

1    **STATE OF GEORGIA**

2    **CITY OF COLLEGE PARK**

3                                   **ORDINANCE NO. 2016-22**

4    AN ORDINANCE TO AMEND THE ZONING CODE OF THE CITY OF COLLEGE PARK,  
5    GEORGIA; TO ESTABLISH REGULATIONS FOR HOTELS, MOTELS AND EXTENDED-  
6    STAY HOTELS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING  
7    ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8           **WHEREAS**, the duly elected governing authority of the City of College Park, Georgia  
9    (the “City”) is the Mayor and Council thereof; and

10          **WHEREAS**, the Mayor and Council have, as a part of planning, zoning and growth  
11    management, been in review of the City's zoning ordinances and have been studying the City's  
12    best estimates and projections of the type of development which could be anticipated within the  
13    City; and

14          **WHEREAS**, the Mayor and Council therefore consider it paramount that land use  
15    regulation continue in the most orderly and predictable fashion with the least amount of  
16    disturbance to landowners and to the citizens of the City. The Mayor and Council have always  
17    had a strong interest in growth management so as to promote the traditional police power goals  
18    of health, safety, morals, aesthetics and the general welfare of the community; and in particular  
19    the lessening of congestion on City streets, security of the public from crime and other dangers,  
20    promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the  
21    City including access to air and light, and facilitation of the adequate provision of transportation  
22    and other public requirements; and

23           **WHEREAS**, it is the belief of the Mayor and Council that the concept of “public  
24 welfare” is broad and inclusive; that the values it represents are spiritual as well as physical,  
25 aesthetic as well as monetary; and that it is within the power of the City “to determine that a  
26 community should be beautiful as well as healthy, spacious as well as clean, well balanced as  
27 well as carefully patrolled.” Kelo v. City of New London, 545 U.S. 469 (2005); Berman v.  
28 Parker, 348 U.S. 26 (1954). It is also the opinion of the City that “general welfare” includes the  
29 valid public objectives of aesthetics, conservation of the value of existing lands and buildings  
30 within the City, making the most appropriate use of resources, preserving neighborhood  
31 characteristics, enhancing and protecting the economic well-being of the community, facilitating  
32 adequate provision of public services, and the preservation of the resources of the City; and

33           **WHEREAS**, the Mayor and Council are, and have been interested in, developing a  
34 cohesive and coherent policy regarding certain uses in the City, and have intended to promote  
35 community development through stability, predictability and balanced growth which will further  
36 the prosperity of the City as a whole; and

37           **WHEREAS**, in March of 2016, amendments were made to the City’s Code of  
38 Ordinances regarding regulation of Extended-Stay Hotels; and

39           **WHEREAS**, upon the effective date of such amendments, the City engaged the hotel  
40 community to obtain their feedback on such amendments; and

41           **WHEREAS**, as a result of such engagement, the Mayor and Council have determined  
42 that to serve the needs of the community certain amendments are needed to the City’s Code of  
43 Ordinances; and

44           **WHEREAS**, the Mayor and Council have determined that the health, safety, and welfare  
 45 of the citizens of the City will be positively impacted by the adoption of this Ordinance.

46           **BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**  
 47 **THE CITY OF COLLEGE PARK, GEORGIA**, and by the authority thereof:

48           **Section 1.** That the City Code, Appendix A, Zoning, Article IV, Districts and  
 49 General Regulations Therein, Section 10, Hotels and Motels, is hereby amended by striking  
 50 through the existing text and inserting new text, in lieu thereof, to read and to be codified as  
 51 follows:

52 “Sec. 10. Hotels, Motels, and Extended-Stay Hotels.

53       (a) Definitions. For purposes of this Section, the following definition(s) are applicable:

54           1) Natural Disaster means a flood, tornado, hurricane, earthquake, or other  
 55 occurrence for which the President of the United States has made a federal  
 56 disaster declaration under the Robert T. Stafford Disaster Relief and Emergency  
 57 Assistance Act, 42 U.S.C. § 5121-5206. Should the State of Georgia’s definition  
 58 of “Natural Disaster” found in O.C.G.A. § 50-1-9 differ from the definition  
 59 herein, the definition in O.C.G.A. § 50-1-9 controls.

60           2) Written Contract means a written contract between the Hotel and any guest or  
 61 agent of such guest, other than any standard agreement entered into between a  
 62 Hotel and any guest by virtue of payment of a deposit or room rate or any  
 63 standard agreement for the reservation of a block of hotel rooms.

64       (b) Provisions applicable to Hotels, Motels, and Extended-Stay Hotels

65           1) No more than five percent (5%) of a Hotel or Motel’s guest rooms shall have  
 66 Fixed Cooking Appliances located therein. If more than five percent (5%) of a  
 67 Hotel or Motel’s guest rooms contain Fixed Cooking Appliances, such Hotel or  
 68 Motel is considered an Extended-Stay Hotel and subject to the below regulations  
 69 regarding Extended-Stay Hotels. For the purposes of this section, the term "Fixed  
 70 Cooking Appliances" shall mean a stove top burner; a hotplate that does not serve  
 71 as an integral part of an appliance designed solely to produce coffee; a  
 72 conventional oven; a convection oven; or any oven producing heat using  
 73 resistance heating elements, induction heating, or infrared heating sources.

74           2) No Hotel, Motel, or Extended-Stay Hotel located within the city shall allow any  
 75 person to occupy such Hotel, Motel, or Extended-Stay Hotel for more than thirty  
 76 (30) days during a one hundred eighty (180) day period.

77           3) Notwithstanding subsection (2) of this section:

78           i. Occupation of a Hotel, Motel, or Extended-Stay Hotel in excess of thirty  
 79 (30) consecutive days in a one hundred eighty (180) day period may occur

80 at a Hotel, Motel, or Extended-Stay Hotel where there is a Written  
81 Contract between the Hotel, Motel, or Extended-Stay Hotel and a guest.

- 82 ii. Occupation of a Hotel, Motel, or Extended-Stay Hotel in excess of thirty  
83 (30) consecutive days in a one hundred eighty (180) day period may occur  
84 at a Hotel, Motel, or Extended-Stay Hotel where the following  
85 circumstances are present: a) a specific business entity desires such  
86 occupation for an employment-related purpose which requires temporary  
87 occupancy, including but not limited to relocation service and b) a  
88 government, charity, or insurance agency desires such occupation to house  
89 families as a result of a Natural Disaster.

- 90 4) For each person paying in cash for the occupation of a Hotel, Motel, or Extended-  
91 Stay Hotel every person operating a Hotel, Motel, or Extended-Stay Hotel shall  
92 require each such person to provide proper identification prior to renting a room.  
93 Proper identification is defined as a current and valid government issued photo  
94 identification card such as a driver's license, military identification card, state  
95 identification card, or passport. A Record shall be kept on file for the duration of  
96 the occupancy and for sixty (60) days thereafter. For the purposes of this section,  
97 the term "Record" shall mean the Hotel's, Motel's, or Extended-Stay Hotel's  
98 electronic guest registration system which stores guest identifying information  
99 such as the guest's name and the guest's address. In the event the Hotel, Motel,  
100 or Extended-Stay Hotel does not have an electronic guest registration system, the  
101 Hotel, the Motel, or the Extended-Stay Hotel shall Capture the guest's name and  
102 the guest's address. For the purposes of the section, the term "Capture" shall  
103 mean that the guest's name and the guest's address shall be written in a  
104 book/register inscribed with ink or indelible pencil.

- 105 5) For each person paying in cash for the occupation of a Hotel, Motel, or Extended-  
106 Stay Hotel, every person operating a Hotel, Motel, or Extended-Stay Hotel shall,  
107 during the occupancy of each such guest and for sixty (60) days thereafter, keep  
108 and maintain a record, either electronically or in a book/register inscribed with ink  
109 or indelible pencil, the name and valid address of the guest paying for a room.  
110 Such record shall be signed by the person renting a room or someone of his  
111 authority, and the operator of such Hotel or Motel or Extended Stay Hotel, or his  
112 agent, shall thereupon electronically enter or write, opposite such name so  
113 registered, the number of the room assigned to and occupied by such guest,  
114 together with the time when such room is rented. Until all of the aforesaid entries  
115 have been made, no guest shall be permitted to occupy any room in such Hotel or  
116 Motel. Such record is subject to inspection at all times provided that the City  
117 produces appropriate legal authorization through a warrant or subpoena.

118 (c) Provisions applicable only to Extended-Stay Hotels

- 119 1) No Extended-Stay Hotel shall be initially constructed or thereafter operated, and  
120 no Hotel may be converted to be, and operated as an Extended-Stay Hotel unless  
121 in full compliance with each of the following provisions:

- 122 i. The minimum square footage per guest room of an Extended-Stay Hotel  
123 shall be three hundred (300) square feet and limited to two adults per

- 124 room. An additional adult is allowed per each additional one hundred  
125 fifty (150) square feet, for a maximum of four adults.
- 126 ii. The Extended-Stay Hotel shall be no less than three (3) stories in height.
- 127 iii. The Extended-Stay Hotel must have enclosed, heated and air conditioned  
128 laundry space containing at least three clothes washers and three  
129 clothes dryers for guests. Such clothes washers and clothes dryers  
130 shall be in good working order.
- 131 iv. The Extended-Stay Hotel shall include a minimum of one thousand  
132 (1,000) square feet for recreational use by guests, and a minimum of  
133 twenty-five percent (25%) of the lot area shall be dedicated to such  
134 recreational use and passive recreation.
- 135 v. Maid service shall be included within the standard room rate of an  
136 Extended-Stay Hotel. Maid service shall be provided no less than two  
137 (2) times per week for each occupied guest room.
- 138 vi. Parking areas of Extended-Stay Hotels must have secured parking.
- 139 vii. No more than sixty percent (60) of Extended-Stay Hotels shall contain  
140 registrants who reside in the hotel for more than five (5) consecutive  
141 days within a one hundred eighty (180) day period. Notwithstanding  
142 this subsection (b)(1)(vii), a stay in excess of five (5) consecutive days  
143 within a one hundred eighty (180) day period may occur in an  
144 Extended-Stay Hotel in the following situations:
- 145 1. Occupation of an Extended-Stay Hotel in excess of five (5)  
146 consecutive days in a one hundred eighty (180) day period may  
147 occur at the Extended-Stay Hotel where there is a Written  
148 Contract between the Extended-Stay Hotel and the registrant; or
- 149 2. Occupation of an Extended-Stay Hotel in excess of five (5)  
150 consecutive days in a one hundred eighty (180) day period may  
151 occur at an Extended-Stay Hotel where the following  
152 circumstances are present: a) a specific business entity desires  
153 such occupation for an employment-related purpose which  
154 requires temporary occupancy, including but not limited to  
155 relocation services; and b) a government, charity, or insurance  
156 agency desires such occupation to house families in a Natural  
157 Disaster.
- 158 viii. Extended-Stay Hotels shall be classified as one of the following chain  
159 segments to operate in the City: Upper Midscale; Upscale; Upper  
160 Upscale; or Luxury as classified by the STR Chain Scales Report. No  
161 Extended-Stay Hotels shall be constructed or thereafter operated  
162 unless the Extended-Stay Hotel is classified in one of the applicable  
163 segments. For the purposes of this section, "the STR Chain Scales  
164 Report" means a report produced by Smith Travel Research, a leading  
165 lodging industry data and benchmarking firm, which is updated on an  
166 annual basis to reflect equivalent Average Daily Rates (ADR) across  
167 lodging chains within a particular market or geography.

- 168 ix. The City may re-evaluate the chain scale classification report every twelve  
 169 (12) months to reflect current market conditions.  
 170 x. No occupational tax certificate shall be issued for conduct of business  
 171 from a guest room of an Extended-Stay Hotel, and no home  
 172 occupation shall be conducted from such room.  
 173 xi. Each guest room of an Extended-Stay Hotel shall be equipped with a  
 174 sprinkler system and hard wired smoke detector approved by the fire  
 175 marshal.  
 176 xii. The Extended-Stay Hotel shall provide a fifty (50) foot undisturbed buffer  
 177 from any property zoned for multi-family residential purposes and/or a  
 178 100-foot undisturbed buffer from any property zoned for single-family  
 179 residential uses.  
 180 xiii. The common areas and unoccupied rooms of the Extended-Stay Hotel are  
 181 subject to inspection by the College Park Police Department, College  
 182 Park Code Enforcement, the College Park Fire Department and/or the  
 183 Clayton and/or Fulton County Health Department if there is suspicion  
 184 that the Extended-Stay Hotel is being used for criminal activity,  
 185 housing of last resort, or in violation of the zoning ordinances.  
 186 xiv. An Extended-Stay Hotel that fails to meet the requirements of the  
 187 hereinabove subsections (i) through (xiv) is prohibited from offering  
 188 Fixed Cooking Appliances in more than five percent (5 %) of its total  
 189 guest rooms. Further, any Extended-Stay Hotel that fails to meet the  
 190 requirements of this section shall be subject to citation for each day of  
 191 noncompliance. Each day of noncompliance shall constitute a separate  
 192 offense punishable by a separate citation.”  
 193

194 **Section 2.** That the City Code, Appendix A, Zoning, Article III, Definitions, Section 1, is  
 195 hereby amended by striking through the existing text of Subsection 30a and inserting new text, in  
 196 lieu thereof, to read and to be codified as follows:

197 “(30a) *Hotel, Extended-Stay.* Any building containing six (6) or more guest rooms  
 198 rented or leased for sleeping purposes in which more than five percent (5%) of the guest rooms  
 199 therein contain Fixed Cooking Appliances.”  
 200

201 **Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all  
 202 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their  
 203 enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

204 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest  
205 extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this  
206 Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this  
207 Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the  
208 greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this  
209 Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase  
210 of this Ordinance.

211 (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance  
212 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise  
213 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the  
214 express intent of the Mayor and Council that such invalidity, unconstitutionality or  
215 unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional  
216 or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or  
217 sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases,  
218 clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional,  
219 enforceable, and of full force and effect.

220 **Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby  
221 expressly repealed.

222 **Section 5.** The preamble of this Ordinance shall be considered to be and is hereby  
223 incorporated by reference as if fully set out herein.

224 **Section 6.** This Ordinance shall be codified in a manner consistent with the laws of the  
225 State of Georgia and the City.



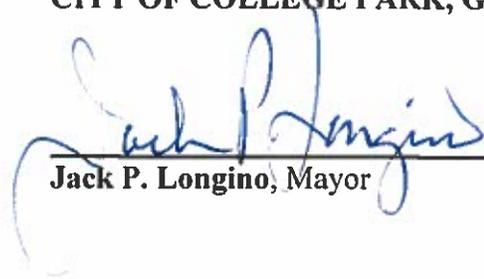
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**CITY OF COLLEGE PARK, GEORGIA**

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**Jack P. Longino, Mayor**

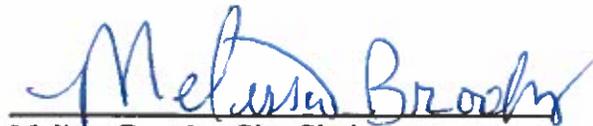
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**ATTEST:**

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**Melissa Brooks, City Clerk**

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**APPROVED AS TO FORM:**

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**Steven M. Fincher, City Attorney**