



The Columbia Board of Zoning Appeals will meet on Thursday, November 14, 2024 at 9:00 AM in Council Chambers on the basement level of City Hall, 700 N. Garden Street, to consider the following:

I. Roll Call

II. Approval of Minutes

III. Old Business

1. 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

2. 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

IV. New Business

1. Request from Burchell Enterprises, LLC for setback variance in a CD-3 zone (Neighborhood Character District) at [1001 E. 9th Street, being Tax Map 99G Group A Parcel 11](#).

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
October 10, 2024

CALL TO ORDER:

Chairman Jimmy Dugger called the October 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 second floor Conference Room at the Police Department.

I.ROLL CALL:

Quorum present and included the following:

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

Absent was: Mr. George Vrailas

Other attendees: Mr. Robert Archibald, Planner II
 Mr. Austin Brass, Principal Planner
 Mr. Kevin McCarthy, City Planner
 Mrs. Sandra Richardson, Recording Secretary
 Mrs. Melissa Sanders, Planner I

II. APPROVAL OF MINUTES:

The September 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.

III. OLD BUSINESS:

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. Archibald gave the details of the staff report. Mr. Peden requested a deferral of this. He stated that he actually wanted it deferred until December or January, and the City is willing to do it a month at a time. These items are both short term rentals. Ms. Robinson is involved in both of these properties. The City staff is having a meeting in October on short term rentals, so he is asking that the Board defer both of these items until December 11th.

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Discussion and Motion:

Attorney Bruce Peden, applicant, was present to answer questions. Mr. Dugger asked if it was acceptable to defer the request until December. Mr. McCarthy stated no. The City Attorney advised that when an item is deferred it has to be on the next agenda. Mr. Peden can send him a request to defer in November. Mr. Dugger asked if he can send the request and not have to appear at the meeting. Mr. McCarthy stated yes, the only risk is if the Board says no, but he doesn't think that is likely to happen. Mr. Campbell moved to defer, and Mr. Ables second. The motion to defer passed four to zero, with Ms. Martin arriving at 9:04 a.m.

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:

Discussion and Motion:

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

Mr. McCarthy stated that the City Attorney would have been here today, but he had to be in a Civil Service Board meeting.

IV. NEW BUSINESS:

Case #24-0384

Request from Matthew S. 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).

Staff Review:

Mr. Robert Archibald, gave the details of the staff report. Staff has reviewed this variance request in relation to section 8.5.16.L and finds a hardship exists which prevents conformity with the Ordinance.

Discussion and Motion:

City of Columbia
BOARD OF ZONING APPEALS
October 10, 2024

Mr. Matthew Howell was present to answer questions. Ms. Martin asked if this request is in the Historic District. Mr. Archibald stated no. Ms. Martin stated that the resident east of there is a Historic District residence, but there would be no prevailing. There is no overlay for that it doesn't extend past the railroad tracks. Additional discussion included how far the property falls, the back diagram of the packet, site placement, minimum or maximum on the square footage, and creating a level building pattern. Mr. Campbell moved to approve, and Ms. Martin seconded the motion. The motion to approve passed four to zero.

V. OTHER BUSINESS:

Mr. Dugger commended Mr. McCarthy on his last educational presentation. Mr. McCarthy stated last week's session is worth four hours. Mr. Campbell stated that he also attended the Power of Ten. Ms. Martin asked if the meeting was recorded. Mr. McCarthy confirmed that it was.

Mr. Dugger inquired about the agenda item deferring process.

Mr. McCarthy gave the details.

Mr. Ables inquired about previous short term rentals, and Mr. McCarthy gave a brief response.

The forum will be October 23rd.

Mr. Dugger inquired about a quorum. Mr. McCarthy stated if there is no quorum there will not be a meeting, if there is a quorum the meeting will be held.

V1. ADJOURNMENT:

Mr. Campbell moved to adjourn with Mr. Ables seconding. The motion to adjourn passed four to zero. The meeting adjourned at 9:18 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.



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2128831	200 Stewart Street	58	132	\$27,997.10	-\$2,406.48	\$25,590.62
Date	Reservation ID	Guest name	Nights	Gross booking amount	Deductions	Payout
2022-06-21	HA-0BRH71	Ruth Lovelless	9	\$2,088.00	-\$179.41	\$1,908.59
2022-06-20	HA-HMGC6H	Ruth Lovelless	1	\$124.00	-\$10.65	\$113.35
2022-06-19	HA-CJNWHL	Kristen Anson	1	\$214.00	-\$18.38	\$195.62
2022-06-11	HA-DMYFX1	Laura Hinson	2	\$428.00	-\$36.77	\$391.23
2022-06-03	HA-B941Z2	Lisa Hoke	3	\$642.00	-\$55.16	\$586.84
2022-05-29	HA-58692N	Morgan Earle	2	\$428.00	-\$36.77	\$391.23
2022-05-28	HA-B5T8ZG	John Thomas	1	\$214.00	-\$18.38	\$195.62
2022-05-21	HA-YFY6ZB	Michael Iles	2	\$464.00	-\$39.86	\$424.14
2022-05-14	HA-VV97B3	Kalin Breakey	3	\$642.00	-\$55.16	\$586.84
2022-05-08	HA-OWBR7C	Ryan Carter	1	\$214.00	-\$18.38	\$195.62
2022-04-30	HA-GM775V	Anna Zoumaras	2	\$428.00	-\$36.77	\$391.23
2022-04-24	HA-NVBXY9	Jennifer Dugan	1	\$222.00	-\$19.93	\$212.07
2022-04-22	HA-K0R9PN	Leslie Reed	1	\$232.00	-\$19.93	\$212.07
2022-04-16	HA-NP2K6P	Jon Giese	1	\$232.00	-\$19.93	\$212.07
2022-04-09	HA-93V76W	Ken Downey	3	\$696.00	-\$59.80	\$636.20
2022-04-02	HA-HFFQ38	Lauren Mitchell	2	\$428.00	-\$36.77	\$391.23
2022-03-29	HA-W37X5H	Zach Anderson	1	\$214.00	-\$18.38	\$195.62
2022-03-27	HA-KP3N3F	stacy saffell	1	\$214.00	-\$18.38	\$195.62
2022-03-24	HA-0R131H		1	\$214.00	-\$18.38	\$195.62

Feedback

2022-03-26	HA-80N34P	Alyssa 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-SRYR6P	Zach Anderson	1	\$189.00	-\$17.62	\$171.38
2022-03-20	HA-TM73GF	Billy Pinshaw	1	\$214.00	-\$18.38	\$195.62
2022-03-19	HA-26Q01N	Alison McInabb	1	\$214.00	-\$18.38	\$195.62
2022-03-13	HA-VJJG72	Dawn Borofka	1	\$214.00	-\$18.38	\$195.62
2022-03-12	HA-MQ30R6	Phoebe Baker	1	\$214.00	-\$18.38	\$195.62
2022-03-05	HA-XKLBV3	Susan KELLY	2	\$428.00	-\$36.77	\$391.23
2022-02-27	HA-Z2GD66	Erica Neal	2	\$464.00	-\$39.86	\$424.14
2022-02-12	HA-IND57Z	Robert Alkman	2	\$464.00	-\$39.86	\$424.14
2022-01-21	HA-M8NNPR	Marlin Miller	3	\$642.00	-\$55.16	\$586.84
2022-01-16	HA-3LEV8S	Sherree Click	1	\$214.00	-\$18.38	\$195.62
2022-01-07	HA-7SZFR1	Penny Gersch	2	\$428.00	-\$36.77	\$391.23
2022-01-01	HA-3DCL64	Juliana F.	1	\$214.00	-\$18.38	\$195.62
2021-12-28	HA-XG8K2	-	4	\$856.00	-\$73.55	\$782.45
2021-12-24	HA-X11641	Alyssa A	4	\$682.00	-\$58.36	\$623.64
2021-12-11	HA-R02BYP	Stephanie Yant	6	\$1,467.00	-\$126.05	\$1,340.95
2021-11-30	HA-16P0u9	Mary Davis	2	\$464.00	-\$39.86	\$424.14
2021-11-20	HA-7936ZD	Cindy Reed	2	\$428.00	-\$36.77	\$391.23
2021-11-13	HA-RDZPVQ	Robert Williams	2	\$428.00	-\$36.77	\$391.23
2021-10-30	HA-NZZ8XB	Wendi Griffith	1	\$214.00	-\$18.38	\$195.62
2021-10-23	HA-YZ3YVR	Norrah Viehman	4	\$856.00	-\$73.55	\$782.45
2021-10-13	HA-YNG5K4	Gillian Melquist	7	\$1,498.00	-\$128.71	\$1,369.29
						\$1.3 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.

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Start
1/1/2020

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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:	SI:
	300 3RD AVE		0900	D	028.00		000
	COLUMBIA TN 38401						

Value Information

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

Additional Information**General Information**

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

Outbuildings & Yard Items

Building #	Type	Description	Units
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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

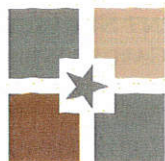
Improvement Type:
01 - SINGLE FAMILY
Exterior Wall:
11 - COMMON BRICK
Heat and AC:
7 - HEAT AND COOLING SPLIT
Quality:
1+ - AVERAGE +
Square Feet of Living Area:
672
Foundation:
02 - CONTINUOUS FOOTING
Roof Framing:
02 - GABLE/HIP
Cabinet/Millwork:
03 - AVERAGE
Interior Finish:
07 - DRYWALL
Bath Tiles: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

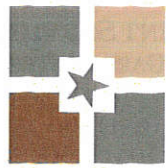
You may appeal the violation by contacting this office at 931-560-1560 within ten (10) days of the receipt of this notice. Abatement cost will be assessed for the above violation(s) by the incurred cost to the community to remedy the violation plus any administrative fees. An estimated cost of abatement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

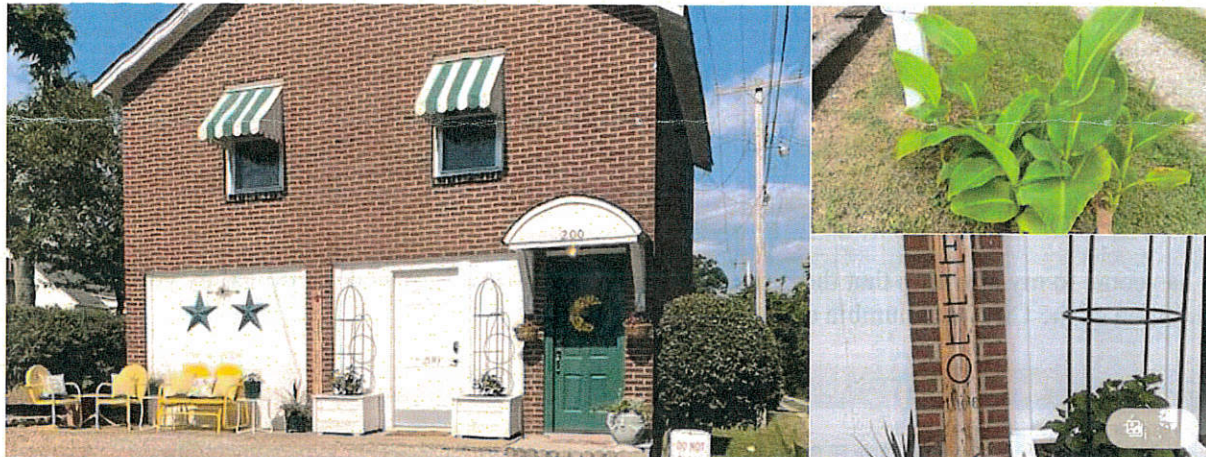
COLUMBIA, TN 38401

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

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

Angie Haywood

9-28 10-28
2021 2021

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

Will Can
10/28/21

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

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Gage J 6.25
to
6.27
2021

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Bxc English 7/12-19 2021

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 Ray Venmo July 7, 2021

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Blake Lowell 8/13/24

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Heather
Lowe 9-11-21

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

Value Information

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

Subdivision Data

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

Additional Information

General Information

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

Outbuildings & Yard Items

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

Sale Information

Long Sale Information list on subsequent pages

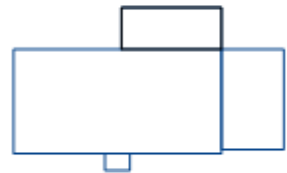
Land Information

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

Residential Building #: 1

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

Building Sketch



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

Building Areas

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

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

July 26, 2024

Sunset Properties LLC
1011 S Main St
Columbia, TN 38401

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

Dear Property Owner:

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

Code Section	Description and Method of Correction	Comply By
ZO 4400 4.3.9.E.6.ah STR Limited Use Standards	4.3.9.E.6.ah lists limited use standards for STRs where they are permitted. Specifically, the unit must be owner-occupied and registered with the City.	<u>8/9/2024</u>
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.	<u>8/9/2024</u>

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

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

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

Melissa Sanders
Planner I

Something Good Around Every Corner

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



CITY OF
COLUMBIA
TENNESSEE

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

(931) 560-1560

Site Location: 623 Crestland Dr



Entire home

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

Exceptional

Something Good Around Every Corner

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

BEFORE THE CITY OF COLUMBIA BOARD OF ZONING APPEALS

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

APPEAL OF ADMINISTRATIVE DECISION

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

Zoning Ordinance Provisions

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

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

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

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

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

At page 478 the current zoning ordinance provides:

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

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

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

At page 521 the current zoning ordinance defines a STR:

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

Evidence of STR Use Before July 2022

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

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

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

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

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

Angie Haywood

9-28 10-28
2021 2021

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By signing this agreement, guest(s) agree that they have read and understand the terms, conditions, and restrictions without return and or endorsement, guest(s) agree that they have read and understand the terms, conditions, and restrictions without

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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 LEAVING THE PROPERTY. WE PROVIDE CARPETS AND RUGS TO PREVENT SLIPS AND FALLS BUT PLEASE BE CAREFUL. OTHER NON-SLIP MATS ARE PROVIDED FOR YOUR USE ALSO.

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Yogee J 6:25
to
6:27
2021

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Bre English 7/12-19 2021

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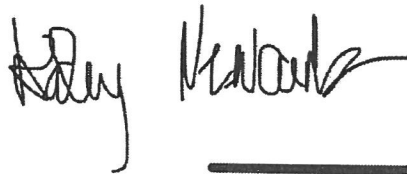
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 Ray Venmo July 9, 2021

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Blake Lovell 8/13/24

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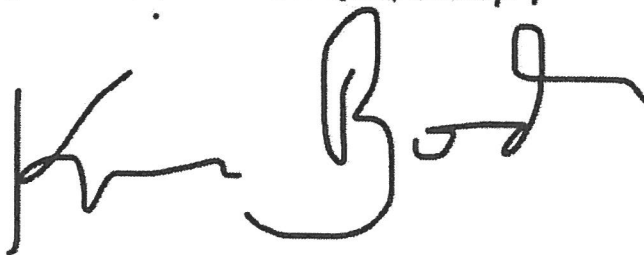
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7/31/17


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Heather
Zover
9-11-21

Maury (060)

Tax Year 2024 | Reappraisal 2022

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

Current Owner

CRESTLAND DR 623

Cit Map: 075M Group: B Parcel: 005.00 Pl: SI: 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: 32
Lot: 32

Additional Information

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

Outbuildings & Yard Items

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

Sale Information

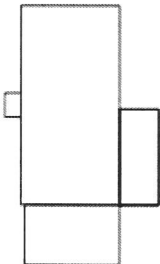
Long Sale Information list on subsequent pages

Land Information

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

Residential Building #: 1

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



Stories:

1.00

Actual Year Built:

1970

Plumbing Fixtures:

5

Condition:

AV - AVERAGE

Floor System:

04 - WOOD W/ SUB FLOOR

Roof Cover/Deck:

03 - COMPOSITION SHINGLE

Floor Finish:

10 - HARDWOOD-TERR-TILE

Paint/Decor:

03 - AVERAGE

Electrical:

03 - AVERAGE

Structural Frame:

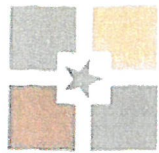
00 - NONE

Building Areas

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

Sale Information

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



CITY OF
COLUMBIA
TENNESSEE

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

July 26, 2024

Sunset Properties LLC
1011 S Main St
Columbia, TN 38401

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

Dear Property Owner:

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

Code Section	Description and Method of Correction	Comply By
ZO 4400 4.3.9.E.6.ah STR Limited Use Standards	4.3.9 E.6.ah lists limited use standards for STRs where they are permitted. Specifically, the unit must be owner-occupied and registered with the City.	8/9/2024
ZO 4400 TABLE 4.3.9.A-1	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
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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



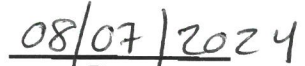
DATE

Sunset Properties LLC

PROPERTY OWNER NAME



PROPERTY OWNER SIGNATURE



DATE

CONTACT INFORMATION

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

DOCKET/CASE/APPLICATION NUMBER

24-0439

APPLICANT/ PROPERTY OWNER

Burchell Enterprises, LLC

PUBLIC HEARING DATE

November 14, 2024

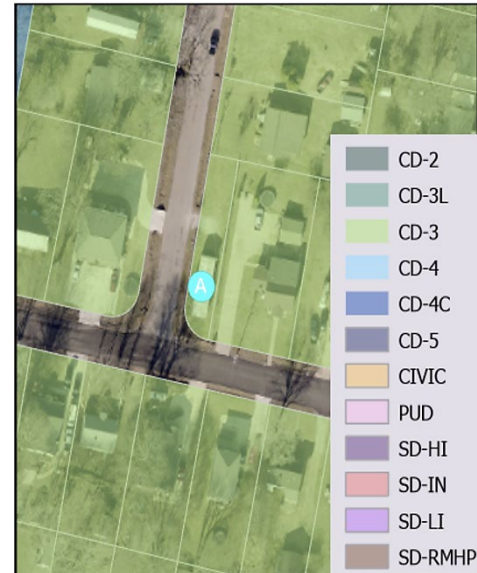
PROPERTY ADDRESS/LOCATION

1001 E 9th Street

REQUEST: Variance request from requirements for Lot Occupation regarding Single-family construction.

The applicant requests a variance from the strict application of the City of Columbia Zoning Ordinance. Particularly, **Article 4, Table §4.3.1C** of the Zoning Ordinance requiring a minimum Front Yard Setback of 25 feet and a minimum Side Yard Setback of 8 feet.

Specifically, the applicant is requesting variances that would allow construction of a single-family dwelling at 1001 E 9th Street with a 20-foot Front Setback and a 7.5-foot Side Setback for right side of yard. The variances requested would reduce the Front Yard Setback by 5-feet and the Side Yard Setback by 1/2-foot.



Existing Zoning	Existing Land Use	Surrounding Zoning/Land Use	Site Improvements	Lot Size:
CD-3	Single-wide Mobile Home	CD-3	Single-family construction	.13+/- acres

DEVELOPMENT STATUS:

- The Zoning Ordinance permits Single-family structures in a CD-3 Zoning District, subject to the meeting the applicable standards outlined in Article 4, Table 4.3.1C.
- The applicant seeks to construct a two-story Single-family home on a site that currently has a manufactured home on the property to be removed prior to new construction.
- Strict application of the zoning standards would require the applicant construct the home with a minimum 25-foot setback at the front and a minimum of 8-foot setback on both sides of the lot.
- The variances requested, if approved, would allow construction of a two-story single-family home on site with a 20-foot front setback and a 7.5-foot side yard setback on the east side of the lot.

REVIEW & ASSESSMENT:

8.5.16. L VARIANCE REQUIREMENTS

1. Standards:

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

- a. That by reason of exceptional narrowness, shallowness, or shape of a particular piece of property at the time of enactment of this Ordinance, or by reason of exceptional topographic conditions or other exceptional and extraordinary situation or condition of such piece of property, the strict application of any regulation contained within this Ordinance would result in peculiar and exceptional practical difficulties to or exceptional or undue hardship upon the owner of such property.
 - b. That the Variance is the minimum Variance necessary so as to relieve such difficulties or hardship and thereby make possible the reasonable use of the land, Building, or Structure.
 - c. That the Variance will not authorize uses or activities in the applicable District other than those permitted by this Ordinance.
 - d. That financial returns alone shall not be considered as a basis for granting a Variance.
 - e. That the granting of the Variance will not be substantially detrimental to the public good or substantially injurious to other property or improvements in the area in which the subject property is located, and will not substantially impair the intent and purpose of the general provisions of the City's zone plan and this Ordinance.
 - f. That the proposed Variance will not impair an adequate supply of light and air to the adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety.
 - g. That the alleged difficulty or hardship has not been caused or created by the act or omission of the applicant or any person having an interest in the property
2. Notwithstanding anything to the contrary contained or implied in Section 8.5.16.L.1, **none of the following shall be deemed or considered to be, or be considered in making a determination whether strict compliance with this Ordinance presents, a peculiar and exceptional practical difficulty** to or exceptional or undue hardship upon the owner of property:
- a. Pecuniary considerations
 - b. Aesthetic considerations
 - c. Historic Preservation
 - d. Public good
 - e. Over-compliance with other provisions of this Ordinance
 - f. Personal Situations



CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
STAFF REPORT

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

all questions of fact that may be involved in any appeal, cause, hearing or proceeding under this Ordinance shall be final and subject to review only for illegality or want of jurisdiction.

STAFF ANALYSIS:

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

A hardship exists which prevents conformity with the Ordinance.

- The subject site is a narrow but deep lot measuring approx. 30'x150' feet. The current structure is a pre-1970 manufactured single-wide measuring 14'x52', which is in a state of disrepair.

The requested variances **are the minimum variances** that will relieve the hardship and make possible the reasonable use of the land.

- The nonconformity that would be created by constructing a new home of the size proposed by the applicant is minor.

That the alleged difficulty or hardship **has not been caused or created by the act or omission of the applicant** or any person having an interest in the property.

The existing lot of record is unique to the surrounding adjacent properties as to lot configuration and size. Due to the uniqueness and narrowness of this particular site, new construction would be impossible without approval of the requested variances.

PUBLIC NOTICE

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

RECOMMENDATION:

APPROVE

Recommended Motion [Approve]:

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

Alternative Motions:

Motion [Deny]:

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

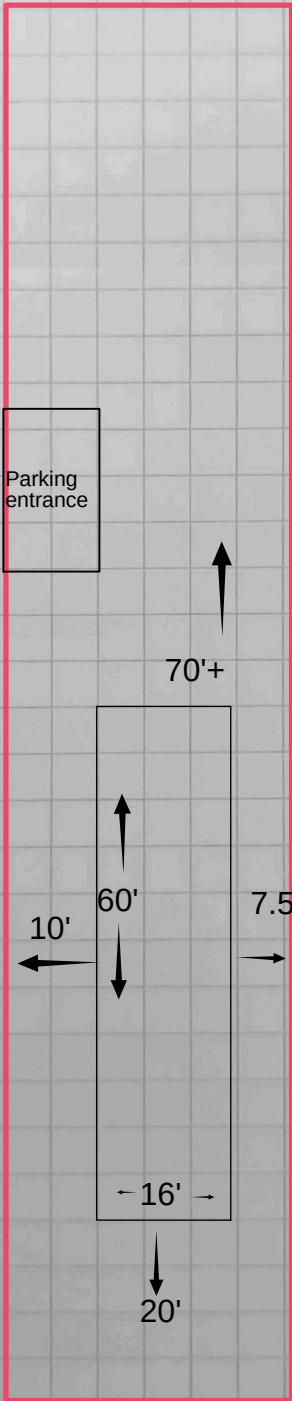
Alternative Motion [Approve Subject to Conditions]:

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

Alternative Motion [Defer]:

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

1001 E 9th Street - Proposed Property Layout



- Requesting an additional 2' on the left side setback. This will allow us to build a product 16' wide which will allow for a better layout & more structural integrity due to it being 2 story.
- New building requested size is 16x60' deep.

1001 E 9th Street - Current Property Layout/Condition



- Property is 30' Wide by 150' Deep

- Trailer is 14' wide by 52' Deep

- Existing parking entrance Culvert is ~ 20' off of the rear of the trailer is 15-18' wide.



1001 East 9th Street
Tax Map 99G Group A Parcel 11

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



Noah Burchell
Burchell Properties, LLC
1159 Trotwood Ave - Columbia, TN Suite E
931 540 8881

In further explanation of the hardship @ 1001 E 9th, please consider the following explanation.

The trailer currently in place at 1001 E 9th is a 70's era/model trailer. Due to the trailer's age, it has gotten to the point that the trailer either needs a massive remodel or to be torn down. We cannot remodel it to the extent it needs because it will exceed 50% of the value, which would then trigger a NEWC permit.

We cannot tear it down as it is currently non-conforming (setbacks) and a NEWC product cannot fit in the setbacks either. At 30' lot width & it being on a corner lot, there is ~ 2' of buildable width to work with, which is not feasible to build anything.

Respectfully,

Noah Burchell / Burchell Properties, LLC



BOARD OF ZONING
VARIANCE APPLICATION AND CHECKLIST
SUBMITTAL REQUIREMENTS

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

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

BOARD OF ZONING APPEALS APPLICATION COLUMBIA, TENNESSEE					
LOT ADDRESS: 1001 E 9th Street Columbia, TN					
ZONING: CD-3			LOT ACREAGE: .13		
LAND USE: SF - Residential			BUILDING SQUARE FOOTAGE: 728		
ESTABLISHED/EXISTING SETBACKS (DISTANCE BETWEEN BUILDINGS AND PROPERTY LINES): FRONT: <u>19-20</u> ft. SIDE: <u>7.5 & 12</u> ft. REAR: <u>80</u> ft.					
OTHER INFORMATION:					

VARIANCE PERMIT REQUEST

EXCEPTIONAL HARDSHIP VARIANCE REQUEST		
1. If requesting a Setback Variance, indicate below which yard the setback variance is located within and provide an exact measure of the distance of the new setback in feet. See Plot Plan 2. If requesting a Variance of any other provision of the <i>Zoning Ordinance</i>, provide a detailed explanation below in "Other Variance Request." Please note that the <i>Zoning Ordinance</i> does not allow variances from certain standards listed at § 8.5.16.D.3.		
SETBACK VARIANCE <i>Check applicable yard</i>	☒ FRONT YARD ☒ SIDE YARD ☐ REAR YARD	REQUESTED SETBACK (ft): 20' front setback 7.5' right side setback 10' left side setback
OTHER VARIANCE REQUEST	ZONING ORDINANCE SECTION:	
	REASON FOR REQUEST:	

APPLICANT

NAME	Burchell Enterprises, LLC	PHONE	931 698 1634
ADDRESS	1159 Trotwood Ave - Suite E	EMAIL	noahburchell10@gmail.com

PROPERTY OWNER

NAME	Same as applicant	PHONE	
ADDRESS		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.

Aubrey Todd Burchell

APPLICANT NAME

A.T. Burchell

APPLICANT SIGNATURE

9/26/24

DATE

Aubrey Todd Burchell

PROPERTY OWNER NAME

A.T. Burchell

PROPERTY OWNER SIGNATURE

9/26/24

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.
- The lot is 30x150. The trailer currently sits 19' from the front property line, 7.5' from the right property line, and 12' from the left property line. Because of the age & condition of the trailer, we would like to tear it down and rebuild a new construction product there. It will be physically impossible to meet setbacks idue to NEWC standards.	
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.
Yes, we're asking for 2 additional feet.	
3.	That the variance will not authorize activities in a zone district other than those permitted by this ordinance.
No. It will be a SFH.	

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

No.

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.

No. It will be an improvement on public welfare as we'll be removing (what some consider) an eyesore and replacing it with new product.

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.

No. It would be slightly bigger than what is currently there.

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. The hardship has always been there.