page 478 the current zoning ordinance provides:

Accommodations / Lodging Uses: a Commercial Use sub-category characterized by premises available for daily or weekly renting of bedrooms or suites for periods of less than 30 days, including without limitation Bed and Breakfast, Inn, Hotel, and Motel. A Short-Term Rental Unit is not an Accommodations / Lodging Use. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses)**.

At page 482 the current zoning ordinance defines a B&B:

Bed and Breakfast: an Accommodations / Lodging Use characterized by 1 to 5 bedrooms of an owner-occupied Building or Accessory Building being offered to paying guests for overnight Lodging with breakfast. A Short-Term Rental Unit is not a Bed and Breakfast.

At page 521 the current zoning ordinance defines a STR:

Short-Term Rental Unit: a Dwelling Unit in a Building originally used or designed to be used as an abode or home of a person, family, or household in either a portion of a single-family house, or an individual Dwelling Unit in a two-family Dwelling, townhouse, or multi-family Building having no more than 6 Dwelling Units, which Short-Term Rental Unit is rented wholly or partially for a period of less than thirty (30) continuous days occupancy for a fee; specifically excluding however a "hotel" as defined in TSA section 68-14-302 or a "bed and breakfast establishment" or a "bed and breakfast homestay" as those terms are defined in TSA section 68-14-502, all as contemplated in TSA section 13-7-602. A Hotel, Extended Stay Hotel, Motel, Bed and Breakfast, or Inn is not a Short-Term Rental Unit.

Evidence of STR Use Before July 2022

The property at 200 Stewart Street has been listed on VRBO since 2021. Copies of VRBO data for the short-term rentals of the property from June 19, 2021 through June 30, 2022 are attached.

The decision by the Development Services Department that the use of the property as a STR violates the City's Zoning Ordinance is erroneous and should be reversed.



Dashboard	2022-03-26	HA-80N3AP	Allisia Lingaur	1	\$232.00	-\$19.93	\$212.07
	2022-03-25	HA-7VCT08	Robert Akman	1	\$232.00	-\$19.93	\$212.07
	2022-03-23	HA-5RYR6P	Zach Anderson	1	\$189.00	-\$17.62	\$171.38
Inbox	2022-03-20	HA-TM73GF	Billy Pishaw	1	\$214.00	-\$18.38	\$195.62
	2022-03-19	HA-26QO1N	Allison McNabb	1	\$214.00	-\$18.38	\$195.62
	2022-03-13	HA-VJUG72	Dawn Borofka	1	\$214.00	-\$18.38	\$195.62
Calendar	2022-03-12	HA-MQ60R6	Phoebe Baker	1	\$214.00	-\$18.38	\$195.62
	2022-03-05	HA-XKLV3	Susan KELLY	2	\$428.00	-\$36.77	\$391.23
MarketMaker™	2022-02-27	HA-ZZGD66	Erica Neal	2	\$464.00	-\$39.86	\$424.14
	2022-02-12	HA-ND527Z	Robert Akman	2	\$464.00	-\$39.86	\$424.14
Reservation manager	2022-01-21	HA-M8NNPR	Marlin Miller	3	\$642.00	-\$55.16	\$586.84
	2022-01-16	HA-3LEV8S	Sheree Click	1	\$214.00	-\$18.38	\$195.62
Performance	2022-01-07	HA-7SZFR1	Penny Gertsch	2	\$428.00	-\$36.77	\$391.23
	2022-01-01	HA-3DCL64	Julene F	1	\$214.00	-\$18.38	\$195.62
Property	2021-12-28	HA-XG8SK2		4	\$856.00	-\$73.55	\$782.45
Local laws	2021-12-24	HA-XJ1641	Alyssa A	4	\$682.00	-\$58.36	\$623.64
	2021-12-11	HA-R0ZBYP	Stephanie Yant	8	\$1,467.00	-\$126.05	\$1,340.95
Help	2021-11-30	HA-16P049	Mary Davis	2	\$464.00	-\$39.86	\$424.14
	2021-11-20	HA-7936Z0	Cindy Reed	2	\$428.00	-\$36.77	\$391.23
Terms and Conditions	2021-11-13	HA-RDZPVQ	Robert Williams	2	\$428.00	-\$36.77	\$391.23
Privacy Policy	2021-10-30	HA-NZZ8XB	Wendi Griffith	1	\$214.00	-\$18.38	\$195.62
© 2024 Wibo.	2021-10-23	HA-YZ3ZVR	Norah Viehman	4	\$856.00	-\$73.55	\$782.45
all rights reserved	2021-10-13	HA-VN5K4	Gillian Melquist	7	\$1,498.00	-\$128.71	\$1,369.29

Feedback

Financial Reporting

This list is a summary of all stay taxes that are required in your jurisdictions. Expand a row to view the amounts by property and booking, or download a complete report.

 Download 

Start
1/1/2020

→

End
6/30/2022

Includes
Stays within this date range

▼

Refresh

Jurisdiction nameJurisdiction level		Tax type	Taxes Vrbo paid	Taxes you pay
COLUMBIA	CITY	Accommodations Tax	\$14,522.36	\$0.00 ^
Check-in	Property ID	Reservation ID	Taxes Vrbo paid	Taxes you pay
2021-11-04	2128613	HA-023SC1	\$11.20	\$0.00
2021-05-26	2128613	HA-04JMD1	\$22.40	\$0.00
2022-06-06	2128613	HA-04PFML	\$33.60	\$0.00
2022-08-18	2128613	HA-069B3D	\$22.40	\$0.00
2023-07-16	2128613	HA-0LLJ3K	\$26.00	\$0.00
2022-06-09	2128613	HA-0MBRBH	\$11.20	\$0.00
2022-06-26	2128613	HA-0R1RS2	\$44.80	\$0.00
2021-05-15	2128613	HA-0T507B	\$46.80	\$0.00

2021-07-17	2128613	HA-ZBCBW1	\$23.40	\$0.00
2021-08-22	2128613	HA-ZFQD9V	\$11.20	\$0.00
2022-04-28	2128613	HA-ZK96GZ	\$33.60	\$0.00
2022-11-16	2128613	HA-ZKDF3Y	\$33.60	\$0.00
2021-05-31	2128613	HA-ZL0TS4	\$44.80	\$0.00
2022-12-30	2128613	HA-ZP81KF	\$11.20	\$0.00
2022-09-10	2128831	HA-0876WS	\$10.70	\$0.00
2022-06-20	2128831	HA-0BRH71	\$104.40	\$0.00
2021-07-09	2128831	HA-0P4TNJ	\$18.02	\$0.00
2021-09-11	2128831	HA-0QBKB3	\$10.70	\$0.00
2022-05-07	2128831	HA-0WBR7C	\$10.70	\$0.00
2022-12-27	2128831	HA-0Y761Q	\$23.20	\$0.00
2021-11-29	2128831	HA-16P049	\$23.20	\$0.00
2023-12-23	2128831	HA-18DGLK	\$21.40	\$0.00
2022-08-06	2128831	HA-1CQ43H	\$10.70	\$0.00
2024-01-13	2128831	HA-1SK01Q	\$32.10	\$0.00
2022-07-01	2128831	HA-1V0B2W	\$42.80	\$0.00
2022-03-18	2128831	HA-26Q01N	\$10.70	\$0.00
2023-07-16	2128831	HA-2QYY35	\$10.70	\$0.00
2023-07-20	2128831	HA-33DGM1	\$32.10	\$0.00
2021-12-31	2128831	HA-3DCL64	\$10.70	\$0.00
2023-11-11	2128831	HA-3FRZ4V	\$10.70	\$0.00
2022-01-15	2128831	HA-3L5V8S	\$10.70	\$0.00
2023-05-26	2128831	HA-41T9XM	\$21.40	\$0.00
2023-01-13	2128831	HA-4DWFMB	\$21.40	\$0.00
2022-09-18	2128831	HA-4NVYZS	\$46.40	\$0.00
2024-05-04	2128831	HA-51NYRR	\$10.70	\$0.00
2022-05-28	2128831	HA-58692N	\$21.40	\$0.00
2021-08-12	2128831	HA-58JG2T	\$10.70	\$0.00
2024-03-18	2128831	HA-5KXJVV	\$10.70	\$0.00
2024-05-03	2128831	HA-5PRXLN	\$10.70	\$0.00
2022-03-22	2128831	HA-5RYR6P	\$10.70	\$0.00

2023-04-01	2128831	HA-5ZBQ26	\$11.20	\$0.00
2024-07-20	2128831	HA-61HHFV	\$34.80	\$0.00
2022-10-06	2128831	HA-68HP80	\$46.40	\$0.00
2023-03-10	2128831	HA-6SWZ96	\$11.20	\$0.00
2024-05-05	2128831	HA-6T1B62	\$34.80	\$0.00
2022-10-13	2128831	HA-716RRB	\$32.10	\$0.00
2022-09-16	2128831	HA-72WPLN	\$10.70	\$0.00
2022-11-05	2128831	HA-77GS09	\$11.60	\$0.00
2021-11-19	2128831	HA-7936Z0	\$21.40	\$0.00
2022-12-21	2128831	HA-7D2GH5	\$10.70	\$0.00
2022-12-26	2128831	HA-7H8QMN	\$11.60	\$0.00
2023-10-14	2128831	HA-7QGNHJ	\$10.70	\$0.00
2021-07-17	2128831	HA-7SYW1K	\$21.40	\$0.00
2022-01-06	2128831	HA-7SZFR1	\$21.40	\$0.00
2022-03-24	2128831	HA-7VCT08	\$11.60	\$0.00
2023-09-22	2128831	HA-7WX1V7	\$32.10	\$0.00
2022-03-25	2128831	HA-80N34P	\$11.60	\$0.00
2024-05-16	2128831	HA-8KPJ14	\$32.10	\$0.00
2023-04-09	2128831	HA-8TGHM2	\$10.70	\$0.00
2024-06-18	2128831	HA-8TMKTL	\$42.80	\$0.00
2024-03-23	2128831	HA-8TR8C9	\$11.60	\$0.00
2022-04-08	2128831	HA-93V76W	\$34.80	\$0.00
2023-05-14	2128831	HA-9B3L7Y	\$9.75	\$0.00
2023-12-31	2128831	HA-9GJKGY	\$10.70	\$0.00
2024-04-26	2128831	HA-9VNGB4	\$23.20	\$0.00
2022-11-18	2128831	HA-B475XP	\$21.40	\$0.00
2022-05-27	2128831	HA-B5T8ZG	\$10.70	\$0.00
2023-05-19	2128831	HA-B77YXC	\$21.40	\$0.00
2024-06-12	2128831	HA-B8ZS13	\$53.50	\$0.00
2022-06-02	2128831	HA-B941Z2	\$32.10	\$0.00
2024-04-03	2128831	HA-B9BFFS	\$10.70	\$0.00
2023-09-01	2128831	HA-BGVPF6	\$10.70	\$0.00

2024-02-05	2128831	HA-BWN9Y0	\$10.70	\$0.00
2024-05-30	2128831	HA-C0P52L	\$42.80	\$0.00
2024-05-24	2128831	HA-C0ZZ51	\$10.70	\$0.00
2022-07-14	2128831	HA-C4BV0X	\$32.10	\$0.00
2024-04-21	2128831	HA-CB7B78	\$10.70	\$0.00
2021-07-30	2128831	HA-CCZV8B	\$21.40	\$0.00
2022-06-18	2128831	HA-CJNWHL	\$10.70	\$0.00
2024-03-08	2128831	HA-CNJYKP	\$21.40	\$0.00
2023-04-28	2128831	HA-CX5T70	\$21.40	\$0.00
2023-04-21	2128831	HA-CZVLJG	\$23.20	\$0.00
2021-06-18	2128831	HA-CZZ371	\$29.43	\$0.00
2023-05-06	2128831	HA-D73X9Y	\$10.70	\$0.00
2022-10-29	2128831	HA-D77KYL	\$11.60	\$0.00
2023-09-29	2128831	HA-DG703Y	\$21.40	\$0.00
2022-06-10	2128831	HA-DMYFX1	\$21.40	\$0.00
2024-07-12	2128831	HA-DXS7H6	\$21.40	\$0.00
2023-03-31	2128831	HA-F08SYG	\$11.20	\$0.00
2022-11-09	2128831	HA-F2YSVG	\$42.80	\$0.00
2023-01-02	2128831	HA-FBKPZG	\$10.70	\$0.00
2022-11-22	2128831	HA-FF2WHO	\$58.00	\$0.00
2022-10-01	2128831	HA-FG4DH6	\$10.70	\$0.00
2022-10-30	2128831	HA-FHYVHF	\$23.20	\$0.00
2022-04-29	2128831	HA-GM775V	\$21.40	\$0.00
2023-09-15	2128831	HA-H5CS1H	\$10.70	\$0.00
2023-03-24	2128831	HA-H62DP8	\$9.85	\$0.00
2022-04-01	2128831	HA-HFFQ38	\$21.40	\$0.00
2023-05-28	2128831	HA-HM9YTP	\$10.70	\$0.00
2022-06-19	2128831	HA-HMGCGH	\$6.20	\$0.00
2023-10-27	2128831	HA-HZS3LV	\$21.40	\$0.00
2024-08-04	2128831	HA-J8PPLP	\$10.70	\$0.00
2021-07-02	2128831	HA-JBZTR8	\$9.81	\$0.00
2021-08-14	2128831	HA-JD6QZ9	\$21.40	\$0.00

2023-12-02	2128831	HA-JK8NYP	\$10.70	\$0.00
2021-10-06	2128831	HA-JPGH0B	\$10.70	\$0.00
2023-05-12	2128831	HA-JRCMF5	\$10.70	\$0.00
2023-02-24	2128831	HA-K0003L	\$10.70	\$0.00
2022-04-21	2128831	HA-K0R9RN	\$11.60	\$0.00
2023-12-15	2128831	HA-K4Y43J	\$21.40	\$0.00
2021-08-28	2128831	HA-KFFFD3	\$11.60	\$0.00
2024-02-12	2128831	HA-KHCL4Q	\$23.20	\$0.00
2022-03-26	2128831	HA-KP3N3F	\$10.70	\$0.00
2024-04-07	2128831	HA-KT972B	\$46.40	\$0.00
2024-03-16	2128831	HA-KWFQ1V	\$10.70	\$0.00
2021-09-19	2128831	HA-L1C3PM	\$68.99	\$0.00
2022-11-02	2128831	HA-LC1NG6	\$32.10	\$0.00
2023-03-17	2128831	HA-LNTZ2J	\$21.40	\$0.00
2022-01-20	2128831	HA-M8NNPR	\$32.10	\$0.00
2023-07-07	2128831	HA-MKHZL6	\$42.80	\$0.00
2023-06-17	2128831	HA-MLTX34	\$10.70	\$0.00
2023-04-30	2128831	HA-MNZKWX	\$64.20	\$0.00
2022-03-11	2128831	HA-MQG0R6	\$10.70	\$0.00
2023-04-06	2128831	HA-N1T0K6	\$11.10	\$0.00
2022-10-21	2128831	HA-N47JTQ	\$32.10	\$0.00
2024-06-08	2128831	HA-NBD4T8	\$10.70	\$0.00
2022-02-11	2128831	HA-ND527Z	\$23.20	\$0.00
2024-06-22	2128831	HA-ND7NF2	\$10.70	\$0.00
2022-12-31	2128831	HA-NGQNMY	\$11.60	\$0.00
2022-04-15	2128831	HA-NP2K6P	\$11.60	\$0.00
2023-09-06	2128831	HA-NR7GVJ	\$21.40	\$0.00
2022-04-23	2128831	HA-NVBYX9	\$11.60	\$0.00
2022-07-23	2128831	HA-NVRYFF	\$10.70	\$0.00
2021-10-29	2128831	HA-NZZ8XB	\$10.70	\$0.00
2023-07-13	2128831	HA-P0T1ZH	\$34.80	\$0.00
2021-09-01	2128831	HA-P2L2NF	\$53.50	\$0.00

2022-12-02	2128831	HA-PMT92R	\$21.40	\$0.00
2024-03-13	2128831	HA-PPD0W8	\$10.70	\$0.00
2022-12-16	2128831	HA-Q0KP03	\$10.70	\$0.00
2023-05-31	2128831	HA-Q0PS4Z	\$53.50	\$0.00
2023-11-10	2128831	HA-Q0V12B	\$10.70	\$0.00
2023-06-08	2128831	HA-Q0WBH0	\$32.10	\$0.00
2022-09-29	2128831	HA-Q2D546	\$21.40	\$0.00
2022-12-31	2128831	HA-QLQVDT	\$10.70	\$0.00
2023-07-06	2128831	HA-QW98NL	\$11.60	\$0.00
2022-08-07	2128831	HA-QYY2YK	\$10.70	\$0.00
2021-12-10	2128831	HA-R02BYP	\$73.35	\$0.00
2023-07-01	2128831	HA-R23ZHQ	\$11.60	\$0.00
2021-11-12	2128831	HA-RDZPVQ	\$21.40	\$0.00
2024-05-25	2128831	HA-RJYNXL	\$32.10	\$0.00
2021-06-25	2128831	HA-RM02NL	\$9.81	\$0.00
2021-07-14	2128831	HA-RT7LP9	\$32.10	\$0.00
2023-11-23	2128831	HA-SBQFQV	\$32.10	\$0.00
2021-07-04	2128831	HA-SK8F7Y	\$58.00	\$0.00
2023-11-11	2128831	HA-SM84W2	\$10.70	\$0.00
2024-07-27	2128831	HA-T90DJQ	\$10.70	\$0.00
2022-07-08	2128831	HA-THSCHB	\$21.40	\$0.00
2022-03-19	2128831	HA-TM73GF	\$10.70	\$0.00
2024-04-04	2128831	HA-TNWZK3	\$21.40	\$0.00
2022-09-02	2128831	HA-TPDB9F	\$23.20	\$0.00
2022-08-04	2128831	HA-TT175W	\$10.70	\$0.00
2024-05-10	2128831	HA-TV7MWM	\$23.20	\$0.00
2022-12-23	2128831	HA-V681GH	\$21.65	\$0.00
2023-02-11	2128831	HA-VDF7CQ	\$9.85	\$0.00
2022-03-12	2128831	HA-VJJG72	\$10.70	\$0.00
2022-08-15	2128831	HA-VM5LRG	\$10.70	\$0.00
2024-01-12	2128831	HA-VPW9G8	\$10.70	\$0.00
2022-05-13	2128831	HA-VV97B3	\$32.10	\$0.00

2022-03-28	2128831	HA-W37X5H	\$10.70	\$0.00
2021-09-18	2128831	HA-WJ8DXG	\$10.70	\$0.00
2021-12-23	2128831	HA-X11641	\$32.10	\$0.00
2023-10-20	2128831	HA-X21GCK	\$21.40	\$0.00
2023-03-25	2128831	HA-X4WIFY4	\$10.70	\$0.00
2021-12-27	2128831	HA-XG85K2	\$42.80	\$0.00
2022-03-04	2128831	HA-XKL8V3	\$21.40	\$0.00
2023-06-24	2128831	HA-Y1DFVQ	\$10.70	\$0.00
2022-09-17	2128831	HA-Y43J96	\$10.70	\$0.00
2024-04-06	2128831	HA-YBMDB9	\$10.70	\$0.00
2023-11-02	2128831	HA-YFVRFCF	\$34.80	\$0.00
2022-05-20	2128831	HA-YFY6ZB	\$23.20	\$0.00
2021-10-12	2128831	HA-YNG5K4	\$74.90	\$0.00
2021-10-22	2128831	HA-YZ32VR	\$42.80	\$0.00
2021-08-06	2128831	HA-YZB3P8	\$32.10	\$0.00
2022-02-26	2128831	HA-Z2GD66	\$23.20	\$0.00
2023-09-19	3278288	HA-098ZQL	\$12.70	\$0.00
2024-01-11	3278288	HA-0NZWTS	\$45.10	\$0.00
2024-04-18	3278288	HA-0TFJ1N	\$45.10	\$0.00
2024-04-03	3278288	HA-11VWHZ	\$58.05	\$0.00
2023-05-19	3278288	HA-11XL14	\$25.40	\$0.00
2024-05-08	3278288	HA-16MP2J	\$45.10	\$0.00
2023-07-15	3278288	HA-1QW3H6	\$12.70	\$0.00
2023-10-18	3278288	HA-2DS25X	\$13.20	\$0.00
2023-07-06	3278288	HA-2FFHT9	\$38.10	\$0.00
2023-10-31	3278288	HA-3PVXWP	\$38.10	\$0.00
2023-05-12	3278288	HA-40Y8LX	\$38.10	\$0.00
2023-12-14	3278288	HA-42H8QX	\$38.10	\$0.00
2024-08-03	3278288	HA-446WJY	\$19.20	\$0.00
2023-06-15	3278288	HA-48RZ36	\$39.60	\$0.00
2024-03-22	3278288	HA-48XHV4	\$19.20	\$0.00
2024-06-29	3278288	HA-4QNMHG	\$19.20	\$0.00

2023-05-16	3278288	HA-4T8RYS	\$38.10	\$0.00
2023-06-30	3278288	HA-4TQ8W2	\$12.70	\$0.00
2023-07-20	3278288	HA-4Z1734	\$52.80	\$0.00
2023-08-17	3278288	HA-5QJGHT	\$12.70	\$0.00
2024-03-08	3278288	HA-621KDH	\$25.40	\$0.00
2024-07-04	3278288	HA-6D3KFZ	\$19.20	\$0.00
2023-09-29	3278288	HA-768HC0	\$25.40	\$0.00
2023-10-01	3278288	HA-7BRMMB	\$63.50	\$0.00
2023-11-17	3278288	HA-7RBZD1	\$12.70	\$0.00
2023-10-06	3278288	HA-7RDPBQ	\$12.70	\$0.00
2023-04-14	3278288	HA-7WRW4B	\$39.60	\$0.00
2023-04-27	3278288	HA-82B92J	\$25.40	\$0.00
2023-06-18	3278288	HA-82KSZZ	\$88.90	\$0.00
2023-08-30	3278288	HA-8DFJCN	\$50.80	\$0.00
2023-10-19	3278288	HA-8LV03B	\$39.60	\$0.00
2024-06-12	3278288	HA-8S4YY6	\$92.40	\$0.00
2023-05-25	3278288	HA-93J5XB	\$39.60	\$0.00
2023-11-21	3278288	HA-97M7VX	\$52.80	\$0.00
2023-10-12	3278288	HA-9HJNNT	\$38.10	\$0.00
2023-11-25	3278288	HA-9QMYVB	\$12.70	\$0.00
2024-01-31	3278288	HA-9XYYF	\$58.05	\$0.00
2023-08-02	3278288	HA-BNTTJW	\$63.50	\$0.00
2024-07-05	3278288	HA-C69DDP	\$101.60	\$0.00
2023-09-08	3278288	HA-C6HLKQ	\$12.70	\$0.00
2023-11-18	3278288	HA-CVX6LK	\$12.70	\$0.00
2024-03-23	3278288	HA-DHM1JG	\$39.60	\$0.00
2023-05-04	3278288	HA-DVTNZ5	\$38.10	\$0.00
2023-12-02	3278288	HA-F8LKZX	\$13.20	\$0.00
2023-12-21	3278288	HA-G9KD4Z	\$25.40	\$0.00
2024-07-23	3278288	HA-GY5N5R	\$63.50	\$0.00
2024-03-01	3278288	HA-H4BGSP	\$19.20	\$0.00
2023-04-26	3278288	HA-H9CS9V	\$12.70	\$0.00

2023-04-21	3278288	HA-HTCW6M	\$38.10	\$0.00
2024-05-11	3278288	HA-HXYFRR	\$19.20	\$0.00
2024-06-05	3278288	HA-J87SQB	\$88.90	\$0.00
2023-12-09	3278288	HA-J8B0SP	\$12.70	\$0.00
2023-05-15	3278288	HA-JRZ8KP	\$12.70	\$0.00
2023-12-17	3278288	HA-JT33BM	\$38.10	\$0.00
2024-03-05	3278288	HA-JYHW6M	\$38.10	\$0.00
2024-05-31	3278288	HA-K04YMM	\$25.40	\$0.00
2023-07-01	3278288	HA-K4CL3F	\$12.70	\$0.00
2024-03-15	3278288	HA-KGBJMP	\$32.15	\$0.00
2023-06-11	3278288	HA-KTKX9X	\$39.60	\$0.00
2023-07-27	3278288	HA-L992FK	\$50.80	\$0.00
2024-02-15	3278288	HA-LCWX0W	\$38.10	\$0.00
2023-04-06	3278288	HA-LPCDVQ	\$39.60	\$0.00
2024-05-17	3278288	HA-LW3X6Z	\$25.40	\$0.00
2023-09-16	3278288	HA-M21T9H	\$12.70	\$0.00
2023-06-01	3278288	HA-M39X28	\$38.10	\$0.00
2024-05-03	3278288	HA-MN5365	\$32.15	\$0.00
2023-09-07	3278288	HA-MPFVC3	\$23.20	\$0.00
2024-02-21	3278288	HA-NG8KGZ	\$73.50	\$0.00
2023-11-16	3278288	HA-NWVPYW	\$13.20	\$0.00
2023-11-03	3278288	HA-P1RKDM	\$26.40	\$0.00
2023-03-12	3278288	HA-P3WSKQ	\$118.90	\$0.00
2024-04-26	3278288	HA-PVQG0W	\$19.20	\$0.00
2023-06-25	3278288	HA-PZ0VXB	\$12.70	\$0.00
2023-03-31	3278288	HA-QN8TGY	\$26.40	\$0.00
2024-03-29	3278288	HA-RVF229	\$58.05	\$0.00
2024-06-25	3278288	HA-S19CXB	\$60.05	\$0.00
2023-12-30	3278288	HA-T9TF6Y	\$25.40	\$0.00
2023-08-11	3278288	HA-TKJ90N	\$12.70	\$0.00
2023-06-28	3278288	HA-TNBR64	\$13.20	\$0.00
2023-04-19	3278288	HA-TQ5QYV	\$12.70	\$0.00

2024-07-16	3278288	HA-TR7VGL	\$73.50	\$0.00
2023-07-09	3278288	HA-TW4ZFT	\$63.50	\$0.00
2023-12-24	3278288	HA-TZX5JY	\$76.20	\$0.00
2023-10-22	3278288	HA-VNSKDV	\$12.70	\$0.00
2024-05-23	3278288	HA-VXBX05	\$25.40	\$0.00
2023-11-10	3278288	HA-W91GDS	\$25.40	\$0.00
2023-10-07	3278288	HA-WBWDW4	\$12.70	\$0.00
2023-08-12	3278288	HA-WZ54QW	\$13.20	\$0.00
2023-09-15	3278288	HA-XCZ4DV	\$12.70	\$0.00
2023-10-27	3278288	HA-XPVW3T	\$25.40	\$0.00
2023-09-09	3278288	HA-Y66RS9	\$69.50	\$0.00
2023-07-14	3278288	HA-YTVM7D	\$12.70	\$0.00
2023-06-08	3278288	HA-YVLYGV	\$38.10	\$0.00
2023-08-25	3278288	HA-YYXF1F	\$25.40	\$0.00
2023-08-18	3278288	HA-Z7BPVH	\$38.10	\$0.00
2024-01-05	3278288	HA-Z8Y400	\$25.40	\$0.00
2023-09-21	3278288	HA-ZM372F	\$50.80	\$0.00
2024-06-21	3278288	HA-ZRLYKZ	\$32.15	\$0.00

MAURY	COUNTY	Accommodations Tax	\$16,434.10	\$0.00	▼
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MAURY	COUNTY	General Sales and Use Tax	\$9,770.75	\$0.00	▼
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TENNESSEE	STATE	General Sales and Use Tax	\$24,931.03	\$0.00	▼
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Feedback

Feedback

Maury (060)	Jan 1 Owner	Current Owner	STEWART ST 200				
Tax Year 2024 Reappraisal 2022	COLLIER BLANCHE K ETAL		Ctrl Map:	Group:	Parcel:	PI:	SI:
	300 3RD AVE		0900	D	028.00		000
	COLUMBIA TN 38401						

Value Information

Land Market Value:	\$20,000
Improvement Value:	\$99,300
Total Market Appraisal:	\$119,300
Assessment Percentage:	25%
Assessment:	\$29,825

Additional Information**General Information**

Class: 00 - Residential	City: COLUMBIA
City #: 156	Special Service District 2: 000
Special Service District 1: 000	Neighborhood: C19
District: 09	Number of Mobile Homes: 0
Number of Buildings: 1	Utilities - Electricity: 01 - PUBLIC
Utilities - Water/Sewer: 01 - PUBLIC / PUBLIC	Zoning:
Utilities - Gas/Gas Type: 01 - PUBLIC - NATURAL GAS	

Outbuildings & Yard Items

Building #	Type	Description	Units
------------	------	-------------	-------

Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
7/9/2002	\$0	R1630	928		-	-
4/15/1991	\$20,000	1115	269	I - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED

Land Information

Deed Acres: 0	Calculated Acres: 0	Total Land Units: 1
Land Code	Soil Class	Units
01 - RES		1.00

Residential Building #: 1

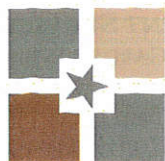
Improvement Type:
01 - SINGLE FAMILY
Exterior Wall:
11 - COMMON BRICK
Heat and AC:
7 - HEAT AND COOLING SPLIT
Quality:
1+ - AVERAGE +
Square Feet of Living Area:
672
Foundation:
02 - CONTINUOUS FOOTING
Roof Framing:
02 - GABLE/HIP
Cabinet/Millwork:
03 - AVERAGE
Interior Finish:
07 - DRYWALL
Bath Tiles:
00 - NONE
Shape:
01 - RECTANGLE

Building Sketch

Stories:
1.00
Actual Year Built:
1945
Plumbing Fixtures:
3
Condition:
AV - AVERAGE
Floor System:
04 - WOOD W/ SUB FLOOR
Roof Cover/Deck:
03 - COMPOSITION SHINGLE
Floor Finish:
11 - CARPET COMBINATION
Paint/Decor:
03 - AVERAGE
Electrical:
03 - AVERAGE
Structural Frame:
00 - NONE

Building Areas

Areas	Square Feet
BAS - BASE	672
BMF - BASEMENT FINISHED	672



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

July 26, 2024

Blanche K Etal Collier
300 3rd Ave
Columbia, TN 38401

RE: **Inspection: 200 Stewart St**
Violation: #24-1745-OCC

Dear Property Owner:

It has come to my attention that the property listed above, which is owned/controlled by you, is in violation of the City of Columbia code as follows:

Code Section	Description and Method of Correction	Comply By
ZO 4400 4.3.9.E.6.ah STR Limited Use Standards	4.3.9.E.6.ah lists limited use standards for STRs where they are permitted. Specifically, the unit must be owner-occupied and registered with the City.	8/9/2024
ZO 4400 TABLE 4.3.9.A-1 LOT & BUILDING SITE PRINCIPAL USE	The Zoning Ordinance prohibits Short Term Rentals (STRs) in CD-2, CD-3L, and CD-3. It also imposes Limited Use Standards for STRs operating in CD-4, CD-4C, and CD-5.	8/9/2024

The above-mentioned violation must be corrected by the compliance date written upon this notice. Be advised, the City of Columbia is a government entity, and as such, is granted certain rights afforded by law to take action against property owners who fail to comply with a notice of violation. Those actions include but not limited to: property abatement by the City for removal of items stated as a violation and/or a City Court summons. Additionally, a fine up to \$500.00 can be assessed against individual properties for continued non-compliance.

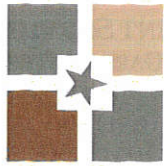
You may appeal the violation by contacting this office at 931-560-1560 within ten (10) days of the receipt of this notice. Abatement cost will be assessed for the above violation(s) by the incurred cost to the community to remedy the violation plus any administrative fees. An estimated cost of abatement can be requested within ten (10) days of said notice.

Please call our office **(931) 560-1560** with any questions or concerns you have regarding the contents of this letter. We appreciate your understanding and willingness to address this situation.
Sincerely,

Melissa Sanders
Planner I

Something Good Around Every Corner

City Hall 700 North Garden Street Columbia, Tennessee 38401 Phone 931.560.1560



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES

700 NORTH GARDEN STREET

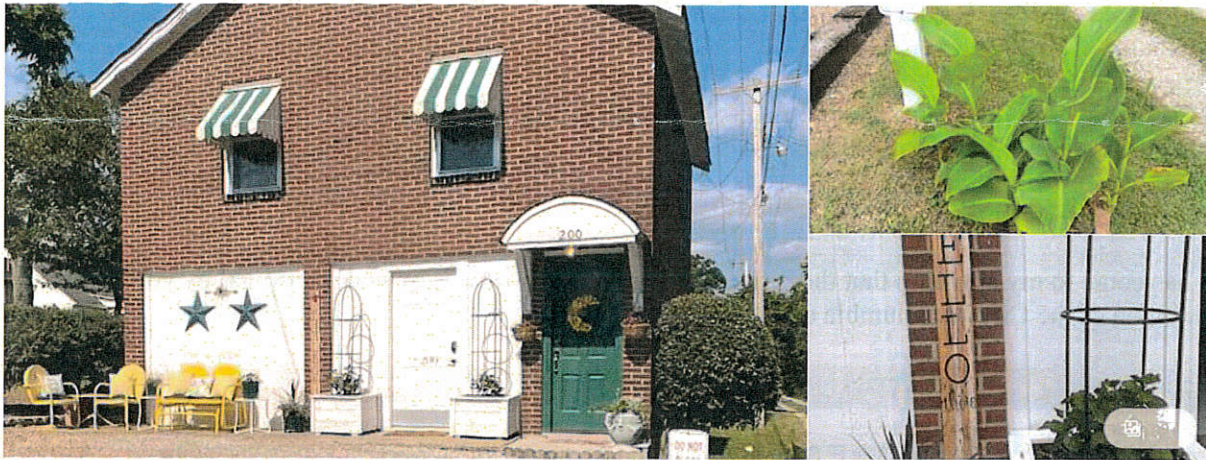
COLUMBIA, TN 38401

PHONE: (931) 560-1560

FAX: (931) 560-1541

(931) 560-1560

Site Location: 200 Stewart St



[Overview](#)

[Amenities](#)

[Policies](#)

[Host](#)

Entire home

Muletown's Retreat walking distance from the square

Something Good Around Every Corner

City Hall 700 North Garden Street Columbia, Tennessee 38401 Phone 931.560.1560

CONTACT INFORMATION

Kevin C. McCarthy, AICP, Zoning Administrator

kmccarthy@columbiatn.gov

DOCKET/CASE/APPLICATION
NUMBER

24-0351

APPLICANT/ PROPERTY OWNER

Bruce Peden/ Sunset Properties LLC

PUBLIC HEARING DATE

September 12, 2024

PROPERTY ADDRESS/LOCATION

623 Crestland Drive /Tax Map 75M B Parcel 5

REQUEST: Appeal of Administrative Decision

The appellant requests that the Board of Zoning Appeals reverse the determination of the Zoning Administrator that the use of the subject property is not a lawful nonconforming use. The Zoning Administrator explains the interpretation of the Ordinance below and requests that the Board affirm the determination.



EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	Historic District
CD-3L	Single-Family	Single-Family	Single-Family House	N/A

SUMMARY:

- On July 26, 2024, Development Services staff sent a notice of violation to the owner of the subject property.
- The property is Zoned CD-3L (Neighborhood Large Lot Character District). The current zoning ordinance prohibits operation of Short-Term Rentals (STRs) in CD-3L (Table 4.3.9.A-1).
- The City Council adopted the current zoning ordinance (Ord. 4400) in July 2022.
- The property has been used as an STR since at least July of 2021.
- The ordinance in effect at the time, (Ord. 3638) prohibited the use of a dwelling unit as an STR.
- The appellant's representative mistakenly posits that the use of the property is a lawful nonconforming use and therefore may continue indefinitely.
- The Zoning Administrator agrees that if the use was permitted at the time it was established, it would have the status of a lawful nonconformity and could continue. The Zoning Administrator disagrees with the claim that the STR use was permitted at the time it was established.

STAFF RATIONALE:

The Board is asked to determine whether the STR use is a lawful nonconformity.

- The only question before the Board is whether the Zoning Administrator's determination that the use was not permitted at the time it was established is an accurate interpretation of the zoning ordinance in effect at the time.
- The uses which ought to be permitted in a CD-3L character district are not in question.
- The suitability of the subject site for use as an STR is not in question.
- The City's overall policy toward STRs is not in question.
 - The Zoning Administrator has extended the deadline for compliance on all open STR violations until at least December 2024.
 - The Planning Commission will consider changes to current STR regulations in December 2024.
 - The City Council will act on the recommendation of Planning Commission in early 2025.
 - Through the Zoning Administrator, the BZA can suggest that the Planning Commission and City Council consider changes to the ordinance based on the Board's experience.
 - The City Council may adopt a zoning text amendment which legitimizes the use of the subject property as an STR.
 - The question of whether STRs ought to be permitted in residential character districts is the exclusive domain of the legislative body: the City Council.

Grandfathering: lawfully established non-conformities may continue indefinitely.

- Section 1.22.1 of the current zoning ordinance establishes that buildings and land uses which "legally existed immediately prior to a zoning change, may be continued as a legal nonconformity."
- This feature of a zoning ordinance is commonly referred to a "grandfathering."
- A lawfully nonconforming use may continue indefinitely.
- Section 1.22.2.F contains language which relates specifically to lawfully nonconforming STRs.

Section 1.22.F only applies to legally established STRs.

- The language at §1.22.F makes clear that **legally established** STRs have the status of lawful nonconformities.
- The section restates the provisions of the Tennessee Short Term Rental Unit Act of 2018. It is boilerplate language included in many zoning ordinances across Tennessee to ensure compliance with state law.
- The Act is codified at Tennessee Code Annotated § 13-7-603.
- The Act preempts municipalities from retroactively prohibiting STRs which were legally established after January 2014.
- The Act bars Tennessee cities which do not expressly limit rental durations for residential dwellings from subsequently shutting down established STRs (nothing prohibits cities from prohibiting the establishment of new STRs through zoning).
- The Act is explicit that a local regulation which "prohibits or effectively prohibits the use of property as a short-term rental unit may apply to any property within a local governing body's jurisdiction, regardless of the property's existing use" provided the regulation "expressly limit[s] the period of time a residential dwelling may be rented" (TCA §13-7-603(b)).
- Section 1.22.F does not apply to an STR established in violation of the zoning ordinance in effect at the time.

The use of the subject property as an STR was not lawfully established.

- The property has been used as an STR since at least July of 2021, according to information provided by the owners' representative.
- Prior to adoption of the current zoning ordinance, the property was zoned RS-20 (Low-Density Residential District).¹
- The ordinance in effect at the time, (Ord. 3638) limited the use of dwelling units to "rental, lease, or other occupancy on a monthly or longer basis."
- Ordinance 3638 prohibited the use of a dwelling unit as an STR, except when arranged and permitted as an "Accommodation."
- The previous ordinance did provide for several uses classified as "Accommodations" (fka Transient Habitation) as a subcategory of commercial uses (§8.2.5, p. 8-11).
 - These "short-term stays of less than 30 days" were subject to limited use standards.
 - The uses in this classification include hotels and bed and breakfast (B&B) establishments.
 - Use of the subject property does not conform to those standards and was never permitted by the City.
 - The applicant does not claim that the use meets these standards.
 - The applicant's representative correctly distinguishes the use of the property as an STR from Accommodation uses like B&Bs.²
- The use of the subject property as a single-family dwelling unit was permitted under the previous ordinance. The definition of that use expressly limited the period of time that a unit could be rented ("monthly or longer basis"), thereby excluding STRs. This limitation meets the criteria established in TCA §13-7-603(b).
- Conversion of the dwelling unit to a B&B or other accommodation use would have required a Conditional Use permit, if allowed at all. The property owner never sought that approval and the actual use of the property does not conform to the applicable limited use standards.
- The use was not legally established and therefore cannot have the status of a lawful nonconformity.

¹ Most RS-20 properties converted to the equivalent CD-3L upon adoption of the current ordinance in July 2022.

² See p. 2 of the applicant's appeal "STRs and B&Bs are distinct uses of property."



CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
STAFF REPORT

8.2.5 COMMERCIAL USES

A. Accommodations [Formerly Transient Habitation]

Characteristics: Residential units arranged for short term stays of less than 30 days for rent or lease.		
Principal Uses	Accessory Uses	Uses Not included
Hotel, motel, inn, extended-stay facility, bed and breakfast establishment Residency or Single Room Occupancy Hotel	Ancillary indoor storage Associated offices Food preparation and dining facility Laundry facility Meeting facility Off-street parking Recyclable material storage (temporary) Swimming pool, other recreational facility	Campground, private (see Outdoor Recreation) Hunting/fishing camp, dude ranch (see Outdoor Recreation) Patient overnight accommodations (see Medical Facilities) Transient lodging, shelter for the homeless (see Social Service Institutions) Recreational vehicle (RV) park (see Outdoor Recreation)

Ord. 3638 p. 8-11 Use Classification Table (Accommodations)

8.2.3 RESIDENTIAL USES

A. Household Living

Characteristics: This category is intended to include permanent residential activities which involve the occupancy of a residential unit as defined by this ordinance.		
Principal Uses	Accessory Uses	Uses Not included
Manufactured Home, manufactured home park or subdivision Single-family detached, zero lot line, semi-detached, attached, townhouse Two-family: Detached, Semi-detached, Attached Multiplex, apartment, congregate care facility with individual units that meet the definition of a dwelling unit, or retirement center apartment Upper-story residential	Accessory dwelling unit, (i.e. granny flats and mother-in-law apartments) Accessory structure Ancillary indoor storage Children's play area or equipment Greenhouse or nursery not engaged in retail trade Home occupation In-house care for four or less persons Private community center Private garage, barbecue pit, carport, tool or garden shed, storage unit, swimming pool Docks, noncommercial	Bed and breakfast establishment, hotel, motel, inn, extended-stay facility (see Accommodations) Group Home (see Personal and Group Care) Nursing or convalescent house (see Personal and Group Care) Residential assisted living facility not having individual dwelling units (see Personal and Group Care)

Ord. 3638 p. 8-3 Use Classification Table (Household Living)

RESIDENCE: A building or part of a building containing one or more dwelling units or rooming units, including one – family or two – family dwellings, multi-family dwellings, boarding or rooming houses, or apartment hotels. However, residences shall not include:

- Such transient accommodations as transient hotels, motels, tourist homes, or similar establishments;
- Dormitories, fraternity or sorority houses, monasteries, or convents, or similar establishments containing group living or sleeping accommodations;
- Nurses' residences, sanitariums, nursing homes, convalescent homes, rest homes, or other sleeping or living accommodations in community facility buildings or portions of buildings used for community facilities; or
- In a mixed building, that part of the building used for any nonresidential uses, except uses accessory to residential uses.

Ord. 3638 p. 13-8 Definitions (Residence)

DWELLING UNIT: A room or rooms connected together constituting a separate, independent housekeeping establishment for one – family only for owner occupancy or for rental, lease or other occupancy on a monthly or longer basis, with none of the living units under the same ownership, control, or management on the same zone lot being occupied on a shorter basis, and containing independent cooking, living, sleeping and sanitation facilities.

Ord. 3638 p. 13-5 Definitions (Dwelling Unit)

Reversing the determination would legitimize nonconforming str uses throughout Columbia.

- This request is – perhaps unintentionally – an attempt to circumvent the legislative authority of the City Council by effectively amending a defunct Zoning Ordinance through an appeal to a quasi-judicial body, the Board of Zoning Appeals.
- If the Board of Zoning Appeals reverses the Zoning Administrator’s determination and classifies the use as a lawful nonconformity, it will effectively legitimize all STRs established in violation of the ordinances adopted by the City Council prior to July 2022.
- Those who may have wished to establish STRs in residential zones prior to July 2022 and chose to abide by the City’s regulations would still be barred from establishing the use under the current rules.
- Those who established STRs prior to July 2022, either from a lack of due diligence or in outright defiance of the City Council, would be shielded indefinitely from enforcement. They would also be exempted from compliance with any STR standards the city adopts in the future, precisely because they violated the previous ordinance.

The Zoning Administrator respectfully requests that the Board of Zoning Appeals affirm the determination that the STR not a lawful nonconforming use.

- Planning & Zoning staff understand that STRs are popular among property owners and visitors to Columbia.
 - Planning staff will facilitate a community forum on the topic in October.
 - The Zoning Administrator has asked his peers in other communities across Middle Tennessee how their jurisdictions regulate STRs in order to determine best practices.
 - The Planning Commission will recommend changes to STR regulations in December.
 - The applicable regulations may change soon, possibly to the benefit of this property owner.
 - The Zoning Administrator has extended the time for open violations to come into compliance until the city’s policy makers provide clear direction on how they will regulate STRs in the future.
- Administration of existing regulations differs from discussion of changes to rules.
 - Fairness and the public welfare require dispassionate administration of the zoning ordinance regardless of personal or professional opinions of what the City ought to allow.
 - As described above, the STR use at the subject property does not conform to the current zoning ordinance (Ord. 4400).
 - The STR use did not conform to the ordinance in effect at the time it was established (Ord. 3638).
 - Therefore, the STR use is not a lawful nonconformity; its continued operation is a zoning code violation.
 - The Zoning Administrator asks that the Board affirm his determination.
- The criteria for the Board’s evaluation are listed below followed by sample motions.

REVIEW & ASSESSMENT:

§ 8.5.17.D Appeal of Administrative Decision | Action by Board of Zoning Appeals

1. At the public hearing of the case before the Board of Zoning Appeals, the appellant shall appear on appellant's own behalf or be represented by counsel or agent. The appellant's case shall be heard first and those in objection shall follow. To maintain orderly procedure, each side shall proceed without interruption from the other.
2. Every person before the rostrum shall abide by the order and direction of the chair. Discourteous, disorderly, or contemptuous conduct shall be regarded as a breach of the privileges of the Board of Zoning Appeals and shall be dealt with as the chair deems proper.
3. The Board of Zoning Appeals may reverse or affirm (wholly or partly) or may modify the order, requirement, decision, or determination appealed from and shall make any order, requirement, decision or determination that in its opinion ought to be made in the case before it. To this end, the Board of Zoning Appeals shall have all the powers of the officer from whom the appeal is taken.
4. A motion to reverse, affirm, or modify the order, requirement, decision, or determination appealed from shall include, insofar as practicable, a statement of the specific reasons or findings of fact that support the motion.
5. The concurring vote of a majority of the entire membership of the Board of Zoning Appeals shall be necessary to reverse any order, requirement, decision, or determination of the Zoning Administrator, or to decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance, or to effect any Administrative Adjustment in the application of this Ordinance.
6. Any motion to overturn an administrative decision shall state the reasons or findings of fact that support the motion.

RECOMMENDATION: Affirm

Recommended Motion:

Move to find, based on the evidence presented by the appellant and the Zoning Administrator, that the staff interpretation of Ordinances 3638 and 4400 is correct, that the existing Short Term Rental use is not a lawful nonconformity within the meaning of the term in the Zoning Ordinance, and **affirm** the determination of the Zoning Administrator.

Alternative Motions:

Alternative Motion [Reverse]:

Move to find, based on [list findings of fact that support the motion], that the staff interpretation of Ordinances 3638 and 4400 is incorrect, that the existing Short Term Rental use is a lawful nonconformity, and **reverse** the determination of the Zoning Administrator.

Alternative Motion [Defer]:

Move to find that there is insufficient information to make a decision, **continue the hearing**, and request that the [appellant/staff] provide: [list additional information] for review at the next regularly scheduled meeting of the Board.



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

BOARD OF ZONING
APPEAL OF ADMINISTRATIVE DECISION
APPLICATION AND CHECKLIST
SUBMITTAL REQUIREMENTS

*Please submit the Application online at [City of Columbia | Permitting \(onlama.com\)](https://onlama.com)
If there is no access to a computer, please submit all pertinent information on a flash drive as
well as provide one hard copy*

1. Applicants must complete this application, include required supporting materials, & pay the required fee (\$300.00-plus processing and advertising fees)¹ by the published submittal deadline. Please contact the Columbia Development Services Department with any questions or to discuss any concerns during the BZA submittal & review process: Kevin McCarthy, City Planner, kmccarthy@columbiatn.com or (931) 560-1560.
2. Please provide the following information:
 - a. Completed application.
 - b. Applicable drawings, illustrations, and so forth, to accompany the request.
 - c. Any additional information requested by the Department of Development Services that will be necessary to fully complete a review by City Staff and/or by the Board of Zoning Appeals.
3. Please submit the final request to the Department of Development Services according to the established Board Deadline and Meeting Schedule. A representative must attend the BZA Meeting.

¹ Applications fees for appeals are refunded if the BZA finds in favor of the applicant.

BOARD OF ZONING APPEALS APPLICATION COLUMBIA, TENNESSEE	
ADDRESS: 623 Crestland Drive, Columbia, TN 38401	
ZONING: CD-3L	LOT ACREAGE: Lot 32 Porter Hills
LAND USE: Short Term Rental / Residential	BUILDING SQUARE FOOTAGE: 1610
OTHER INFORMATION:	

APPEAL OF ADMINISTRATIVE DECISION REQUEST:

APPEAL OF ADMINISTRATIVE DECISION	8.5.17
Indicate the decision/interpretation under appeal, including the City Official with Title and Department, and the applicable section(s) of the <i>Zoning Ordinance</i> in question.	
APPEAL OF: Notice of Violation 24-1741-OCC	
ZONING ORDINANCE SECTION: 4.3.9.E.6.ah; Table 4.3.9.A-1; 1.22.2F	
CITY OFFICIAL WITH TITLE AND DEPARTMENT: Melissa Sanders Planner I Development Services	

APPLICANT

NAME	L. Bruce Peden	PHONE	931-381-0600
ADDRESS	219B W. 7th St., Columbia, TN	EMAIL	lbpeden@bellsouth.net

PROPERTY OWNER

NAME	Sunset Properties LLC	PHONE	931-334-1596
ADDRESS	1101 S. Main St., Columbia, TN	EMAIL	designbymercedes@icloud.com

In filling out this application, I attest that (1) I am familiar with the rules, regulations, and procedures of the City of Columbia & (2) all information contained herein is accurate & true to the best of my knowledge.

L. Bruce Peden

APPLICANT NAME



APPLICANT SIGNATURE

Aug 8, 2024

DATE

Sunset Properties LLC

PROPERTY OWNER NAME



PROPERTY OWNER SIGNATURE

08/07/2024

DATE

BEFORE THE CITY OF COLUMBIA BOARD OF ZONING APPEALS

IN RE: Sunset Properties LLC
623 Crestland Drive, Columbia, TN 38401

APPEAL OF ADMINISTRATIVE DECISION

Sunset Properties LLC respectfully appeals the decision by the City Development Services department that the use of the property located at 623 Crestland Drive as a short-term rental (herein “STR”) violates the City’s Zoning Ordinance.

Zoning Ordinance Provisions

Section 1.22.2F of Zoning Ordinance specifically permits the continued use of property as a short term rental if such use legally existed prior to the enactment of the current ordinance (adopted July 2022). That provision reads:

F. Specific as to Nonconforming Short-Term Rental Unit Use.

Notwithstanding anything to the contrary contained in this Ordinance, the Use of property as a Short-Term Rental Unit, which Use legally existed immediately prior to the enactment of this Ordinance, any amendment hereto, or any Zoning Change, may be continued as a legal Nonconformity until the

property subsequently is sold, transferred, or ceases being used as a Short-Term Rental Unit for a period of thirty (30) continuous months, or is or has been in violation of a generally applicable local law three (3) or more separate times as provided by TSA Section 13-7-604. Prior to such sale, transfer, cessation of Use, or violations, the ordinance governing the Use of the property as a Short-Term Rental Unit shall apply to such Use.

Prior to the adoption of the current zoning ordinance in July 2022 the City of Columbia did not regulate STRs – the prior zoning ordinance only regulated bed and breakfast (herein “B&B”) establishments. STRs and B&Bs are distinct uses of property – both under state law and the Zoning Ordinance.

At page 478 the current zoning ordinance provides:

Accommodations / Lodging Uses: a Commercial Use sub-category characterized by premises available for daily or weekly renting of bedrooms or suites for periods of less than 30 days, including without limitation Bed and Breakfast, Inn, Hotel, and Motel. A Short-Term Rental Unit is not an Accommodations / Lodging Use. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses)**.

At page 482 the current zoning ordinance defines a B&B:

Bed and Breakfast: an Accommodations / Lodging Use characterized by 1 to 5 bedrooms of an owner-occupied Building or Accessory Building being offered to paying guests for overnight Lodging with breakfast. A Short-Term Rental Unit is not a Bed and Breakfast.

At page 521 the current zoning ordinance defines a STR:

Short-Term Rental Unit: a Dwelling Unit in a Building originally used or designed to be used as an abode or home of a person, family, or household in either a portion of a single-family house, or an individual Dwelling Unit in a two-family Dwelling, townhouse, or multi-family Building having no more than 6 Dwelling Units, which Short-Term Rental Unit is rented wholly or partially for a period of less than thirty (30) continuous days occupancy for a fee; specifically excluding however a "hotel" as defined in TSA section 68-14-302 or a "bed and breakfast establishment" or a "bed and breakfast homestay" as those terms are defined in TSA section 68-14-502, all as contemplated in TSA section 13-7-602. A Hotel, Extended Stay Hotel, Motel, Bed and Breakfast, or Inn is not a Short-Term Rental Unit.

Evidence of STR Use Before July 2022

The property at 623 Crestland Drive was first listed on VRBO in March of 2023. However, the property had been used as a short term rental prior to the VRBO listing and prior to July 2022. Copies of several contracts for the short term rental of the property during 2021 are attached.

The decision by the Development Services Department that the use of the property as a STR violates the City's Zoning Ordinance is erroneous and should be reversed.

Muletown's Cozy Crestland Classic Guidelines & Rental Agreement

Please read this agreement in its entirety. Your payment and return acknowledgment of receipt of this agreement will serve as confirmation that you have read and agree to the following rental terms.

Thank you for choosing Muletown's Cozy Crestland Classic for your upcoming stay in Columbia Tennessee. It is located at 623 Crestland Drive Columbia TN. Parking is on the side in our driveway. There is ample room for three vehicles

Check in is after 4pm and check out is by 10 am on the days of your agreed stay. If you are arriving after dark, please let us know and we will leave on a few lights. You will be provided with the code prior to your arrival.

USE AND ENJOYMENT OF UNIT AND PROPERTY

Use of Premises. Guests will comply with all local laws, ordinances and community rules regarding the use of the premises.

Failure to adhere to these rules will be considered sufficient cause for immediate termination of your stay and all monies paid will be forfeited.

Occupancy At no time, shall the occupancy of the rental exceed persons not listed or otherwise approved.

Quiet Enjoyment. Guests shall be entitled to the quiet enjoyment of the rental property. Any disturbance resulting in police action, neighborhood complaints or any violation of the rules and regulations is considered sufficient cause for immediate termination of your stay with all monies paid forfeited. Excessive noise and large parties are not permitted and the owner reserves the right to enforce this agreement.

Smoking: is not allowed on the premises EXCEPT outdoors.

Alcohol: is to be used at your discretion and you are expected to comply with all local laws and ordinances.

Furnishings. The property is furnished by the Owner. Basic paper products and soap will be provided but any other cleaning products, etc. will be your responsibility.

Pets: All pets must be pre-approved and pet fee paid. We welcome pets and responsible owners but dogs are required to be on a leash at all times and please clean up after your pet. All local ordinances and laws should be respected. Any excess cleaning that is deemed necessary due to pets will be your responsibility. The pet's owner is solely responsible for all liability.

Use of Grills. A gas grill is provided for your use outside of the screen porch door.

Locked Areas. There is an owner's closet that is kept locked and is for the sole use of the owners. Any attempt to enter locked areas is cause for immediate termination of this agreement, forfeiture of all monies paid, and you will be liable for any damage and/or missing items.

Recreational Items: Use of bikes and recreational items is at your own risk. Please do not leave the bikes outside or unlocked at any time. Please secure them in the Shed provided for this or bring them onto the back porch at night and lock the outside doors.

Swings and Bunk bed: These should be used gently and the weight limits respected. Please keep small children off the top bunk.

Floors: Tile floors and porch can be very slippery when wet. Every effort has been made to provide extensive throw rugs to prevent slips and fall but please be careful. Other non-slip mats are provided for your use also.

SECURITY/DAMAGE AGREEMENT

Damages. You have paid a \$99 fee for damage insurance up to \$5,000. This covers any damages to the rental property and its furnishings caused by Guests and their guests. Should the damage amount exceed the amount of the policy amount, the registered Guest(s) remains liable for the balance.

Key Loss: Please report any lost keys immediately to the property manager.

Cleaning. You have paid a cleaning fee. However, any undue or unreasonable cleaning necessary as a result of the vacationer's stay will result in an excess cleaning fee for which you will be responsible.

Cancellation Policy: Should you need to cancel your stay for any reason, you will be entitled to a 50% refund if it is > 30 days from your expected arrival date. Any cancellation within <30 days of the date will likely result in loss of funds paid. Please contact us for further details.

HOLD HARMLESS

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Upon written or electronic return and or endorsement, guest(s) agree that they have read and understood this agreement. The guest(s) accepts all terms, conditions, and restrictions without exception.

(If not being done via email, please sign and return this.) Please include in the email or signed copy the name of the guest(s) and the desired dates of stay. If weekly stay is desired the fees will be discounted to \$300 per week due on the Friday of each week to be sent to owners Venmo @Mercedes-Robinson-2
Please send proof of renters insurance or we will need to process the extra \$99 for the temporary insurance.

Angie Haywood

9-28 10-28
2021 2021

Muletown's Cozy Crestland Classic Guidelines & Rental Agreement

Please read this agreement in its entirety. Your payment and return acknowledgment of receipt of this agreement will serve as confirmation that you have read and agree to the following rental terms.

Thank you for choosing Muletown's Cozy Crestland Classic for your upcoming stay in Columbia Tennessee. It is located at 623 Crestland Drive Columbia TN. Parking is on the side in our driveway. There is ample room for three vehicles

Check in is after 4pm and check out is by 10 am on the days of your agreed stay. If you are arriving after dark, please let us know and we will leave on a few lights. You will be provided with the code prior to your arrival.

USE AND ENJOYMENT OF UNIT AND PROPERTY

Use of Premises. Guests will comply with all local laws, ordinances and community rules regarding the use of the premises.

Failure to adhere to these rules will be considered sufficient cause for immediate termination of your stay and all monies paid will be forfeited.

Occupancy At no time, shall the occupancy of the rental exceed persons not listed or otherwise approved.

Quiet Enjoyment. Guests shall be entitled to the quiet enjoyment of the rental property. Any disturbance resulting in police action, neighborhood complaints or any violation of the rules and regulations is considered sufficient cause for immediate termination of your stay with all monies paid forfeited. Excessive noise and large parties are not permitted and the owner reserves the right to enforce this agreement.

Smoking: is not allowed on the premises EXCEPT outdoors.

Alcohol: is to be used at your discretion and you are expected to comply with all local laws and ordinances.

Furnishings. The property is furnished by the Owner. Basic paper products and soap will be provided but any other cleaning products, etc. will be your responsibility.

Pets: All pets must be pre-approved and pet fee paid. We welcome pets and responsible owners but dogs are required to be on a leash at all times and please clean up after your pet. All local ordinances and laws should be respected. Any excess cleaning that is deemed necessary due to pets will be your responsibility. The pet's owner is solely responsible for all liability.

Use of Grills. A gas grill is provided for your use outside of the screen porch door.

Locked Areas. There is an owner's closet that is kept locked and is for the sole use of the owners. Any attempt to enter locked areas is cause for immediate termination of this agreement, forfeiture of all monies paid, and you will be liable for any damage and/or missing items.

Recreational Items: Use of bikes and recreational items is at your own risk. Please do not leave the bikes outside or unlocked at any time. Please secure them in the Shed provided for this or bring them onto the back porch at night and lock the outside doors.

Swings and Bunk bed: These should be used gently and the weight limits respected. Please keep small children off the top bunk.

Floors: Tile floors and porch can be very slippery when wet. Every effort has been made to provide extensive throw rugs to prevent slips and fall but please be careful. Other non-slip mats are provided for your use also.

SECURITY/DAMAGE AGREEMENT

Damages. You have paid a \$99 fee for damage insurance up to \$5,000. This covers any damages to the rental property and its furnishings caused by Guests and their guests. Should the damage amount exceed the amount of the of the policy amount, the registered Guest(s) remains liable for the balance.

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Please send proof of renters insurance or we will need to process the extra \$99 for the temporary insurance.

Will Can
10/28/21

PLEASE REMEMBER TO PLACE YOUR MATS IN THE PROPER LOCATION TO PREVENT SLIPS AND FALLS. OTHER NON-SLIP MATS ARE PROVIDED FOR YOUR USE ALSO.

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Gage J 6.25
to
6.27
2021

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Bxc English 7/12-19 2021

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 Ray Venmo July 7, 2021

Floors: Tile floors and porch can be very slippery when wet. Every effort has been made to provide extensive throw rugs to prevent slips and fall but please be careful. Other non-slip mats are provided for your use also.

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Blake Lowell 8/13/24

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7/31/21


Muletown's Cozy Crestland Classic Guidelines & Rental Agreement

Please read this agreement in its entirety. Your payment and return acknowledgment of receipt of this agreement will serve as confirmation that you have read and agree to the following rental terms.

Thank you for choosing Muletown's Cozy Crestland Classic for your upcoming stay in Columbia Tennessee. It is located at 623 Crestland Drive Columbia TN. Parking is on the side in our driveway. There is ample room for three vehicles

Check in is after 4pm and check out is by 10 am on the days of your agreed stay. If you are arriving after dark, please let us know and we will leave on a few lights. You will be provided with the code prior to your arrival.

USE AND ENJOYMENT OF UNIT AND PROPERTY

Use of Premises. Guests will comply with all local laws, ordinances and community rules regarding the use of the premises.

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Use of Grills. A gas grill is provided for your use outside of the screen porch door.

Locked Areas. There is an owner's closet that is kept locked and is for the sole use of the owners. Any attempt to enter locked areas is cause for immediate termination of this agreement, forfeiture of all monies paid, and you will be liable for any damage and/or missing items.

Recreational Items: Use of bikes and recreational items is at your own risk. Please do not leave the bikes outside or unlocked at any time. Please secure them in the Shed provided for this or bring them onto the back porch at night and lock the outside doors.

Swings and Bunk bed: These should be used gently and the weight limits respected. Please keep small children off the top bunk.

Floors: Tile floors and porch can be very slippery when wet. Every effort has been made to provide extensive throw rugs to prevent slips and fall but please be careful. Other non-slip mats are provided for your use also.

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Heather
Lowe 9-11-21

Maury (060)	Jan 1 Owner	Current Owner	CRESTLAND DR 623			
Tax Year 2024 Reappraisal 2022	SUNSET PROPERTIES LLC		Ctrl Map:	Group:	Parcel:	PI:
	1011 S MAIN ST		075M	B	005.00	SI:
	COLUMBIA TN 38401					000

Value Information

Land Market Value:	\$60,000
Improvement Value:	\$148,500
Total Market Appraisal:	\$208,500
Assessment Percentage:	25%
Assessment:	\$52,125

Subdivision Data**Subdivision:**

PORTER HILLS SEC 2

Plat Book:	Plat Page:	Block:	Lot:
4	75		32

Additional Information**General Information**

Class: 00 - Residential	City: COLUMBIA
City #: 156	Special Service District 2: 000
Special Service District 1: 000	Neighborhood: C50
District: 09	Number of Mobile Homes: 0
Number of Buildings: 1	Utilities - Electricity: 01 - PUBLIC
Utilities - Water/Sewer: 01 - PUBLIC / PUBLIC	Zoning:
Utilities - Gas/Gas Type: 01 - PUBLIC - NATURAL GAS	

Outbuildings & Yard Items

Building #	Type	Description	Units
1	UTB - UTILITY BUILDING	12X18	216
1	PTO - PATIO		320

Sale Information

Long Sale Information list on subsequent pages

Land Information

Deed Acres: 0	Calculated Acres: 1	Total Land Units: 1
Land Code	Soil Class	Units
01 - RES		1.00

Residential Building #: 1**Improvement Type:**

01 - SINGLE FAMILY

Exterior Wall:

11 - COMMON BRICK

Heat and AC:

8 - HEAT AND COOLING PKG

Quality:

1 - AVERAGE

Square Feet of Living Area:

1250

Foundation:

02 - CONTINUOUS FOOTING

Roof Framing:

02 - GABLE/HIP

Cabinet/Millwork:

03 - AVERAGE

Interior Finish:

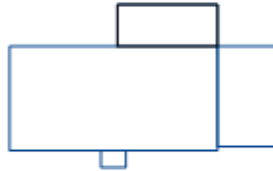
10 - PANEL-PLAST-DRYWALL

Bath Tiles:

04 - FLOOR-1/2 WALL

Shape:

01 - RECTANGLE

Building Sketch**Stories:**

1.00

Actual Year Built:

1970

Plumbing Fixtures:

5

Condition:

AV - AVERAGE

Floor System:

04 - WOOD W/ SUB FLOOR

Roof Cover/Deck:

03 - COMPOSITION SHINGLE

Floor Finish:

10 - HARDWOOD-TERR-TILE

Paint/Decor:

03 - AVERAGE

Electrical:

03 - AVERAGE

Structural Frame:

00 - NONE

Building Areas

Areas	Square Feet
BAS - BASE	1,250
GRF - GARAGE FINISHED	360
OPU - OPEN PORCH UNFINISHED	24
OPU - OPEN PORCH UNFINISHED	0
OPF - OPEN PORCH FINISHED	240

Sale Information						
Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
1/3/2022	\$0	R2810	309		QC - QUITCLAIM DEED	-
8/19/1997	\$74,000	1342	617	I - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED
4/20/1984	\$0	711	585		-	-
5/27/1982	\$0	687	257		-	-

July 26, 2024

Sunset Properties LLC
1011 S Main St
Columbia, TN 38401

RE: **Inspection: 623 Crestland Dr**
Violation: #24-1741-OCC

Dear Property Owner:

It has come to my attention that the property listed above, which is owned/controlled by you, is in violation of the City of Columbia code as follows:

Code Section	Description and Method of Correction	Comply By
ZO 4400 4.3.9.E.6.ah STR Limited Use Standards	4.3.9.E.6.ah lists limited use standards for STRs where they are permitted. Specifically, the unit must be owner-occupied and registered with the City.	8/9/2024
ZO 4400 TABLE 4.3.9.A-1 LOT & BUILDING SITE PRINCIPAL USE	The Zoning Ordinance prohibits Short Term Rentals (STRs) in CD-2, CD-3L, and CD-3. It also imposes Limited Use Standards for STRs operating in CD-4, CD-4C, and CD-5.	8/9/2024

The above-mentioned violation must be corrected by the compliance date written upon this notice. Be advised, the City of Columbia is a government entity, and as such, is granted certain rights afforded by law to take action against property owners who fail to comply with a notice of violation. Those actions include but not limited to: property abatement by the City for removal of items stated as a violation and/or a City Court summons. Additionally, a fine up to \$500.00 can be assessed against individual properties for continued non-compliance.

You may appeal the violation by contacting this office at 931-560-1560 within ten (10) days of the receipt of this notice. Abatement cost will be assessed for the above violation(s) by the incurred cost to the community to remedy the violation plus any administrative fees. An estimated cost of abatement can be requested within ten (10) days of said notice.

Please call our office (931) 560-1560 with any questions or concerns you have regarding the contents of this letter. We appreciate your understanding and willingness to address this situation.
Sincerely,

Melissa Sanders
Planner I

Something Good Around Every Corner

City Hall 700 North Garden Street Columbia, Tennessee 38401 Phone 931.560.1560



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

(931) 560-1560

Site Location: 623 Crestland Dr



Entire home

Muletown's Cozy Classic w/ hot tub, outdoor game area, and fire pit

Exceptional

Something Good Around Every Corner

City Hall 700 North Garden Street Columbia, Tennessee 38401 Phone 931.560.1560

BEFORE THE CITY OF COLUMBIA BOARD OF ZONING APPEALS

IN RE: Sunset Properties LLC
623 Crestland Drive, Columbia, TN 38401

APPEAL OF ADMINISTRATIVE DECISION

Sunset Properties LLC respectfully appeals the decision by the City Development Services department that the use of the property located at 623 Crestland Drive as a short-term rental (herein “STR”) violates the City’s Zoning Ordinance.

Zoning Ordinance Provisions

Section 1.22.2F of Zoning Ordinance specifically permits the continued use of property as a short term rental if such use legally existed prior to the enactment of the current ordinance (adopted July 2022). That provision reads:

F. Specific as to Nonconforming Short-Term Rental Unit Use.

Notwithstanding anything to the contrary contained in this Ordinance, the Use of property as a Short-Term Rental Unit, which Use legally existed immediately prior to the enactment of this Ordinance, any amendment hereto, or any Zoning Change, may be continued as a legal Nonconformity until the

property subsequently is sold, transferred, or ceases being used as a Short-Term Rental Unit for a period of thirty (30) continuous months, or is or has been in violation of a generally applicable local law three (3) or more separate times as provided by TSA Section 13-7-604. Prior to such sale, transfer, cessation of Use, or violations, the ordinance governing the Use of the property as a Short-Term Rental Unit shall apply to such Use.

Prior to the adoption of the current zoning ordinance in July 2022 the City of Columbia did not regulate STRs – the prior zoning ordinance only regulated bed and breakfast (herein “B&B”) establishments. STRs and B&Bs are distinct uses of property – both under state law and the Zoning Ordinance.

At page 478 the current zoning ordinance provides:

Accommodations / Lodging Uses: a Commercial Use sub-category characterized by premises available for daily or weekly renting of bedrooms or suites for periods of less than 30 days, including without limitation Bed and Breakfast, Inn, Hotel, and Motel. A Short-Term Rental Unit is not an Accommodations / Lodging Use. See **Table 4.3.9.A-1 (Building, Lot & Building Site Principal Uses)**.

At page 482 the current zoning ordinance defines a B&B:

Bed and Breakfast: an Accommodations / Lodging Use characterized by 1 to 5 bedrooms of an owner-occupied Building or Accessory Building being offered to paying guests for overnight Lodging with breakfast. A Short-Term Rental Unit is not a Bed and Breakfast.

At page 521 the current zoning ordinance defines a STR:

Short-Term Rental Unit: a Dwelling Unit in a Building originally used or designed to be used as an abode or home of a person, family, or household in either a portion of a single-family house, or an individual Dwelling Unit in a two-family Dwelling, townhouse, or multi-family Building having no more than 6 Dwelling Units, which Short-Term Rental Unit is rented wholly or partially for a period of less than thirty (30) continuous days occupancy for a fee; specifically excluding however a "hotel" as defined in TSA section 68-14-302 or a "bed and breakfast establishment" or a "bed and breakfast homestay" as those terms are defined in TSA section 68-14-502, all as contemplated in TSA section 13-7-602. A Hotel, Extended Stay Hotel, Motel, Bed and Breakfast, or Inn is not a Short-Term Rental Unit.

Evidence of STR Use Before July 2022

The property at 623 Crestland Drive was first listed on VRBO in March of 2023. However, the property had been used as a short term rental prior to the VRBO listing and prior to July 2022. Copies of several contracts for the short term rental of the property during 2021 are attached.

The decision by the Development Services Department that the use of the property as a STR violates the City's Zoning Ordinance is erroneous and should be reversed.

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Pets: All pets must be pre-approved and pet fee paid. We welcome pets and responsible owners but dogs are required to be on a leash at all times and please clean up after your pet. All local ordinances and laws should be respected. Any excess cleaning that is deemed necessary due to pets will be your responsibility. The pet's owner is solely responsible for all liability.

Use of Grills. A gas grill is provided for your use outside of the screen porch door.

Locked Areas. There is an owner's closet that is kept locked and is for the sole use of the owners. Any attempt to enter locked areas is cause for immediate termination of this agreement, forfeiture of all monies paid, and you will be liable for any damage and/or missing items.

Recreational Items: Use of bikes and recreational items is at your own risk. Please do not leave the bikes outside or unlocked at any time. Please secure them in the Shed provided for this or bring them onto the back porch at night and lock the outside doors.

Swings and Bunk bed: These should be used gently and the weight limits respected. Please keep small children off the top bunk.

Floors: Tile floors and porch can be very slippery when wet. Every effort has been made to provide extensive throw rugs to prevent slips and fall but please be careful. Other non-slip mats are provided for your use also.

SECURITY/DAMAGE AGREEMENT

Damages. You have paid a \$99 fee for damage insurance up to \$5,000. This covers any damages to the rental property and its furnishings caused by Guests and their guests. Should the damage amount exceed the amount of the of the policy amount, the registered Guest(s) remains liable for the balance.

Key Loss: Please report any lost keys immediately to the property manager.

Cleaning. You have paid a cleaning fee. However, any undue or unreasonable cleaning necessary as a result of the vacationer's stay will result in an excess cleaning fee for which you will be responsible.

Cancellation Policy: Should you need to cancel your stay for any reason, you will be entitled to a 50% refund if it is > 30 days from your expected arrival date. Any cancellation within <30 days of the date will likely result in loss of funds paid. Please contact us for further details.

HOLD HARMLESS

Owner attempts to properly maintain the rental. The guest(s) agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to: power outages, adverse weather conditions, mandatory evacuation, construction, mechanical failure such as television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Guest(s) or their guests as a result of the acts of said Guests. Owner is not responsible for any theft or damage to guest's belongings during their stay at the rental.

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(If not being done via email, please sign and return this.) Please include in the email or signed copy the name of the guest(s) and the desired dates of stay. If weekly stay is desired the fees will be discounted to \$300 per week due on the Friday of each week to be sent to owners Venmo @Mercedes-Robinson-2
Please send proof of renters insurance or we will need to process the extra \$99 for the temporary insurance.

Angie Haywood

9-28 10-28
2021 2021

Muletown's Cozy Crestland Classic Guidelines & Rental Agreement

Please read this agreement in its entirety. Your payment and return acknowledgment of receipt of this agreement will serve as confirmation that you have read and agree to the following rental terms.

Thank you for choosing Muletown's Cozy Crestland Classic for your upcoming stay in Columbia Tennessee. It is located at 623 Crestland Drive Columbia TN. Parking is on the side in our driveway. There is ample room for three vehicles

Check in is after 4pm and check out is by 10 am on the days of your agreed stay. If you are arriving after dark, please let us know and we will leave on a few lights. You will be provided with the code prior to your arrival.

USE AND ENJOYMENT OF UNIT AND PROPERTY

Use of Premises. Guests will comply with all local laws, ordinances and community rules regarding the use of the premises.

Failure to adhere to these rules will be considered sufficient cause for immediate termination of your stay and all monies paid will be forfeited.

Occupancy At no time, shall the occupancy of the rental exceed persons not listed or otherwise approved.

Quiet Enjoyment. Guests shall be entitled to the quiet enjoyment of the rental property. Any disturbance resulting in police action, neighborhood complaints or any violation of the rules and regulations is considered sufficient cause for immediate termination of your stay with all monies paid forfeited. Excessive noise and large parties are not permitted and the owner reserves the right to enforce this agreement.

Smoking: is not allowed on the premises EXCEPT outdoors.

Alcohol: is to be used at your discretion and you are expected to comply with all local laws and ordinances.

Furnishings. The property is furnished by the Owner. Basic paper products and soap will be provided but any other cleaning products, etc. will be your responsibility.

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Swings and Bunk bed: These should be used gently and the weight limits respected. Please keep small children off the top bunk.

Floors: Tile floors and porch can be very slippery when wet. Every effort has been made to provide extensive throw rugs to prevent slips and fall but please be careful. Other non-slip mats are provided for your use also.

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By signing this agreement, guest(s) agree that they have read and understand the terms, conditions, and restrictions without reservation. The guest(s) accepts all terms, conditions, and restrictions without

(If not being done via email, please sign and return this.) Please include in the email or signed copy the name of the guest(s) and the desired dates of stay. If weekly stay is desired the fees will be discounted to \$300 per week due on the Friday of each week to be sent to owners Venmo @Mercedes-Robinson-2

Please send proof of renters insurance or we will need to process the extra \$99 for the temporary insurance.

Will Can
10/28/21

PLEASE BE CAREFUL WHEN ENTERING OR EXITING THE VEHICLE. OTHER
rugs to prevent slips and fall but please be careful. Other
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@Mercedes-Robinson-2

Please send proof of renters insurance or we will need to
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Yogee J 6:25
to
6:27
2021

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Bre English 7/12-19 2021

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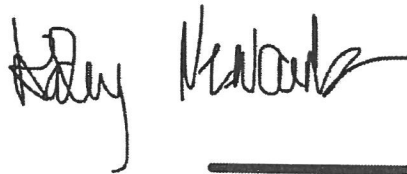
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 Ray Venmo July 9, 2021

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Blake Lovell 8/13/24

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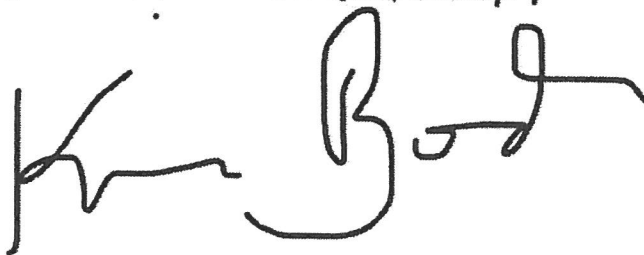
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 7/31/21

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Thank you for choosing Muletown's Cozy Crestland Classic for your upcoming stay in Columbia Tennessee. It is located at 623 Crestland Drive Columbia TN. Parking is on the side in our driveway. There is ample room for three vehicles

Check in is after 4pm and check out is by 10 am on the days of your agreed stay. If you are arriving after dark, please let us know and we will leave on a few lights. You will be provided with the code prior to your arrival.

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Heather
Zover
9-11-21

Maury (060)

Tax Year 2024 | Reappraisal 2022

Jan 1 Owner
SUNSET PROPERTIES LLC
1011 S MAIN ST
COLUMBIA TN 38401

Current Owner

CRESTLAND DR 623

Cit Map: 075M Group: B Parcel: 005.00 Pl: 000 Sl: 000

Value Information

Land Market Value: \$60,000
Improvement Value: \$148,500
Total Market Appraisal: \$208,500
Assessment Percentage: 25%
Assessment: \$52,125

Subdivision Data

Subdivision:
PORTER HILLS SEC 2
Plat Book: 4 Plat Page: 75 Block: Lot: 32

Additional Information

General Information
Class: 00 - Residential
City #: 156
Special Service District 1: 000
District: 09
Number of Buildings: 1
Utilities - Water/Sewer: 01 - PUBLIC / PUBLIC
Utilities - Gas/Gas Type: 01 - PUBLIC - NATURAL GAS
City: COLUMBIA
Special Service District 2: 000
Neighborhood: C50
Number of Mobile Homes: 0
Utilities - Electricity: 01 - PUBLIC
Zoning:

Outbuildings & Yard Items

Building #	Type	Description	Units
1	UTB - UTILITY BUILDING	12X18	216
1	PTO - PATIO		320

Sale Information

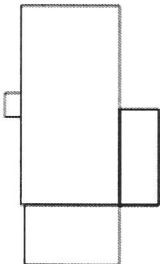
Long Sale Information list on subsequent pages

Land Information

Deed Acres: 0 Calculated Acres: 1 Total Land Units: 1
Land Code Soil Class Units
01 - RES 1.00

Residential Building #: 1

Improvement Type:
01 - SINGLE FAMILY
Exterior Wall:
11 - COMMON BRICK
Heat and AC:
8 - HEAT AND COOLING PKG
Quality:
1 - AVERAGE
Square Feet of Living Area:
1250
Foundation:
02 - CONTINUOUS FOOTING
Roof Framing:
02 - GABLE/HIP
Cabinet/Millwork:
03 - AVERAGE
Interior Finish:
10 - PANEL-PLAST-DRYWALL
Bath Tiles:
04 - FLOOR-1/2 WALL
Shape:
01 - RECTANGLE
Building Sketch



Stories:

1.00

Actual Year Built:

1970

Plumbing Fixtures:

5

Condition:

AV - AVERAGE

Floor System:

04 - WOOD W/ SUB FLOOR

Roof Cover/Deck:

03 - COMPOSITION SHINGLE

Floor Finish:

10 - HARDWOOD-TERR-TILE

Paint/Decor:

03 - AVERAGE

Electrical:

03 - AVERAGE

Structural Frame:

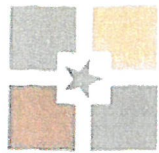
00 - NONE

Building Areas

Areas	Square Feet
BAS - BASE	1,250
GRF - GARAGE FINISHED	360
OPU - OPEN PORCH UNFINISHED	24
OPU - OPEN PORCH UNFINISHED	0
OPF - OPEN PORCH FINISHED	240

Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
1/3/2022	\$0	R2810	309		OC - QUITCLAIM DEED	-
8/19/1997	\$74,000	1342	617	I - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED
4/20/1984	\$0	711	585		-	-
5/27/1982	\$0	687	257		-	-



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

July 26, 2024

Sunset Properties LLC
1011 S Main St
Columbia, TN 38401

RE: **Inspection: 623 Crestland Dr**
Violation: #24-1741-OCC

Dear Property Owner:

It has come to my attention that the property listed above, which is owned/controlled by you, is in violation of the City of Columbia code as follows:

Code Section	Description and Method of Correction	Comply By
ZO 4400 4.3.9.E.6.ah STR Limited Use Standards	4.3.9 E.6.ah lists limited use standards for STRs where they are permitted. Specifically, the unit must be owner-occupied and registered with the City.	8/9/2024
ZO 4400 TABLE 4.3.9.A-1 LOT & BUILDING SITE PRINCIPAL USE	The Zoning Ordinance prohibits Short Term Rentals (STRs) in CD-2, CD-3L, and CD-3. It also imposes Limited Use Standards for STRs operating in CD-4, CD-4C, and CD-5.	8/9/2024

The above-mentioned violation must be corrected by the compliance date written upon this notice. Be advised, the City of Columbia is a government entity, and as such, is granted certain rights afforded by law to take action against property owners who fail to comply with a notice of violation. Those actions include but not limited to: property abatement by the City for removal of items stated as a violation and/or a City Court summons. Additionally, a fine up to \$500.00 can be assessed against individual properties for continued non-compliance.

You may appeal the violation by contacting this office at 931-560-1560 within ten (10) days of the receipt of this notice. Abatement cost will be assessed for the above violation(s) by the incurred cost to the community to remedy the violation plus any administrative fees. An estimated cost of abatement can be requested within ten (10) days of said notice.

Please call our office (931) 560-1560 with any questions or concerns you have regarding the contents of this letter. We appreciate your understanding and willingness to address this situation.
Sincerely,

Melissa Sanders
Planner I

Something Good Around Every Corner

City Hall 700 North Garden Street Columbia, Tennessee 38401 Phone 931.560.1560



CITY OF
COLUMBIA
TENNESSEE

DEVELOPMENT SERVICES
700 NORTH GARDEN STREET
COLUMBIA, TN 38401
PHONE: (931) 560-1560
FAX: (931) 560-1541

BOARD OF ZONING
APPEAL OF ADMINISTRATIVE DECISION
APPLICATION AND CHECKLIST
SUBMITTAL REQUIREMENTS

*Please submit the Application online at [City of Columbia | Permitting \(onlana.com\)](http://City of Columbia | Permitting (onlana.com))
If there is no access to a computer, please submit all pertinent information on a flash drive as
well as provide one hard copy*

1. Applicants must complete this application, include required supporting materials, & pay the required fee (\$300.00-plus processing and advertising fees)¹ by the published submittal deadline. Please contact the Columbia Development Services Department with any questions or to discuss any concerns during the BZA submittal & review process: Kevin McCarthy, City Planner, kmccarthy@columbiatn.com or (931) 560-1560.
2. Please provide the following information:
 - a. Completed application.
 - b. Applicable drawings, illustrations, and so forth, to accompany the request.
 - c. Any additional information requested by the Department of Development Services that will be necessary to fully complete a review by City Staff and/or by the Board of Zoning Appeals.
3. Please submit the final request to the Department of Development Services according to the established Board Deadline and Meeting Schedule. A representative must attend the BZA Meeting.

¹ Applications fees for appeals are refunded if the BZA finds in favor of the applicant.

BOARD OF ZONING APPEALS APPLICATION COLUMBIA, TENNESSEE	
ADDRESS: 623 Crestland Drive, Columbia, TN 38401	
ZONING: CD-3L	LOT ACREAGE: Lot 32 Porter Hills
LAND USE: Short Term Rental / Residential	BUILDING SQUARE FOOTAGE: 1610
OTHER INFORMATION:	

APPEAL OF ADMINISTRATIVE DECISION REQUEST:

APPEAL OF ADMINISTRATIVE DECISION	8.5.17
Indicate the decision/interpretation under appeal, including the City Official with Title and Department, and the applicable section(s) of the <i>Zoning Ordinance</i> in question.	
APPEAL OF: Notice of Violation 24-1741-OCC	
ZONING ORDINANCE SECTION: 4.3.9.E.6.ah; Table 4.3.9.A-1; 1.22.2F	
CITY OFFICIAL WITH TITLE AND DEPARTMENT: Melissa Sanders Planner I Development Services	

APPLICANT

NAME	L. Bruce Peden	PHONE	931-381-0600
ADDRESS	219B W. 7th St., Columbia, TN	EMAIL	lbpeden@bellsouth.net

PROPERTY OWNER

NAME	Sunset Properties LLC	PHONE	931-334-1596
ADDRESS	1101 S. Main St., Columbia, TN	EMAIL	designbymercedes@icloud.com

In filling out this application, I attest that (1) I am familiar with the rules, regulations, and procedures of the City of Columbia & (2) all information contained herein is accurate & true to the best of my knowledge.

L. Bruce Peden

APPLICANT NAME



APPLICANT SIGNATURE



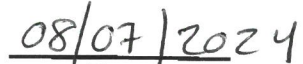
DATE

Sunset Properties LLC

PROPERTY OWNER NAME



PROPERTY OWNER SIGNATURE



DATE