



The Columbia Board of Zoning Appeals will meet on Thursday, October 10, 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

1. September 12, 2024 Minutes

III. Old Business

1. 24-0352 - Request from L. Bruce Peden for Appeal of an Administrative Decision for 200 Stewart Street, zoned CD-3 (Neighborhood Character District), concerning Zoning Ordinance 4400 Section 1.22.2F, Table 4.3.9.A-1 and Section 4.3.9.E.6.(ah).

THIS ITEM WAS DEFERRED FROM A PREVIOUS AGENDA

Documents:

1. 24-0352_Staff Report
 2. 24-0352_Complete Submittal_08-19-2024
2. 24-0351 - Request from L. Bruce Peden for Appeal of an Administrative Decision for 623 Crestland Drive, zoned CD-3L (Large Lot Neighborhood Character District), concerning Zoning Ordinance 4400 Section 1.22.2F, Table 4.3.9.A-1 and Section 4.3.9.E.6.(ah).

THIS ITEM WAS DEFERRED FROM A PREVIOUS AGENDA

Documents:

1. 24-0351_Staff Report
2. 24-0351_Complete Submittal_08-19-2024
3. 24-0351_Appeal Document_08-19-2024
4. 24-0351_Application_08-19-2024

IV. New Business

1. 24-0384 - Request from Matthew Seth Howell for Variance approval regarding Building, Lot and Building Standards in Table 4.3.1.E for property at [Tax Map 78 Parcel 43.01 off West 7th Street](#) zoned CD-4C (General Urban Corridor Character District).

Documents:

1. 24-0384_Plot Plan_09-16-2024
2. 24-0384_1998 Recorded Plat_09-16-2024
3. 24-0384_Application w Criteria Response_09-16-2024

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
September 12, 2024

CALL TO ORDER:

Chairman Jimmy Dugger called the September meeting of the Board of Zoning Appeals for the City of Columbia to order at 9:01 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
 Mr. George Vrailas

Absent was: Ms. Kristi Martin

Other attendees: Mr. Robert Archibald, Planner II
 Mr. Paul Keltner, Director of Development Services
 Mr. Kevin McCarthy, City Planner
 Mrs. Sandra Richardson, Recording Secretary
 Mrs. Melissa Sanders, Planner I

II. APPROVAL OF MINUTES:

The August minutes were presented for approval. Mr. Campbell moved to approve the minutes, with Mr. Ables seconding. The motion to approve the minutes passed three to zero, with Mr. Vrailas abstaining.

III. OLD BUSINESS:

There was no old business to discuss.

IV. NEW BUSINESS:

Case #24-0356

**Request from UrbanOrder/Tampa for a variance request concerning Table 4.3.1-I,
Private Landscaping and Fencing, at 811 Mayberry Springs Road.**

Staff Review:

Mr. Robert Archibald, Planner II, gave the details of the staff report. This came for a building compliance review. While reviewing the documentation submitted by the

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applicant during the building permit process he observed that the proposal was asking for the description of the variance. An 8-foot high chain link fence with bob wire creating an overall height being proposed at the front of the site. He discussed Zoning Ordinance 4400 requirements. The maximum allowance is 6 foot, and they are asking for the variance to allow a 2-foot increase to the fence. Barb wire is not allowed to the frontage. Staff declines to make a recommendation.

Discussion and Motion:

Mr. Vincent Hoover, the developer, was present to answer questions. Mr. Vrailas stated that it is a unique request. How does it fit into how the Commission is to look at the request. There is nothing in the codes for that, and you make exceptions. Mr. Archibald stated correct. The standards that the Commission is to apply as a board comes straight from the ordinance which is section 8.5.16.L. The variance requirements that you are all very familiar with. The Board is to see if the applicant meets any of the standards. Staff cannot support it, as it is of the applicant's doing it has nothing to do with the topography of the lot. It is a condition created by the applicant. There is a building situated close to the dead end, the area in question is surrounded by industrial uses. It is zoned Industrial; however, it does not meet the standards. Mr. Vrailas stated that they are asking for three variances the front, the height, and the barb wire. Mr. Archibald stated that is correct. The things that is outside our ordinance for this particular request is the barb wire, the height and the frontage. Mr. Hoover stated that the tenant is a Department of the Treasury, and the purpose for this is security purposes for their vehicles. They would like to see them not being looked at, and that is the reason for the request. Mr. Dugger inquired about a Federal request versus a local request. Mr. Archibald stated that he couldn't speak to Federal Regulations. His review is based on the applicant's submittal. The applicant alluded to standards, but never supplied any documentation. The discussion included leasing, ownership, and usage. Mr. Ables asked if the six foot would come into compliance. Mr. Archibald stated at the sides and the rear, yes. Mr. Ables asked with the bob wire. Mr. Archibald stated it is only allowed at the sides and the rear, as the chain link. Mr. Hoover stated that it is not important to cover the front side of the building because it is just lawn. It is critical to keep the area in the back secure where the vehicles drive in and out. The adjacent property has chain link and bob wire, but it is six foot. Mr. Dugger inquired about it being a deadend road. Mr. Hoover stated that it is. Mr. Dugger asked the difference between the 6-10 feet. Mr. Keltner stated two-foot bob wire, and two-foot chain link fence. Mr. Vrailas asked if this property on the corner of Oakwood Parkway requested this, which would be road frontage to Oakwood Parkway with a fence like that, and if it was met with a six-foot variance allowed variance or allowed code would staff have a problem with that. Mr. Archibald asked that the question be restated. Mr. Vrailas stated the lot that is on the corner of Oakland Parkway, and Mayberry if they wanted a bob

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wire fence along Oakland Parkway would that be allowed. Mr. Archibald stated no, not by the code. Mr. Campbell asked are we saying that a six foot with a bob wire will suffice your usage. Mr. Hoover stated that on the height of the vehicles that they want them to be hidden. That's the reasoning for security purposes. Mr. Campbell asked are you asking for eight foot. Mr. Hoover stated as opposed to six foot. Mr. Campbell stated the bob wire on top of eight foot. Mr. Hoover stated that is correct. Mr. Archibald stated which creates the overall ten-foot elevation. Mr. Vralias stated that bob wire doesn't hide anything. Mr. Archibald stated that is correct. Mr. Vralias stated so they are trying to hide their vehicles, what does the bob wire have to do with it. Mr. Campbell stated it is for safety. Mr. Vralias stated, but their intent is for hiding the vehicles. Mr. Campbell stated yes, but his thinking is when you are talking about commercial property the safety when you are trying to keep kids from getting into your equipment and get hurt. You are talking about keeping your product safe. Mr. Vralias stated that he understands all that, but that is just not what the request is for. Mr. Keltner asked Mr. Archibald for clarification the fence is shown beside the building as far as the location. Mr. Archibald stated yes. Mr. Keltner asked if it moved back twenty feet would it be in compliance. Mr. Archibald stated that it still exceeds the six foot. Mr. Archibald discussed the requirements. Mr. Archibald stated if they were to move back twenty foot and reduce it down to six foot including the addition of the bob wire then that would comply. Mr. Dugger asked if that would accomplish the goal. Mr. Hoover stated that the fencing is set back over twenty-five feet from the front of the building. Mr. Archibald stated from the submittal that was submitted to him, it actually comes out to the corner of the driveway side. Additional discussion included the overall height ten foot, the six foot is allowed, they are asking for ten foot, it is a term of the lease, the design was discussed a couple of times with the designer, and how they can make it work. Mr. Vralias stated that there are many ways that they can make it work. They can do an electric fence, they can have security, there is a lot of things that they can do. They want the fence because they are trying to conceal what's behind the fence. His concern is you are almost Doubling the allowed variance plus the front will the Commission be able to say no to anyone else who does this. Mr. Dugger asked Mr. Keltner if he wanted to respond. Mr. Keltner stated that the Commission would need to craft the motion to be specific to the site for that. Variances are done by specifics, but to your point it does invite the same request again. He stated that it does look like it will look like a wall there eight foot tall. Further discussion they are asking for full security black out, and the height. Mr. Hoover discussed security personnel at the gate, going to eight feet, eliminating the bob wire on the front, down the back and side that would be allowed, being able to put the bob wire in, and would that be an alternative. Mr. Dugger asked for staff comments. Mr. Archibald stated for clarification bob wire on the entry level only at the gate only. He asked are you also proposing to start the non-driveway side at the rear corner of the building. Mr. Hoover stated they would need to come to the rear corner instead of the front corner. They don't have to fence all the way to the front corner so it will be less

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intrusive. Mr. Archibald stated that it still exceeds the six-foot requirements for the height of the fence. It is a lesser variance, but it still exceeds the height allowed. Additional discussion included it is a tradeoff, maximum height, above the regulated height, taking away the bob wire in the front, the changes behind the building and the site, not seeing it on the submittal, crafting the motion with the adjustment, make the motion very detailed, and front modification. Mr. Ables asked if the variance that we are asking for on reducing it to eight foot without the bob wire it come all the way out to the front of the building. Mr. Hoover stated No it is setback. Mr. Ables stated so the variance on the front is setback twenty foot from the front of the building. Mr. Ables move that the variance on the front with the setback of twenty to twenty-five feet from the front of the building be limited to a total of eight foot in height, and coming down the sides, and to the rear the requested variance of the eight foot to include the bob wire. Eight foot plus the two foot except in the front. The front is only eight foot with no bob wire. The taller portion of fence at the rear corner of the building which will be toward the east rear corner around the back. Mr. Campbell second the motion. The motion to approve passed four to zero.

Case #23-0332

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.

Staff Review:

Mr. Kevin McCarthy, City Planner, gave the details of the staff report. They are requesting more time through June 2025. They have the approvals from Maury County. Staff recommends approval.

Discussion and Motion:

Mr. Robert Grant, Attorney, was present to answer questions. Discussion included the property location, temporary site, and permanent site in the county. Mr. Grant gave a quick summary. This request meets the requirement of the Ordinance, but it doesn't meet the deadline. They are here today to ask for a little more time. Mr. Vrailas asked if he had gone thru the County to get his site approved. Mr. Grant responded, not yet, it has not been reviewed and approved yet. Mr. Vrailas asked if the neighbors have been contacted to see if there is any push back. Mr. Grant stated no all that will go out when the application is filed in November. He discussed the new site. Mr. Campbell moved to approve with Mr. Vrailas seconding. The motion to approve passed four to zero. Mr. McCarthy asked Mr. Campbell if the motion was to approve subject to the conditions. Mr. Campbell stated yes.

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Case #24-0352

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).

Staff Review:

Mr. Kevin McCarthy, gave the details of the staff report. Mr. McCarthy stated that the question in front of you is about the subject property. It does have implications for our enforcements for other situated properties, but the question in front of you is limited to the property of the subject.

Discussion and Motion:

Attorney Bruce Peden, applicant, was present to answer questions. He stated that he represents the items on both three and four. He stated that he has discussed with Mr. McCarthy the possibility of deferring these two items. Mr. Peden gave the background discussing the letter that was sent out. He stated that he is asking to defer until next month, and he will be back in November to asked for another deferral until the scheduled meeting on the issue. Mr. McCarthy discussed the request for deferral. Staff will be happy for the deferral until there is direction from Planning Commission and City Council. Mr. Keltner received legal advice and we are able to defer month to month. Mr. Campbell moved to defer until next month, and Mr. Ables seconded. The motion to defer passed four to zero. Mr. Keltner discussed the process, and he stated that Mr. Tisher stated that month to month deferral is legal as long as the applicant is requesting it.

Case #24-0351

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).

Staff Review:

Mr. Keltner asked Mr. Peden if he was requesting to defer this item. He stated that these two requests ought to be joined. Mr. Keltner explained that Mr. Tisher asked that these two items be looked at separately.

Discussion and Motion:

Mr. Campbell moved to defer this item, and Mr. Ables seconded the motion. The motion to defer passed four to zero.

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V. OTHER BUSINESS:

Mr. McCarthy stated that the meeting scheduled for September 24th will be a joint education session with the County. It will be in two 2-hour sessions.
Mr. Dugger inquired about the Power of Ten. Mr. Ables stated that he is registered.

V1. ADJOURNMENT:

Mr. Ables moved to adjourn with Mr. Campbell seconding. The motion to adjourn passed four to zero. The meeting adjourned at 9:54 a.m.

Board of Zoning Appeals, Chairman
Jimmy Dugger

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.

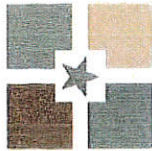
Alternative Motions:

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.

2128831	200 Stewart Street	58	132	\$27,997.10	-\$2,406.48	\$25,590.62	View
Date	Reservation ID	Guest name	Nights	Gross booking amount	Deductions	Payout	
2022-06-21	HA0BRH71	Ruth Loveless	9	\$2,088.00	-\$179.41	\$1,908.59	
2022-06-20	HA4HMGCG	Ruth Loveless	1	\$124.00	-\$10.65	\$113.35	
2022-06-19	HA4CJNWL	Kristen Anton	1	\$214.00	-\$18.38	\$195.62	
2022-06-11	HA4MYFX1	Laura Hinson	2	\$428.00	-\$36.77	\$391.23	
2022-06-03	HA4B94ZZ	Lisa Hoke	3	\$642.00	-\$55.16	\$586.84	
2022-05-29	HA4S869ZN	Morgan Earle	2	\$428.00	-\$36.77	\$391.23	
2022-05-28	HA4B5T8ZG	John Thomas	1	\$214.00	-\$18.38	\$195.62	
2022-05-21	HA4YFY6ZB	Michael Iles	2	\$464.00	-\$39.86	\$424.14	
2022-05-14	HA4V97B3	Kalin Breakley	3	\$642.00	-\$55.16	\$586.84	
2022-05-08	HA4OWB87C	Ryan Carter	1	\$214.00	-\$18.38	\$195.62	
2022-04-30	HA4GM775V	Anna Zoumaras	2	\$428.00	-\$36.77	\$391.23	
2022-04-24	HA4NWBVX9	Jennifer Dugan	1	\$232.00	-\$19.93	\$212.07	
2022-04-22	HA4KOR9N4	Leslie Reed	1	\$232.00	-\$19.93	\$212.07	
2022-04-16	HA4NDK6P	Jon Giese	1	\$232.00	-\$19.93	\$212.07	
2022-04-09	HA493V76W	Ken Downey	3	\$696.00	-\$59.80	\$636.20	
2022-04-02	HA4HFFQ38	Lauren Mitchell	2	\$428.00	-\$36.77	\$391.23	
2022-03-29	HA4W37X5H	Zach Anderson	1	\$214.00	-\$18.38	\$195.62	
2022-03-27	HA4KP3N3F	Stacy Saffell	1	\$214.00	-\$18.38	\$195.62	
2022-03-24	HA4G9917B	Stacy Saffell	1	\$214.00	-\$18.38	\$195.62	Feedback



Dashboard	2022-03-26	HA-80N3AP	Allisia Lingaur	1	\$232.00	-\$19.93	\$212.07
	2022-03-25	HA-7VCT08	Robert Alkman	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-XKLBV3	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 Alkman	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
	2021-11-13	HA-RDZPVQ	Robert Williams	2	\$428.00	-\$36.77	\$391.23
Terms and Conditions	2021-10-30	HA-NZZ8XB	Wendi Griffith	1	\$214.00	-\$18.38	\$195.62
Privacy Policy	2021-10-23	HA-YZ3ZVR	Norah Viehman	4	\$856.00	-\$73.55	\$782.45
© 2024 Wibo. 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-YFVRCF	\$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-9QMYYP	\$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:
	300 3RD AVE		0900	D	028.00	SI:
	COLUMBIA TN 38401					000

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
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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

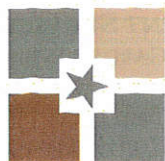
Improvement Type:
01 - SINGLE FAMILY
Exterior Wall:
11 - COMMON BRICK
Heat and AC:
7 - HEAT AND COOLING SPLIT
Quality:
1+ - AVERAGE +
Square Feet of Living Area:
672
Foundation:
02 - CONTINUOUS FOOTING
Roof Framing:
02 - GABLE/HIP
Cabinet/Millwork:
03 - AVERAGE
Interior Finish:
07 - DRYWALL
Bath Tiles:
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.

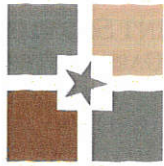
You may appeal the violation by contacting this office at 931-560-1560 within ten (10) days of the receipt of this notice. Abatement cost will be assessed for the above violation(s) by the incurred cost to the community to remedy the violation plus any administrative fees. An estimated cost of abatement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

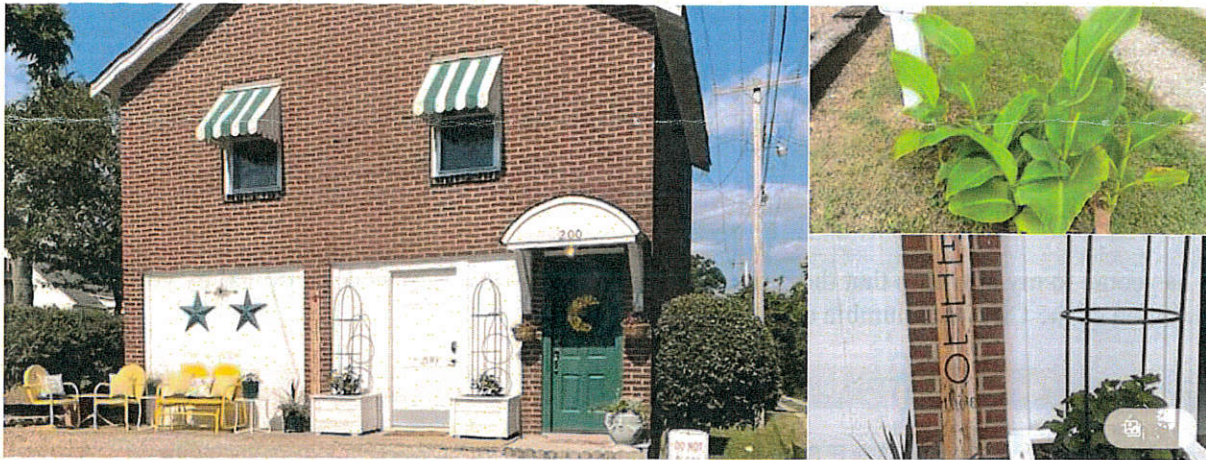
COLUMBIA, TN 38401

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



CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
STAFF REPORT

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.

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Angie Haywood

9-28 10-28
2021 2021

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Will Can
10/28/21

PLEASE REMEMBER: WE HAVE PROVIDED NON-SLIP MATS IN THE BATH AND KITCHEN TO PREVENT SLIPS AND FALLS. PLEASE BE CAREFUL. OTHER NON-SLIP MATS ARE PROVIDED FOR YOUR USE ALSO.

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to
6.27
2021

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Bxc English 7/12-19 2021

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 Ray Venmo July 7, 2021

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Blake Lowell 8/13/24

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7/31/21


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

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

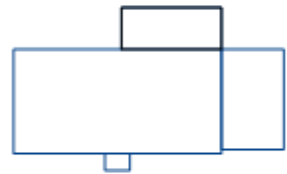
Land Information

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

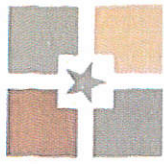


Stories:	
1.00	
Actual Year Built:	
1970	
Plumbing Fixtures:	
5	
Condition:	
AV - AVERAGE	
Floor System:	
04 - WOOD W/ SUB FLOOR	
Roof Cover/Deck:	
03 - COMPOSITION SHINGLE	
Floor Finish:	
10 - HARDWOOD-TERR-TILE	
Paint/Decor:	
03 - AVERAGE	
Electrical:	
03 - AVERAGE	
Structural Frame:	
00 - NONE	

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		-	-



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

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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.

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.

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Angie Haywood

9-28 10-28
2021 2021

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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 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
process the extra \$99 for the temporary insurance.

Yogee J 6:25
to
6:27
2021

(If not being done via email, please sign and return this.)

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Bre English 7/12-19 2021

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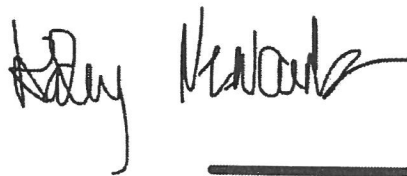
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 Ray Venmo July 9, 2021

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Blake Lovell 8/13/24

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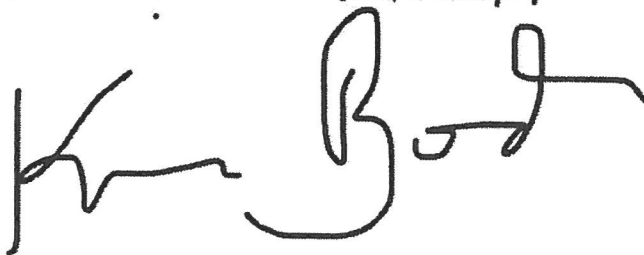
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Upon written or electronic return and or endorsement, guest(s) agree that they have read and understood this agreement. The guest(s) accepts all terms, conditions, and restrictions without exception.

(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.

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.

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.

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

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

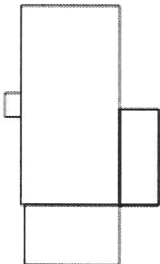
Long Sale Information list on subsequent pages

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/Milwork:
03 - AVERAGE
Interior Finish:
10 - PANEL-PLAST-DRYWALL
Bath Tiles:
04 - FLOOR-1/2 WALL
Shape:
01 - RECTANGLE
Building Sketch

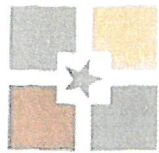


Stories: 1.00
Actual Year Built: 1970
Plumbing Fixtures: 5
Condition:
AV - AVERAGE
Floor System:
04 - WOOD W/ SUB FLOOR
Roof Cover/Deck:
03 - COMPOSITION SHINGLE
Floor Finish:
10 - HARDWOOD-TERR-TILE
Paint/Decor:
03 - AVERAGE
Electrical:
03 - AVERAGE
Structural Frame:
00 - NONE

Building Areas	Square Feet
Areas	
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	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
LOT & BUILDING SITE PRINCIPAL USE		

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



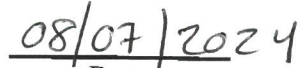
DATE

Sunset Properties LLC

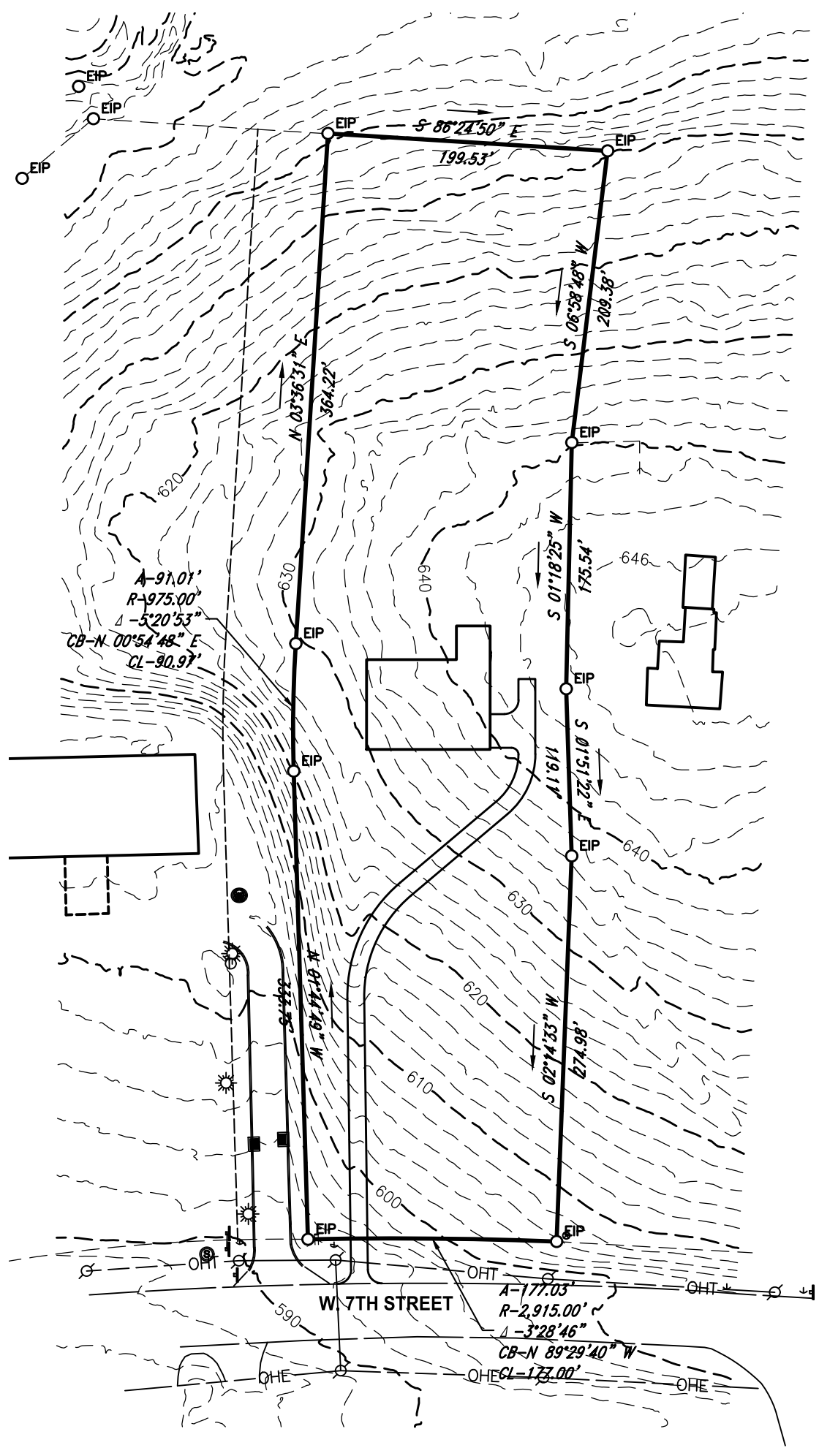
PROPERTY OWNER NAME



PROPERTY OWNER SIGNATURE



DATE



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

LEGEND

	EXISTING	PROPOSED
WATER MAIN		
SANITARY SEWER		
STORM SEWER		
OVERHEAD		
DRAINAGE DITCH		
STREET SIGN		
LIGHT POLE		
UTILITY POLE		
STANDARD DUTY ASPHALT PAVEMENT		
HEAVY DUTY ASPHALT PAVEMENT		
CONCRETE PAVEMENT		
STORM STRUCTURE LABEL		

©2024

SETH HOWELL
RESIDENCE

W. 7th Street
Maury County, COLUMBIA, TENNESSEE 38401



CIVIL ENGINEERS & LAND SURVEYORS
2486 NASHVILLE HIGHWAY
COLUMBIA, TN 38401
PHONE: (931) 388-2329
www.wesengineers.com

BOARD OF ZONING APPEALS APPLICATION <i>COLUMBIA, TENNESSEE</i>					
LOT ADDRESS: 0 W. 7th St. Columbia, TN 38401					
ZONING: CD-4C			LOT ACREAGE: 3.432 acres		
LAND USE: Residential			BUILDING SQUARE FOOTAGE: Estimated 6,000 sqft		
ESTABLISHED/EXISTING SETBACKS (DISTANCE BETWEEN BUILDINGS AND PROPERTY LINES): FRONT: <u>40</u> ft. max SIDE: <u>0</u> ft. min REAR: <u>3</u> ft. min					
OTHER INFORMATION: Requesting to build one single family residence beyond the maximum front setback line. Also, requesting to building width to be less than 60% of property frontage width.					

VARIANCE PERMIT REQUEST

<i>EXCEPTIONAL HARDSHIP VARIANCE REQUEST</i>		
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 Zoning Ordinance 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>): Requesting a 350' setback. Zone CD-4C Requires a 40' Maximum Setback.
OTHER VARIANCE REQUEST	ZONING ORDINANCE SECTION: Article 4 Section 4.3.2 & Table 4.3.1 Lot Occupation (Page 88) REASON FOR REQUEST: Frontage Build Out 60% min. A residence would require a minimum size home width of 106.3' (Front Property Width is 177.18') We would like to build an 88' wide home.	

APPLICANT

NAME	Matthew Seth Howell	PHONE	615-427-8424
ADDRESS	2728 Morrow Ln.	EMAIL	sethh@howellbuild.com

Columbia, TN 38401

PROPERTY OWNER

NAME	Howell Building Group, LLC	PHONE	615-427-8424
ADDRESS	2620 Leah Dr.	EMAIL	sethh@howellbuild.com

Columbia, TN 38401

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.

Matthew Seth Howell
APPLICANT NAME


APPLICANT SIGNATURE

8/23/24
DATE

Howell Building Group, LLC
PROPERTY OWNER NAME

 - owner
PROPERTY OWNER SIGNATURE

8/23/24
DATE

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.

Zone CD-4C has a maximum front setback requirement of 40'. As shown on the plot plan the contours of the property slope steeply from front to back. This creates an exceptional topographic condition with trying to place a building within the front 40' of the property. We would like to place one single family home at the top of the hill where the slope changes from right to left. We would plan to cut approximately 2-3' of the right side to level the building envelope, creating a more practical site building site.

2. That the variance is the minimum variance that will relieve such difficulties or hardship and thereby make possible the reasonable use of the land, building, or structure.

Building into the front 40' would push the building into the steep front to back slope. The grade continues to rise beyond the rear of the building creating a difficult situation to keep the front of the building at an accessible level, as well as controlling storm water draining around the building.

3. That the variance will not authorize activities in a zone district other than those permitted by this ordinance.

Zone CD-4C allows for residential construction. This request falls within the permitted uses.

4. That financial returns alone shall not be considered as a basis for granting a variance. This property has been undeveloped since it was recorded in 1998 as the slopes creates exceptional practical difficulties in buidling. Building within the front 40' causes an issue in keeping the front of a building at a reasonable height above grade, creating accessibilty issues.
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 granting of the variance is not detrimental to any of the listed reasons. It is consistent with other properties in the adjacent area with the same CD-4C zoning. It is harmonious with neighboring properties and any future improvements in the area it is located.
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. It will not impair supply of light or air. CD-4C zoning allows a density of 24 units per acre max, which would impact congestion of the streets. We are requesting to build one single family home on 3.432 acres, significantly below the allowable density. The proposed depth will also allow us to keep most of the heritage trees at the front of the property that can be seen while driving down W 7th St.
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. No changes have been made to this property since the effective date of this ordinance.

Other Variance Request
Article 4 Section 4.3.2

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
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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.

We are requesting to build a single family home with a width that is less than 60% minimum of the road front. Zone CD-4C Table 4.3.1 (pg.88) shows examples of buildings in this zone on 50' wide lots. This lot of record was approved in 1998 at 177.18' width, not considering the new zoning regulation. Building a home at greater than 60% minimum would create an extraordinary situation not fitting with the ideas of the zoning.

2. That the variance is the minimum variance that will relieve such difficulties or hardship and thereby make possible the reasonable use of the land, building, or structure.

Reducing the minimum building width variance would relieve the hardship on the current zoning requirement for this lot recorded before the zoning requirement existed.

3. That the variance will not authorize activities in a zone district other than those permitted by this ordinance.

It does not change the authorized activities permitted in the zone district.

4. That financial returns alone shall not be considered as a basis for granting a variance.

This variance request will keep with the harmony of the adjacent buildings and parcels in the same zoning district.

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 granting of the variance is not detrimental to any of the listed reasons.

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.

It will not impair supply of light or air. It will not impact congestion or dangers to 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.

No changes have been made to this property since the effective date of this ordinance.