



The Columbia Board of Zoning Appeals will meet on Thursday, June 12, 2025 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 [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 Jerry Fly for Variance approval of fence regulations in relation to Table 4.3.1-C for a CD-3 zoned property located at [224 North Bigby Drive](#).
2. Request from David A. Pike for extension of a Conditional Use approval for a wireless telecommunications facility at [1616 Harley Davidson Boulevard](#), being a CD-4C (General Urban Corridor Character District) property.

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 2025 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
March 13, 2025

CALL TO ORDER:

Chairman Jimmy Dugger called the March meeting of the Board of Zoning Appeals for the City of Columbia to order at 9:00 a.m. The meeting was held in the Council Chambers at City Hall.

I.ROLL CALL:

Quorum present and included the following:

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

Absent was: Mr. Jimmy Campbell

Other attendees: Mr. Robert Archibald, Principal Planner
Mr. Austin Brass, City Planner
Mr. Paul Keltner, Development Services Director
Mrs. Sandra Richardson, Recording Secretary
Mr. Charles Rush, Principal Planner
Mr. Jake Hubbell, City Attorney

II. APPROVAL OF MINUTES:

The February minutes were presented for approval. Mr. Ables moved to approve the minutes, with Ms. Martin 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, 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).

Staff Review:

Mr. Dugger read the agenda item. Mr. Archibald stated that we are meeting in regards to a previous deferral. Mr. Archibald gave an update of the appeal of Administrative Decision. He stated that Mr. Peden, and our City Attorney is present, and they have discussed an option that they would like to present to the Board.

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Discussion and Motion:

Mr. Burce Peden was present to answer questions. Mr. Jake Hubbell, City Attorney stated with regards to the 200 Stewart Street property he doesn't think that there is anything for the Board to do today, he thinks that the issue is mute. He also stated that Mr. Peden and he met and stated that Mr. Peden has provided him with information regarding that property. He stated that the City has determined that the property is a legal non-conforming use at this time, based on it being used as a short-term rental prior to the enactment of the 2022 Zoning Ordinance. The City has sent a letter withdrawing that notice of violation for this address. There isn't anything for this board to do. Mr. Peden stated that he had received a letter from Mr. Keltner, stating that the notice of violation had been withdrawn. So, that renders this particular appeal at 200 Stewart Street mute. As far as he was concerned the Board need not take any action from that what so ever. It is mute.

Case #24-0351

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

Staff Review:

Mr. Dugger read the agenda item. Mr. Archibald gave the details of the staff report. This item was deferred from a previous agenda. Once again staff would defer to Mr. Jake Hubbell, City Attorney.

Discussion and Motion:

Mr. Peden was present to answer questions. Mr. Jake Hubbell, City Attorney, stated that Mr. Peden and I have agreed to defer or postpone any action by this Board for 623 Crestland Drive subject to the approval of the Board. What they would like to do is wait and see how the Short-Term Rental shapes out at City Council. They don't know if it may or may not be allowed in this particular zone by the time everything is voted on. They both are in agreement to defer this request. They would like to put it on the May BZA agenda. We don't normally defer items for more than one month under Roberts Rules of order you typically defer to the next regular meeting only; however, they think that they will be in the same position, and will be coming back to ask for another deferral. With both parties agreeing, he and Mr. Peden either one, don't see any reason why the Commission couldn't postpone this to the May meeting. If we have to take up a hearing at that time we can. Mr. Dugger asked Mr. Peden if he felt the same way. Mr. Peden

City of Columbia
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stated that he is having issues with his hearing today. He stated on item 2, he and Mr. Hubbell met discussing the legal issues, and they would like to defer it. He is in an agreement to defer it to May. Mr. Ables move to defer, based on the information from the City Attorney to the May meeting, second by Ms. Martin. The motion to defer to the May meeting passed three to zero. Mr. Dugger thanked Mr. Peden for his patience.

V. OTHER BUSINESS:

Mr. Dugger stated that we have a new person on board, and he asked him to introduce himself.

Mr. Charles Rush, Principal Planner stated that he was the Director of Planning Codes for about two years for the City of Tullahoma, before that he was a consultant for about six years. He has a Masters in Public Administration, and also a Masters in Community planning.

Mr. Brass stated that an education session will be down with the Board. The sessions done is the past have been very successful. He also discussed previous education opportunities.

Mr. Dugger asked about designated time for short term rentals.

Mr. George Vrailas had an article in the Main Street paper on short term rental.

V1. ADJOURNMENT:

Ms. Martin moved to adjourn with Mr. Ables seconding. The motion to adjourn passed three to zero. The meeting adjourned at 9:10 a.m.

Board of Zoning Appeals, Chairman
Jimmy Dugger

Date



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://CityofColumbia.com/Permitting)
If there is no access to a computer, please submit all pertinent information on a flash drive as
well as provide one hard copy*

1. Applicants must complete this application, include required supporting materials, & pay the required fee (\$300.00-plus processing and advertising fees)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

L. Bruce Peden

APPLICANT SIGNATURE

Aug 8, 2024

DATE

Sunset Properties LLC

PROPERTY OWNER NAME

Mercedes Robins

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 of the policy amount, the registered Guest(s) remains liable for the balance.

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

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

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

HOLD HARMLESS

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

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

Angie Haywood

9-28 10-28
2021 2021

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

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

William
10/28/21

PLEASE BE CAREFUL WITH YOUR FEET AND HANDS TO PREVENT ACCIDENTS. WE PROVIDE NON-SLIP MATS TO PREVENT SLIPS AND FALLS BUT 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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Bye English 7/12-19 2021

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

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Blake Lovell 8/13/24

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HOLD HARMLESS

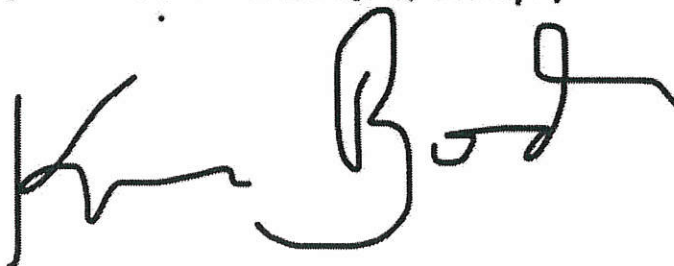
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7/31/21


Muletown's Cozy Crestland Classic Guidelines & Rental Agreement

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

Heather
Lowe 9-11-21

Maury (060)
Tax Year 2024 | Reappraisal 2022

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

Current Owner

CRESTLAND DR 623

Ctrl 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:** **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

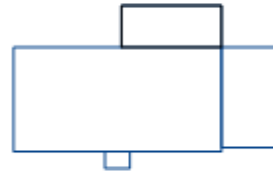
Deed Acres: 0 **Calculated Acres:** 1 **Total Land Units:** 1

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



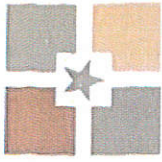
Stories:
 1.00
Actual Year Built:
 1970
Plumbing Fixtures:
 5
Condition:
 AV - AVERAGE
Floor System:
 04 - WOOD W/ SUB FLOOR
Roof Cover/Deck:
 03 - COMPOSITION SHINGLE
Floor Finish:
 10 - HARDWOOD-TERR-TILE
Paint/Decor:
 03 - AVERAGE
Electrical:
 03 - AVERAGE
Structural Frame:
 00 - NONE

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		QC - QUITCLAIM DEED	-
8/19/1997	\$74,000	1342	617	I - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED
4/20/1984	\$0	711	585		-	-
5/27/1982	\$0	687	257		-	-



CITY OF
COLUMBIA
TENNESSEE

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

July 26, 2024

Sunset Properties LLC
1011 S Main St
Columbia, TN 38401

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

Dear Property Owner:

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

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

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

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

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

Melissa Sanders
Planner I

Something Good Around Every Corner

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

(931) 560-1560

Site Location: 623 Crestland Dr



Entire home

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

Exceptional

BEFORE THE CITY OF COLUMBIA BOARD OF ZONING APPEALS

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

APPEAL OF ADMINISTRATIVE DECISION

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

Zoning Ordinance Provisions

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

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

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

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

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

At page 478 the current zoning ordinance provides:

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

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

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

At page 521 the current zoning ordinance defines a STR:

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

Evidence of STR Use Before July 2022

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

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

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

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

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

USE AND ENJOYMENT OF UNIT AND PROPERTY

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

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Angie Haywood

9-28 10-28
2021 2021

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Will Can
10/28/21

PLEASE BE CAREFUL AND USE CARE TO PREVENT DAMAGE TO OTHERS
Rugs to prevent slips and fall but please be careful. Other
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Yage J 6-25
to
6-27
2021

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Pre English 7/12-19 2021

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Blake Lovell 8/13/24

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7/31


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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.

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

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

Heather
Zover 9-11-21

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

Current Owner

CRESTLAND DR 623

City Map: 075M Group: B Parcel: 005.00 PI: 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

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

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

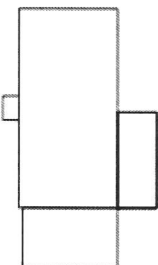
01 - RES 1.00

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

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 Sketch

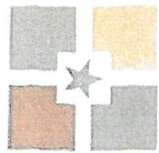


Building Areas

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	1 - IMPROVED	WD - WARRANTY DEED	A - ACCEPTED
4/20/1984	\$0	711	585			-
5/27/1982	\$0	687	257			-



CITY OF
COLUMBIA
TENNESSEE

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

July 26, 2024

Sunset Properties LLC
1011 S Main St
Columbia, TN 38401

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

Dear Property Owner:

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

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

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

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

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

Melissa Sanders
Planner I

Something Good Around Every Corner

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



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

L. Bruce Peden

APPLICANT SIGNATURE

Aug 8, 2024

DATE

Sunset Properties LLC

PROPERTY OWNER NAME

Mercedes Robinson

PROPERTY OWNER SIGNATURE

08/07/2024

DATE



CITY OF COLUMBIA TENNESSEE
 BOARD OF ZONING APPEALS
 STAFF REPORT

CONTACT INFORMATION

Jeremy Humphrey, Planner II, jhumphrey@columbiatn.gov 931-560-1538

DOCKET/CASE/APPLICATION
 NUMBER
25-0187

APPLICANT/ PROPERTY OWNER
Jerry and Wanda Fly

PUBLIC HEARING DATE
June 12, 2025

PROPERTY ADDRESS/LOCATION
224 N. Bigby Dr., 100J C 022.00

REQUEST: Variance request from limitation on fence height in CD-3

The applicant requests a variance from the strict application of the City of Columbia Zoning Ordinance. Particularly, **Article 4, Table §4.3.1** of the Zoning Ordinance requiring fence heights to be a maximum of 4’ at frontage and 6’ in other areas.



Specifically, the applicant is requesting to leave in place an 8’ fence that has been constructed on the parcel. The applicant states this request is to screen the view of a neighboring property.

Existing Zoning	Existing Land Use	Surrounding Zoning/Land Use	Site Improvements	Lot Size:
CD-3	Single-family	CD-3	Single-family construction	Less than 1 acre

DEVELOPMENT STATUS

- The Zoning Ordinance permits Single-family structures in Zone CD-3, subject to the meeting the applicable standards outlined in Article 4, Table 4.3.1.
- The applicant seeks to leave in place a newly constructed 8’ fence along the property line.
- Strict application of the zoning standards would require the applicant construct the fence to be 4’ within frontage and 6’ otherwise. The fence would need to be finished in such a manner as the finished side faces adjacent properties.
- The variances requested, if approved, would permit a non-compliant fence (approximately 8’ in height) to remain for screening purposes. This includes that the fence has been constructed in a way that the non-finished side is facing adjacent property, contrary to the Zoning Ordinance.

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:



CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
STAFF REPORT

- 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
 - 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 reviewed this variance request in relation to section 8.5.16.L and found the following:

- The subject property is a residential lot with slightly elevated topography relative to the neighboring parcel.
- Historical aerial imagery indicates that, as of 2022, a natural hedgerow and small tree existed between the two properties, providing a visual buffer (See: Exhibit A).
- The hedgerow has since been removed, and the current non-compliant fence was installed in 2025 (See: Exhibit B).
- It is unclear whether the hedgerow was fully on one property or straddled the property line. A neighbor did state during a telephone conversation that the applicant removed the hedgerow to erect the fence. For this reason, it is presumed the hedgerow was on applicant's property. A survey needs to be provided for a definitive conclusion.
- The applicant's motivation for increasing the fence height is primarily to block visibility of the neighboring property.

EVALUATION OF REQUIRED FINDINGS

a. Exceptional Physical or Topographic Conditions

There is no evidence that the applicant's property possesses an exceptional shape, narrowness, shallowness, or topographic feature that would impose a peculiar or exceptional practical difficulty. The applicant's concern appears rooted in the behavior of the adjacent property owner rather than the inherent physical condition of their own lot.

Finding: Not Met

b. Minimum Variance Necessary

An increase in fence height is sought. However, no physical hardship justifying any increase has been demonstrated. The request appears driven by personal privacy concerns rather than on a condition that would prevent reasonable use of the land.

Finding: Not Met

c. Use Authorization

The variance does not offer non-permitted use but does propose a dimensional standard deviation. Fencing is allowed as an accessory structure within the zoning district.

Finding: Met

d. Financial Return Not Basis

No financial returns or economic hardships are cited in this request.

Finding: Not Applicable

e. No Substantial Detriment to Public Good or Zoning Intent

The proposed fence likely would not impair light, air, or public safety. However, since "public good" and "aesthetic" considerations are specifically prohibited by ordinance as justification, this cannot be weighed in the applicant's favor.

Finding: Not Met

f. Not Self-Created Hardship

A neighbor stated that the previous natural screening (hedgerow) was removed by applicant to erect the fence. Therefore, its removal appears to have created or worsened the condition prompting this variance request (privacy). By removing this hedgerow, the applicant **self-created the hardship**.

Finding: Self-Created Hardship

Excluded Considerations (Section 8.5.16.L.2):

The following factors are explicitly **excluded** from consideration in granting a variance:

- Personal privacy concerns
 - Proximity to an incompatible or noncompliant neighboring use
 - Public good or desire to shield views of violations
 - Aesthetic preferences
 - Other variances granted or past enforcement history
 - Personal or situational circumstances
 - Removal of landscaping or screening not required by ordinance
-

STAFF CONCLUSION

Staff concludes that the variance request **does not meet** the required findings for approval under the zoning ordinance. The primary justification — increased privacy from a noncompliant neighboring use — is expressly excluded from consideration. Additionally, the hardship appears to be self-created by removing the natural vegetative buffer that previously served the intended purpose to erect the non-compliant fence.

No extraordinary or exceptional physical condition exists on the property that would justify deviation from the fence height standard. The property remains reasonably usable under the existing Zoning Ordinance 4400 allowance.

For these reasons, staff recommend denial of the requested variance.

STAFF RECOMMENDATION: DENIAL

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.

Sample recommendations

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.

EXHIBITS

Exhibit A

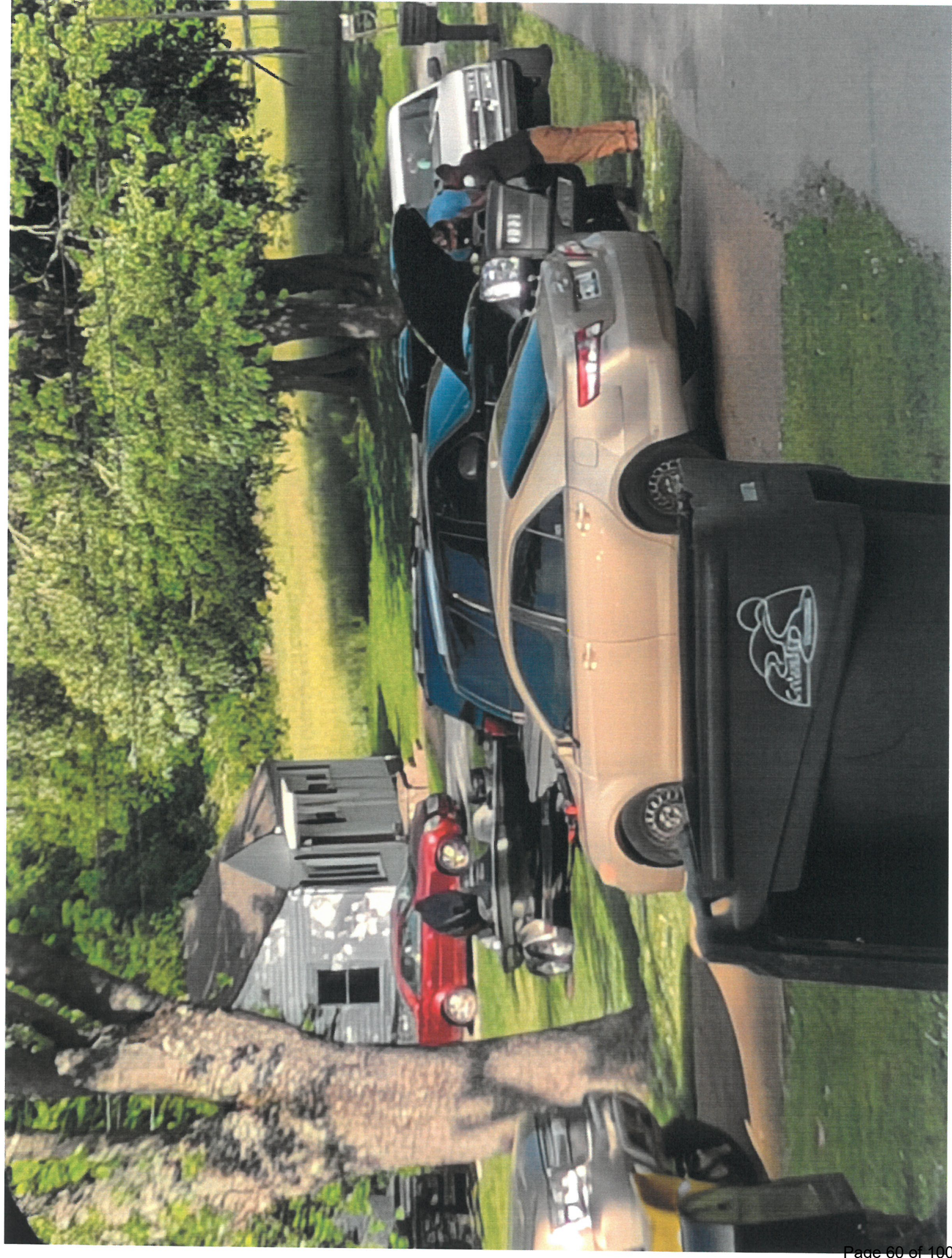


Image of hedgerow as it existed in 2022 (source: Google Maps)

Exhibit B

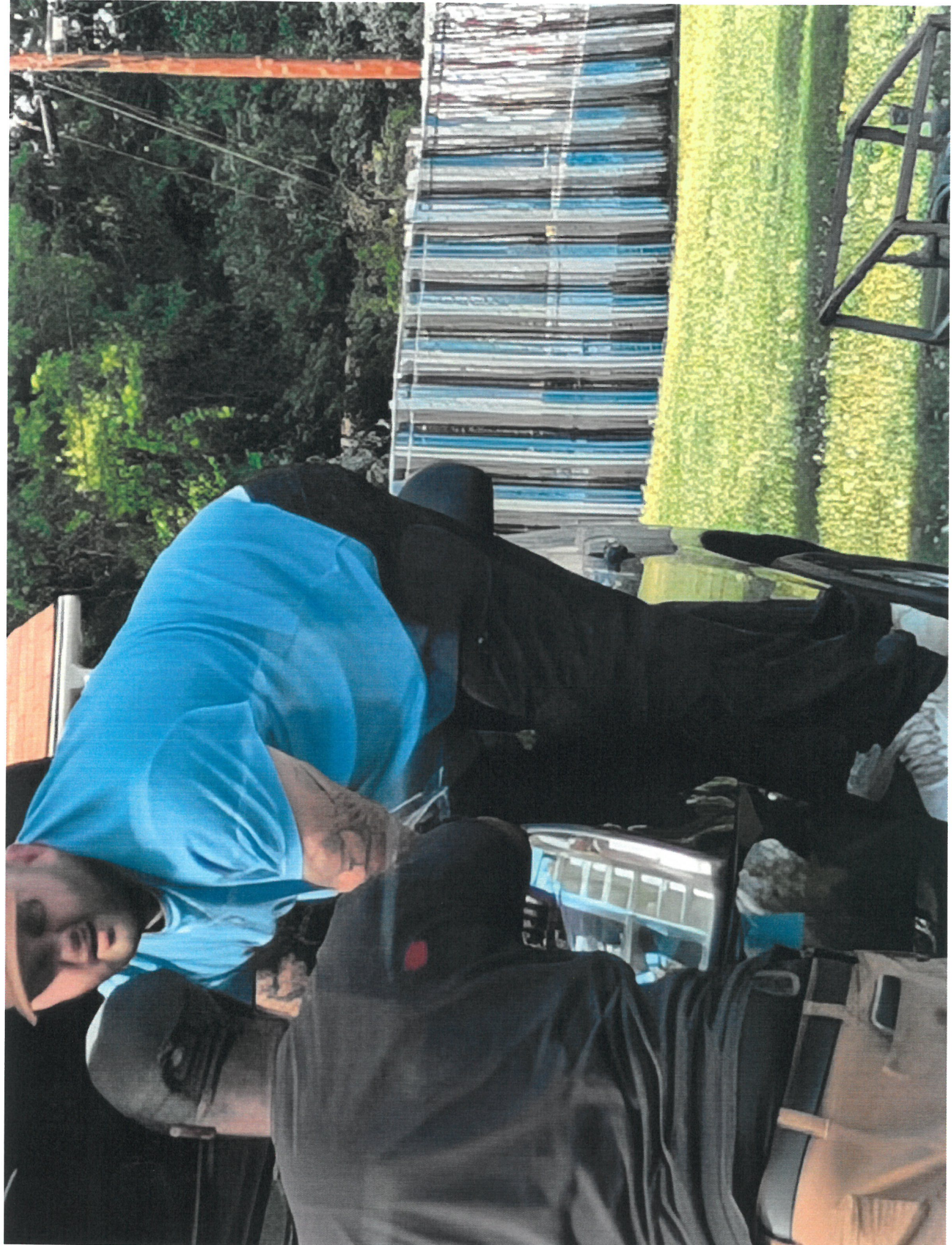


Image of current site conditions as of 2025 (Source: Planning staff)



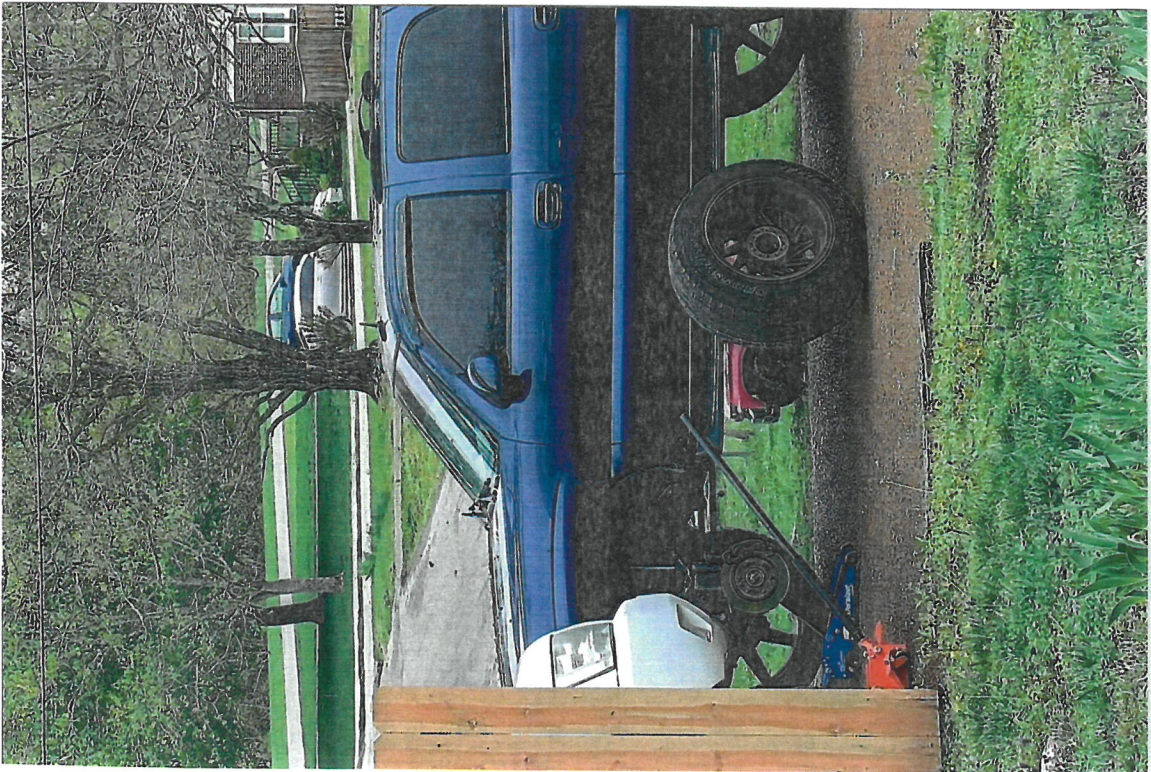
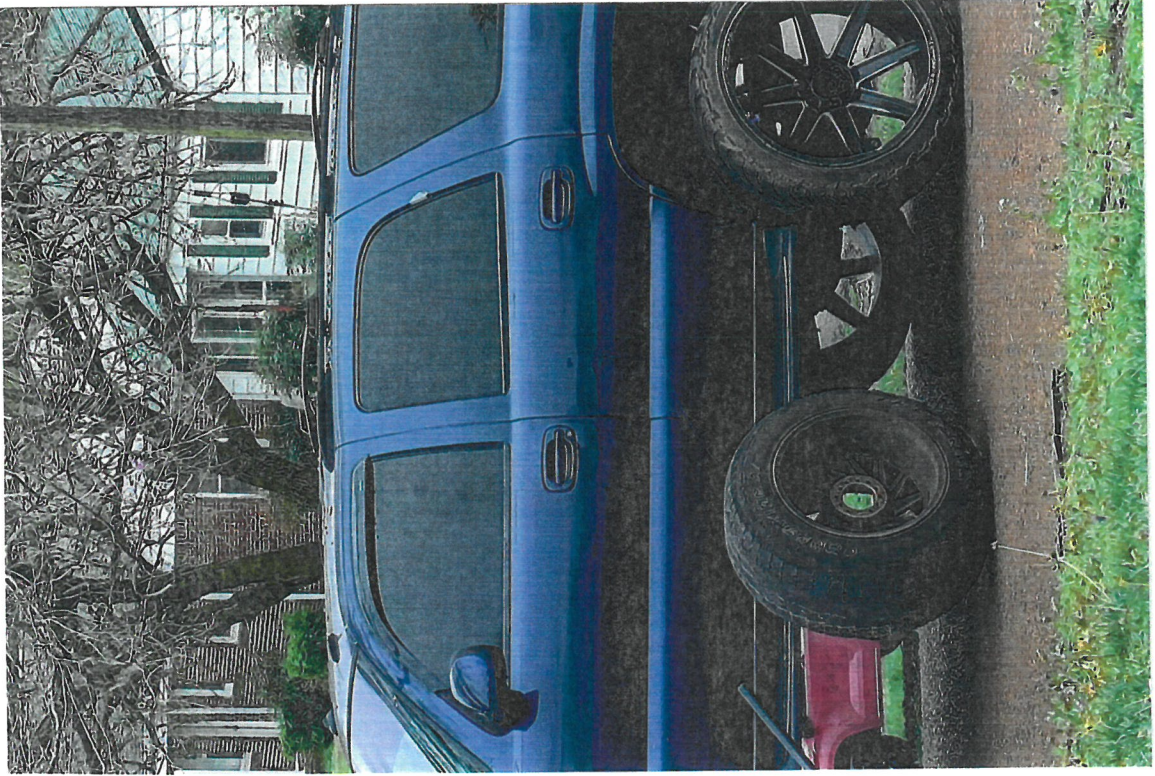




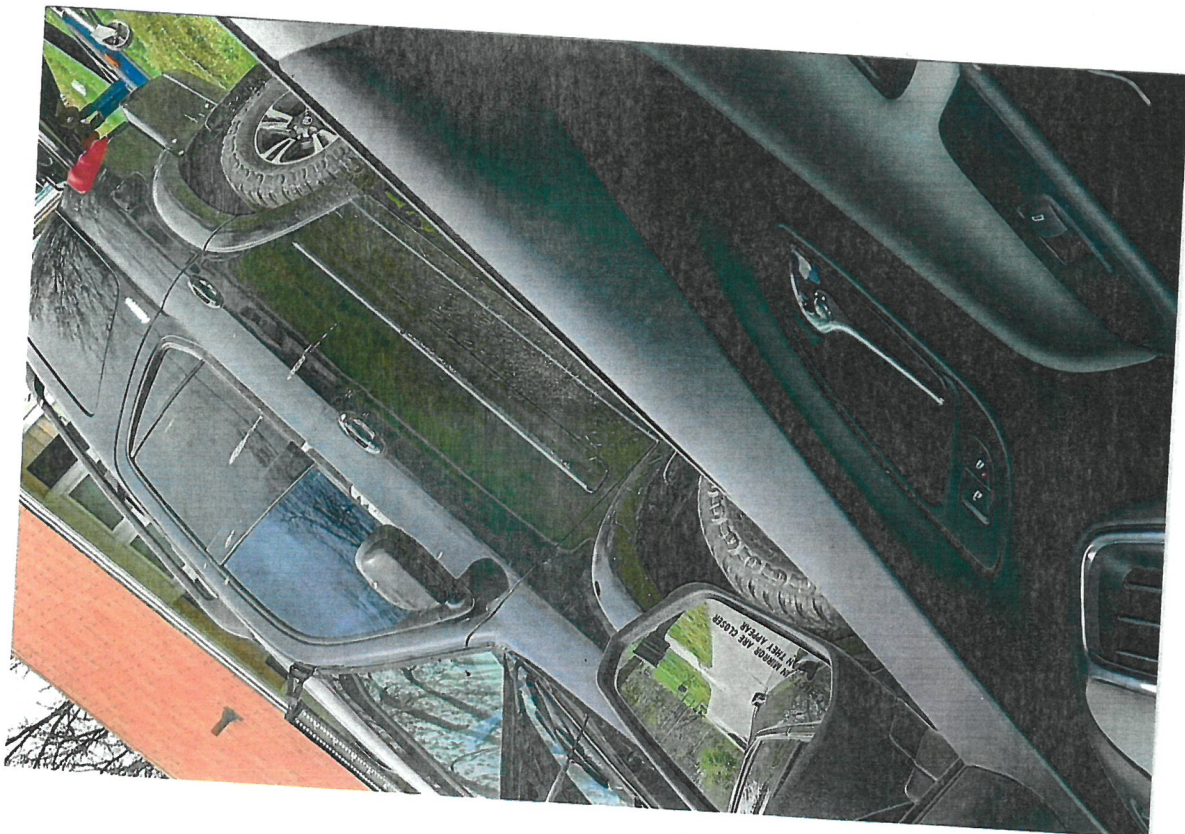










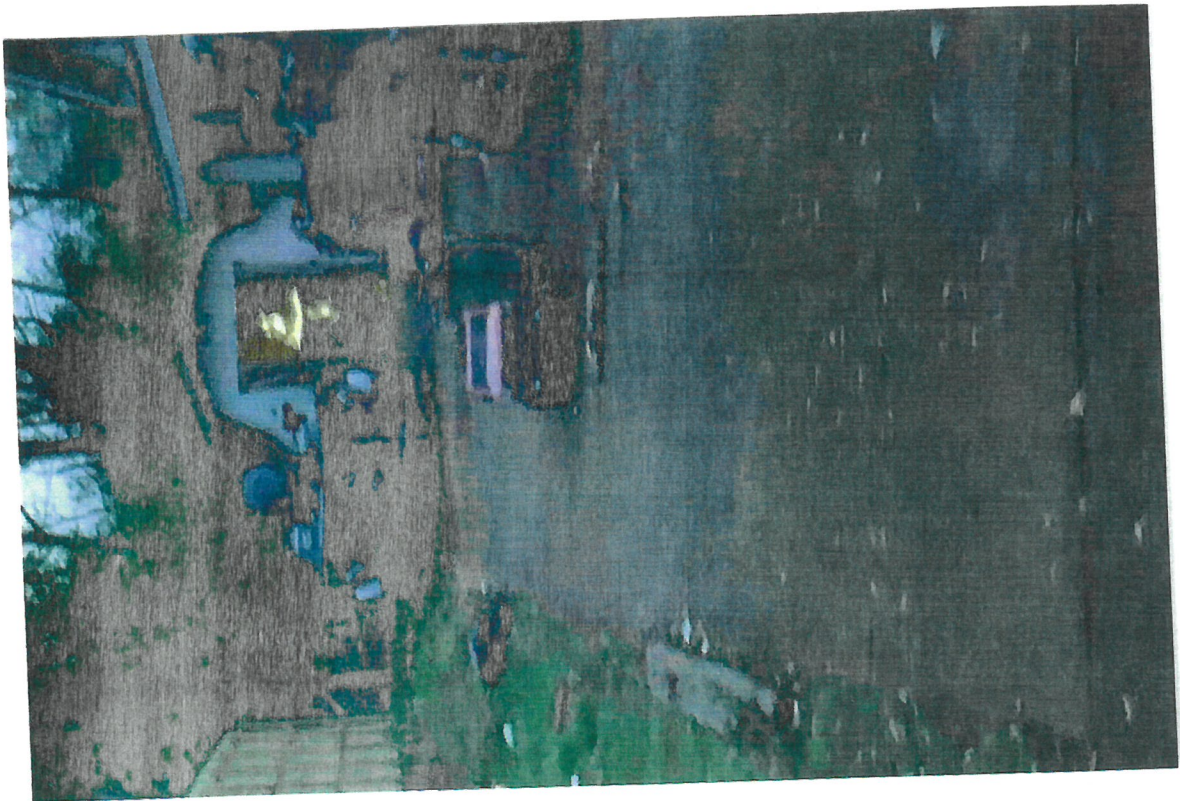


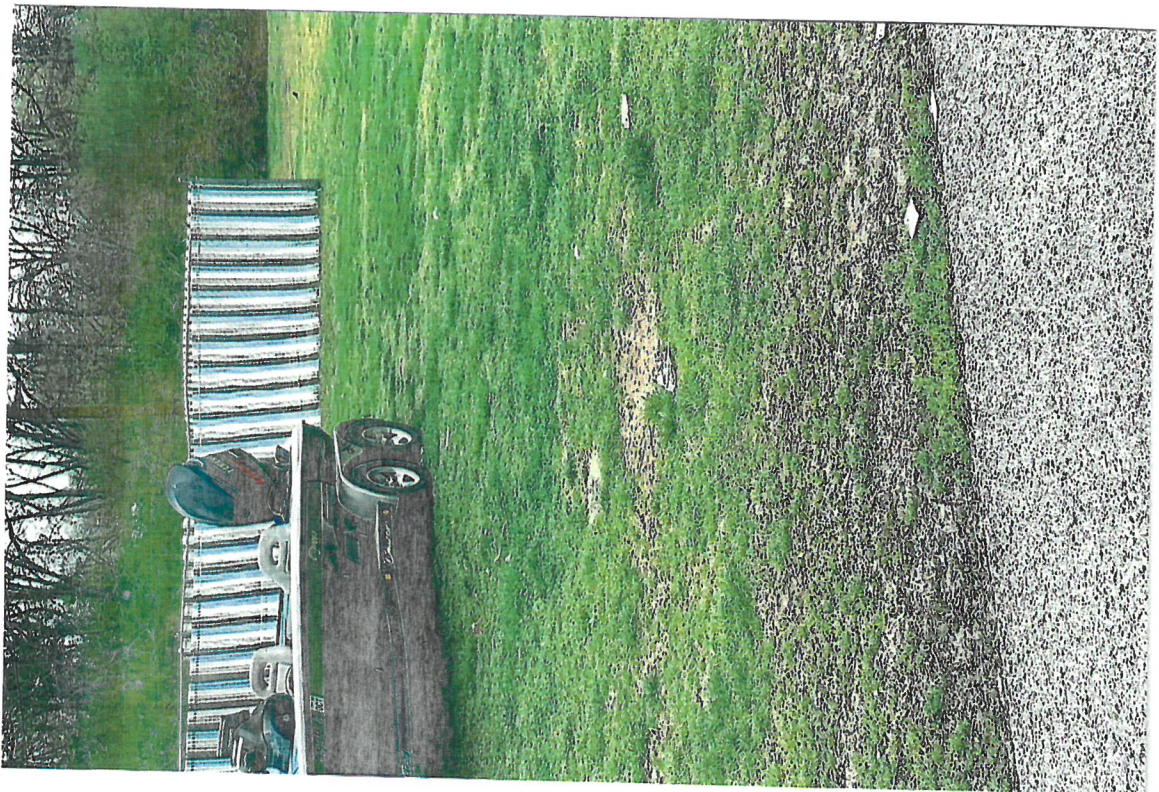
















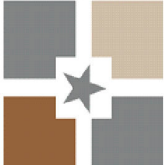




25-0187
224 N. Bigby Drive

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

CITY OF COLUMBIA





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

BOARD OF ZONING
VARIANCE APPLICATION AND CHECKLIST
SUBMITTAL REQUIREMENTS

*Please submit the Application online at [City of Columbia | Permitting \(onlama.com\)](http://City of Columbia | Permitting (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. Additional fee may apply*

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: Charles Rush, Principal Planner, Crush@columbiatn.gov or (931) 560-1531
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: 224 N BIGBY DRIVE					
ZONING: RESIDENTIAL			LOT ACREAGE: 1 ACRE		
LAND USE: RESIDENTIAL			BUILDING SQUARE FOOTAGE: 912 FT ²		
ESTABLISHED/EXISTING SETBACKS (DISTANCE BETWEEN BUILDINGS AND PROPERTY LINES): N/A FRONT: _____ ft. SIDE: _____ ft. REAR: _____ ft.					
OTHER INFORMATION:					

VARIANCE PERMIT REQUEST

EXCEPTIONAL HARDSHIP VARIANCE REQUEST		
<p>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.</p> <p>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.</p>		
SETBACK VARIANCE <i>Check applicable yard</i>	<input type="checkbox"/> FRONT YARD <input type="checkbox"/> SIDE YARD <input type="checkbox"/> REAR YARD	REQUESTED SETBACK (ft): N/A
OTHER VARIANCE REQUEST	ZONING ORDINANCE SECTION: ZO 4400 4.3.1-C	
REASON FOR REQUEST: VARIANCE ON FENCE TO HIDE AUTO REPAIR BUSINESS OPERATED AT HOUSE NEXT DOOR (CITED NUMEROUS TIMES WITH NO RESULTS) FOR OVER 3 YEARS		

OPERATED AT HOUSE NEXT DOOR (CITED NUMEROUS TIMES WITH NO RESULTS) FOR OVER 3 YEARS

ALSO, FINISHED OF FENCE NOT FACING NEIGHBOR FENCE FROM STREET TO HOUSE 6' TALL FENCE FROM HOUSE TO REAR 8' TALL

REQUIRED TO REDUCE NOISE + NOT SEE AUTO REPAIR CARS, TRUCKS TRASH, BOATS, ETC

APPLICANT

NAME	JERRY FLY	PHONE	931-446-2394
ADDRESS	224 NORTH BIGBY DRIVE	EMAIL	NONE

PROPERTY OWNER

NAME	JERRY FLY	PHONE	931-446-2394
ADDRESS	224 NORTH BIGBY DRIVE	EMAIL	NONE

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.

JERRY FLY

 APPLICANT NAME

Jerry Fly

 APPLICANT SIGNATURE

5/16/25

 DATE

JERRY FLY

 PROPERTY OWNER NAME

Jerry Fly

 PROPERTY OWNER SIGNATURE

5/16/25

 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)

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.



VERY NOISEY AND TERRIBLE TO LOOK AT

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.

EXACTLY!

c. That the Variance will not authorize uses or activities in the applicable District other than those permitted by this Ordinance.

TRUE

d. That financial returns alone shall not be considered as a basis for granting a Variance.

AGREED

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.

TRUE

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.

FACT

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.

DEFINITELY !!



CITY OF COLUMBIA TENNESSEE
 BOARD OF ZONING APPEALS
 STAFF REPORT

CONTACT INFORMATION

Charles Rush, Principal Planner, crush@columbiatn.com 931-560-1531

DOCKET/CASE/APPLICATION NUMBER

25-0208

APPLICANT/ PROPERTY OWNER

David Morgan

PUBLIC HEARING DATE

June 12, 2025

PROPERTY ADDRESS/LOCATION

1616 Harley Davidson Blvd/
 1616 Halifax Dr/
 Tax Map 93 Parcel 1.01

REQUEST: Conditional Use (Wireless Communications Facility)

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



The Applicant is now requesting a Conditional Use permit again for the tower.

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

Existing Zoning	Existing Land Use	Surrounding Zoning/Land Use	Site Improvements	Lot Size:
CD-4C	Motor Vehicle Sales	CD-4/CD-4C Vacant/Townhomes	N/A	5.28+/- acres

DEVELOPMENT STATUS & HISTORY:

Previous Requests/Approval:

23-0332

Conditions of Previous Approval:

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

REVIEW & ASSESSMENT:

Subject Site:

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

Zoning Ordinance:

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

8.5.16.J BOARD OF ZONING APPEALS ACTION.

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

8.5.16.K CONDITIONAL USE PERMIT SPECIFIC REQUIREMENTS.

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

4.3.9.E.6.AM WIRELESS COMMUNICATIONS FACILITIES

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

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



CITY OF COLUMBIA TENNESSEE
BOARD OF ZONING APPEALS
STAFF REPORT

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

evergreen Screen. Screening as required herein shall be not less than four feet in height at the time of planting and shall be permanently maintained.

- (13) Location on any other Structure other than a Tower (i.e. water tank, utility poles, roof tops, etc.) is permitted subject to the provisions listed above relating to a Tower location.
- (14) Co – location on Towers is encouraged.

RECOMMENDATION:

Approval Subject to Conditions.

Recommended Motion:

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

- 1) That the approval shall expire on June 15, 2026;
- 2) Any extension of the temporary use must be approved by the Board;
- 3) That the area around the temporary use shall remain fenced and secured for public safety;
- 4) That the COW shall not be raised to a height greater than 64’;
- 5) That the temporary use shall not cause the site and its principal use to become noncompliant with the requirements of City of Columbia ordinances (e.g. parking, stormwater, etc.).
- 6) The applicant will provide detailed site plans and fencing specifications for review and approval by the Zoning Administrator, the City Engineer, the Chief Building Official, and the City of Columbia Fire Marshal prior to establishing the use; and
- 7) The applicant shall inform the Zoning Administrator of any cessation or change to the status of the temporary use.

Alternative Motions:

Alternative Motion [Approve]:

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

Alternative Motion [Deny]:

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

Alternative Motion [Defer]:

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



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

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

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

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

CONDITIONAL USE PERMIT REQUEST:

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

APPLICANT

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

PROPERTY OWNER

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

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

David A. Pike, Attorney for AT&T

APPLICANT NAME



APPLICANT SIGNATURE

8-1-23

DATE

AT&T as per attached license agreement

PROPERTY OWNER NAME

PROPERTY OWNER SIGNATURE

DATE



PIKE LEGAL GROUP PLLC
1578 Highway 44 East, Unit 6
PO Box 369
Shepherdsville, KY 40165-0369
Phone: 502-955-4400
Fax: 502-543-4410

May 7, 2025

Austin Brass, AICP
City Planner
City of Columbia
Development Services
700 North Garden Street
Columbia, TN 38401

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

Dear Mr. Brass:

This is a formal request by Applicant to appear on the June 12, 2025, agenda of the Board of Zoning Appeals to request a further extension of the temporary use at the above location.

AT&T is pleased to report that Maury County approved the location of a replacement tower at 1860 Luther Sharp Road in unincorporated Maury County. A building permit has been issued by Maury County, and, as you can see from the attached photograph, AT&T has constructed the tower. The next phase of the project is to secure utilities to the site.

These utility runs must be completed before AT&T can make its final installation of antennas and related equipment on the tower and begin providing service to both the City of Columbia and unincorporated Maury County from the new tower. However, AT&T is experiencing delays in obtaining its equipment from overseas manufacturers.

Since the delivery of antennas and related equipment from overseas sources is beyond the control of AT&T, the date the new site will be fully functional cannot be precisely determined at this time. To avoid disruption of service to residents, businesses and travelers in this area, AT&T is requesting additional time to complete construction of the new facility and remove the COW located at 1616 Harley Davidson Blvd., Columbia, TN 38401.

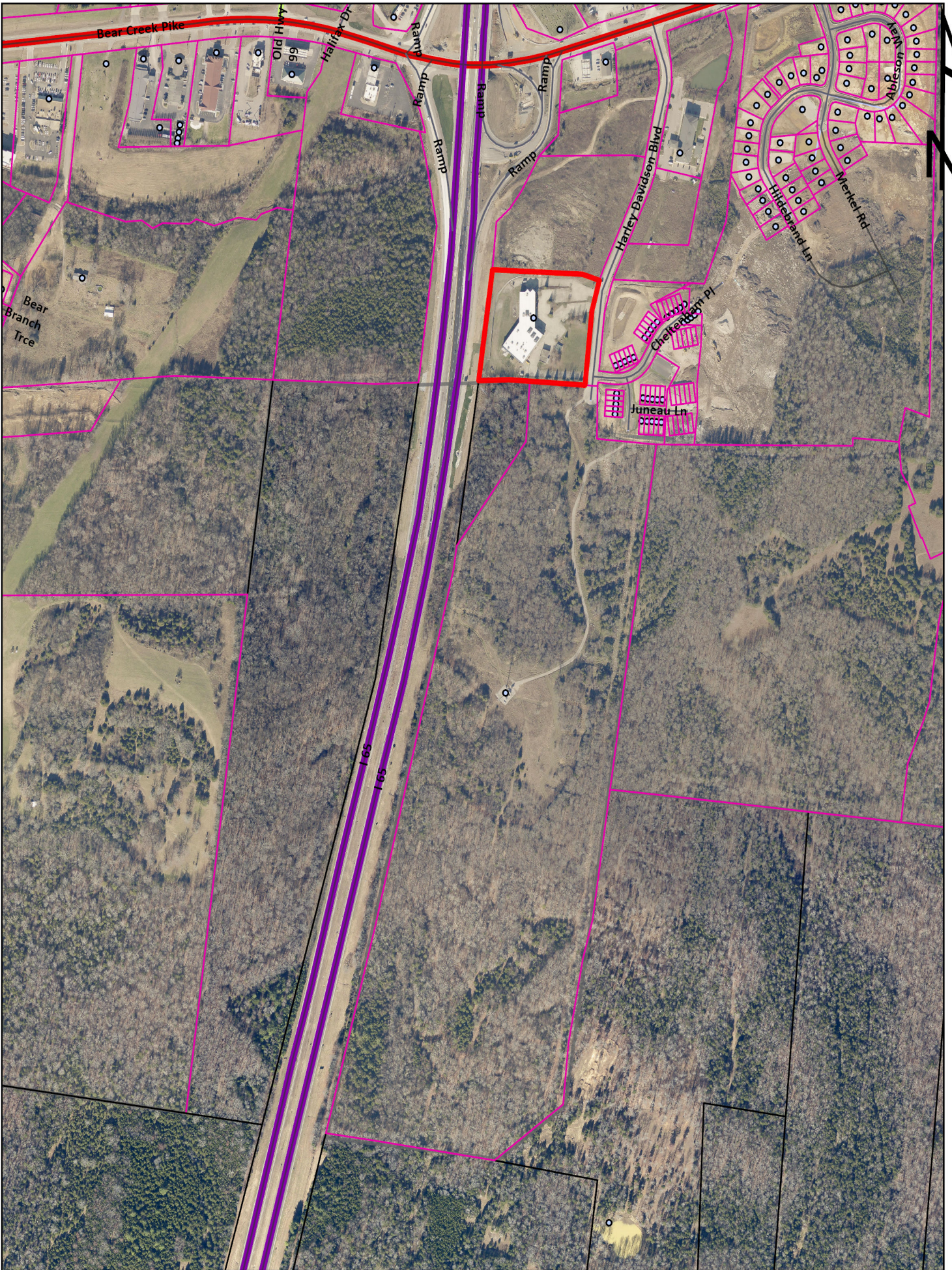
Sincerely,

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

Robert W. Grant
Attorney for Applicant

enclosure





25-0208
1616 Harley Davidson Blvd.

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

CITY OF COLUMBIA





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

August 31, 2023

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

RE: Supplemental Information
Conditional Use Application for a Temporary Wireless Communication Facility
Applicant: New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility
Site Location: 1616 Harley Davidson Blvd., Columbia, TN 38401
Type: Cell on Wheels ("COW") with a 64' Tower
Site Name: I-65

Dear Mr. McCarthy:

Thank you for your request for additional information regarding the application of New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility ("AT&T" or "Applicant"), to locate and operate a temporary wireless communication facility at 1616 Harley Davidson Blvd., Columbia, TN 38401 to serve the customers of AT&T with wireless communications services within the City of Columbia, Tennessee. We have provided responses to each of your requests below:

1. **Will the tower be guyed? If yes, please revise plans to show the location of all guy wires.** The tower will not be guyed. While the plans do show outriggers for the trailer, there are no guy wires proposed for the tower. The manufacturer of the COW includes an option for a non-guyed self-support system, which is what is proposed by AT&T. Outriggers and guy wires are two different components of a COW. The trailer outriggers are for the stabilization of the trailer while the tower is deployed. In those instances where guy wires are utilized for a COW, then steel cables are attached to the tower and extend down to concrete block anchors. These wires would physically brace the tower and pull force from the tower legs into the wires and down into the anchors. However, AT&T's configuration is for a 64-foot self-supporting structure that only utilizes the outriggers on the trailer for stabilization. This can be seen in the design documents presented with the application.

2. **What is the term of the lease agreement with the property owner?** The license agreement provides for a two-year term beginning on 9-28-23 and ending 9-28-25.
3. **What are the provider's plans for securing a location for a permanent tower?** AT&T is working with American Towers LLC ("ATC") to secure a permanent tower location. Following the removal of ATC's tower at 1624 Bear Creek Pike, Columbia, TN and the loss of AT&T's facility, ATC has been negotiating a new tower lease with a property owner in unincorporated Maury County. If all goes as planned with ATC's new site, then as early as May 2024, AT&T may be able to move from the temporary location to a permanent location on ATC's new tower.
4. **Will there be fencing or any other permanent fixtures associated with the tower site?** Only temporary fencing will be located at the site. The only permanent change will be 200A 1 Phase 120/240 lateral feeder with 3 strands of #3/0 AWG THWN-2 and #2 ECG in 2.5" PVC conduit that is approximately 192 feet long to be installed from the main building electrical room to the COW. If necessary, then AT&T can remove the conductor and conduit when the COW is taken offline and AT&T moves to a permanent location.
5. **Will the tower function at a height of 64-feet? The plans provided with the application indicate a variable height which could be much greater.** While the manufacturer designed the COW for variable heights, the proposal is for an overall height of 64-feet where AT&T's equipment will be located. AT&T will not extend the tower beyond the requested 64-feet without prior approval from the City of Columbia.
6. **Has the project team communicated with the Office of the Fire Marshal about the tower?** Yes, AT&T's project engineer has spoken with the Fire Marshal, Brad Massey who stated that since the temporary tower is not an occupied space, he would not require AT&T to do a water availability study, water flow test, or provide a water availability letter. He further advised the project engineer that it is sufficient for AT&T to show the existing hydrant locations on the face of the survey which AT&T has done. Finally, he also wanted to ensure that the COW does not block existing fire department access to the main building. AT&T's project engineer has confirmed that the design meets all of the requirements for an unoccupied space per Columbia Municipal Code Title 7, Chapters 1-6, ICF 2018, IBC 2018, IRC, NFPA 1 2021, NFPA 13 2022, NPFA 24 2022, NFPA 70 2023, NFPA 72 2019 where applicable.

Currently, the City of Columbia is an exempt jurisdiction with the State Fire Marshal's Office. Only Educational (Kindergarten through 12, public or private), day-care centers (including adult day-care), all state-owned and state-leased facilities, and all facilities requiring a State Fire Marshal inspection for initial licensure by another state department are required to be submitted to the State

Fire Marshal's Office for review. The SFMO formally delegates codes enforcement to local jurisdictions that are adequately performing their building codes enforcement programs.

Pursuant to Tennessee Code Annotated § 68-120-101(b)(2), these jurisdictions employ staff to perform plan reviews and inspections for buildings and structures to ensure fire and building code compliance that they have adopted by ordinance. In accordance with Tenn. Comp. R. & Regs. 0780-02-19-.04, a SFMO audit team performs quality audits of each Exempt Jurisdiction once every three (3) years.

7. **Please provide examples of other locations where a temporary tower was used as an interim measure and replaced with a permanent tower. See attached.**

Please do not hesitate to contact us if you have any questions or require any additional information concerning this matter.

Sincerely,



David A. Pike
F. Keith Brown
Robert W. Grant
Attorney for Applicant

enclosures



