

STAFF REPORT

From the Department of Community Development
August 6, 2025

CASE NUMBER: SUSE-0113-2025
APPLICANT: Latasha M. Collier
REQUEST: A Special Exception to allow a residential business
LOCATION: 216 Warhawk Drive; Parcel No: 0P0750 081000

REQUEST ANALYSIS: The subject property owner wants to operate a daycare home for up to six (6) children in a portion of the house as a residential business.

Residential businesses are small offices or small-scale retail or service businesses in which customers or clients come to the house and are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes.

STANDARDS FOR SPECIAL EXCEPTIONS:

1. *Does the proposed use comply with the Comprehensive Plan and other adopted plans applicable to the subject property?*
The primary use of the structure is a single-family home, which fits the Suburban Residential character area, as this area is identified in the Joint 2022 Comprehensive Plan.
2. *Will the proposed use impact traffic volume or traffic flow and pedestrian safety in the vicinity?*
The proposed use will not negatively impact the flow of traffic or pedestrian safety. There is ample space in the driveway of the residence for pick-up and drop-off, and the primary use of the dwelling is as a residence.
3. *Will the hours and manner of operation of the proposed use impact nearby properties and uses in the vicinity?*
The secondary use of the dwelling as a daycare home should have no impact on surrounding uses and properties.
4. *Will parking, loading/service, or refuse collection areas of the proposed use impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor?*
Drop-off and pick-up will occur in the driveway of the dwelling, eliminating the potential for impact on nearby properties. There shall be no changes made to the home or business activity conducted outside of the home that could negatively impact surrounding properties with regard to noise, light, glare, smoke, or odor.
5. *Will the height, size, and/or location of proposed structures be compatible with the height, size, and/or location of structures on nearby properties in the vicinity?*
There are no changes being made to the structure. It remains a single-family home in a residential area.
6. *Is the parcel a sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use?*

There is no expected expansion of the proposed use.

7. *Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.*
Services already exist to the property; there is no excessive burden expected.

Staff Recommendation:

Staff recommends approval as submitted.

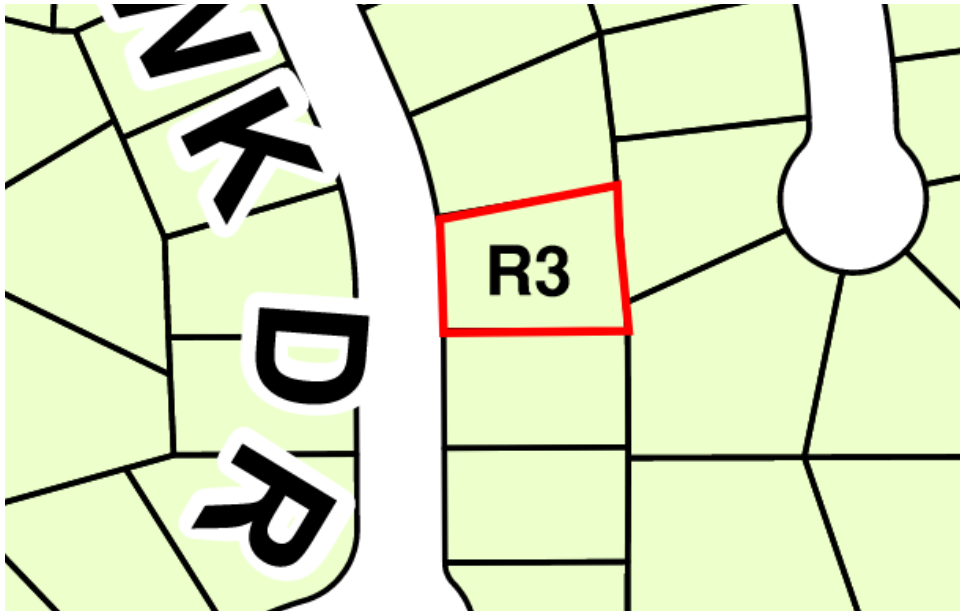


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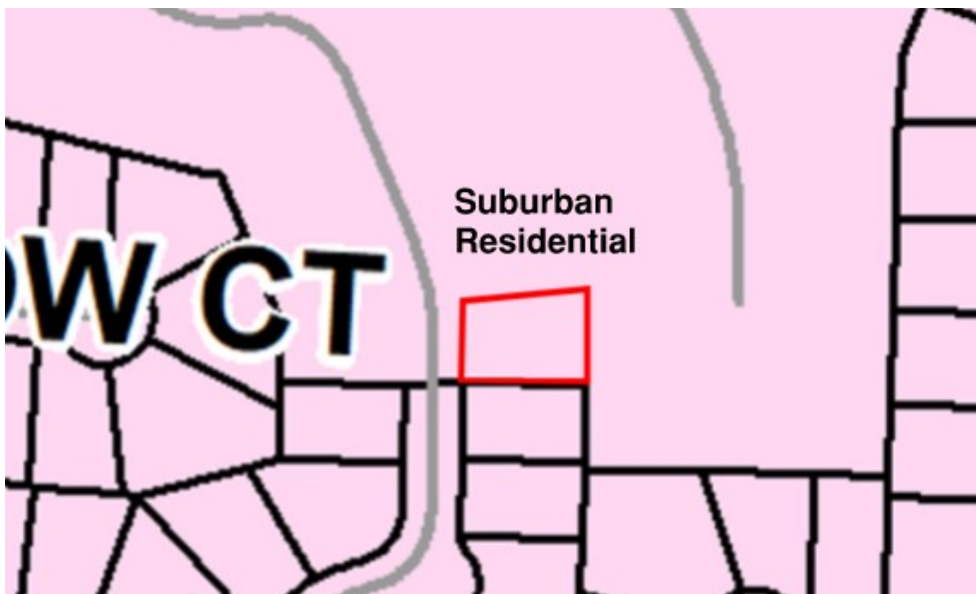
216 Warhawk Dr

Special exception to allow a daycare home as a residential business.

Aerial



Zoning



Character Area



Where Georgia comes together.

Application for Special Exception

Contact Community Development (478) 988-2720

Application # SUSE
0113-2025

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Latasha Monique Collier	
*Title	New Mercies Child Care	
*Address	216 Wauhatch Drive, Kothman, Ga	
*Phone		
*Email		

Property Information

*Street Address	216 Wauhatch Drive
*Tax Map Number(s)	87581
*Zoning Designation	R3

Request

*Please describe the proposed use:	Family Home Daycare. I'll be caring for up to six children in my home.
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Instructions

1. The application and *\$316.00 fee (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than the date reflected on the attached schedule.
2. *The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
3. *For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Special Exception applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
6. *The applicant must be present at the hearings to present the application and answer questions that may arise.
7. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
8. *Signatures:

*Applicant	Latasha M. Collier	*Date	7/2/2025
*Property Owner/Authorized Agent		*Date	

Standards for Granting a Special Exception

The applicant bears the burden of proof to demonstrate that an application complies with these standards.

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? *NO, I'm not aware of any restrictions*

- (1) Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property; *YES*
- (2) Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity; *NO traffic will be blocked and pedestrian is safe*
- (3) Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity; *NO, Day care hours are from 6:30 am - 5:30 pm Monday thru Friday*
- (4) Whether parking, loading/service, or refuse collection areas of the proposed use would impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor; *NO*
- (5) Whether the height, size, and/or location of proposed structures is compatible with the height, size, and/or location of structures on nearby properties in the vicinity; *YES*
- (6) Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use; and *YES, my home has enough space for future growth*
- (7) Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools. *NO*

Keodyia Durden Reed
Camp Humphreys, South Korea

July 3, 2025

Monique Collier
216 Warhawk Dr
Kathleen, GA 31047

Authorization to Use Property

Dear Mrs. Collier,

I, Keodyia Durden Reed, hereby grant you permission to use my property located at 216 Warhawk Dr in Kathleen Georgia for your business.

This authorization is effective immediately to operate. Please adhere to the following terms:

Ensure the premise is maintained in a clean and orderly manner.

Comply with all local, state, and federal regulations governing business operations.

Provide proof of insurance for liability coverage during the operation of the business.

Notify me in advance of any planned changes to the operation of the business.

Should you have any questions or need further clarifications, feel free to contact me thru my email stated above.

Sincerely Owner,
Keodyia Durden Reed

STATE OF GEORGIA
COUNTY OF HOUSTON

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of July, 2024, by and between Detavisau Collier and Monique Collier (herein collectively, "Tenant") and Christopher Reed and Keodyia Reed (herein "Landlord").

WITNESSETH:

FOR AND IN CONSIDERATION OF the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Premises, Term, Rent. Landlord demises and lets to Tenant the following described premises in Houston County, Georgia, known and designated as 216 Warhawk Drive, Kathleen, GA., 31047 (the "Premises"), the legal description of said premises being attached hereto as Exhibit "A", for a term of 12 (TWELVE) months, to commence on August 1, 2024 and to end on July 31, 2025 at 11:59 p.m. (the "term") and Tenant covenants and agrees to pay Landlord a rental of \$ [REDACTED] per month rent payable as follows: [REDACTED] upon execution of this lease as the rent for the first month and rent in the amount of \$ [REDACTED] on the first day of the month for each month thereafter throughout the term hereof.

2. Peaceful Enjoyment, Use By Tenant. Landlord covenants that, on paying the rent and performing the covenants contained in this lease, Tenant shall and may peaceably and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall use the leased premises exclusively for a private residence, and shall not, without Landlord's consent, assign this lease, or let or underlet the whole or any part of the leased premises, or make any alterations. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

3. Abandonment. If the leased premises, or any part of the premises, shall become vacant during the term of this lease, Landlord may, on giving ten (10) days' written notice to Tenant, declare this lease forfeited and shall, in such event, make reasonable efforts to relet the premises. Tenant shall be liable to Landlord for all damages suffered by Landlord by reason of such forfeiture. Damages shall include, but shall not be limited to, all actual damages suffered by Landlord, until the property is relet, including reasonable expenses incurred in reletting or in attempting to relet; and the difference between the rent received when the property is relet and the rent reserved under this lease. Until the premises have been relet, Tenant agrees to pay to Landlord, on the same days as rental payments are due under this lease, the actual damages suffered by Landlord since the last payment, either of rent or damages, was made. After the premises have been relet, Tenant agrees to pay to Landlord, on the last day of each rental period, the difference between the rent received for the period from reletting and the rent reserved under this lease for that period.

4. Utilities. Tenant shall pay all charges for water, electricity, gas, cable television, telephone service, garbage pickup or any other utility or service utilized by Tenant in connection with its use of the premises.

5. Use and Maintenance of Grounds. Landlord agrees that Tenant shall have the free use of all fruit, vegetables, and other products of the premises during the term of this lease. Tenant agrees to keep the grounds in neat order and condition, to permit no waste or injury to the trees, shrubbery, or vines, and not to remove them from the premises.

6. Animals. Tenant shall keep no domestic or other animals on or about the leased premises without the written consent of Landlord except that Landlord shall permit tenant to have no more than two (2) cats on the premises.

7. Sanitation. Tenant shall comply with all sanitary laws, ordinances, and rules, and all orders of the board of health or other authorities affecting the cleanliness, occupancy, and preservation of the demised premises and the sidewalks connected to the premises, during the term of this lease.

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8. Hazardous Materials. Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might increase the chance of eruption of fire on the leased premises, or that, ordinarily, would be considered "hazardous" or "extra hazardous" by any responsible insurance company.

9. Responsibilities of Tenant. Tenant shall keep the fixtures in the house or on or about the leased premises in good order, clean and free from dirt and debris. Tenant shall also avoid misuse, waste, or neglect of fixtures. Tenant further agrees that no signs shall be placed or painting done on or about the leased premises without the consent of Landlord.

10. Repairs. Tenant shall be solely responsible for everyday maintenance and repair required by virtue of Tenant's normal and reasonable use of the premises. Upon written notice from Tenant, Landlord will repair any condition caused by normal wear and tear, which also materially affects the physical health or safety of an ordinary tenant, or otherwise required by law. Landlord agrees to put the leased premises in good order and condition before the time for giving possession to Tenant, and Landlord or Landlord's agents shall have the right to enter the leased premises, or any part of the premises, at all reasonable hours with reasonable notice to Tenant during the term of the lease for the purpose of inspection or of making such repairs or alterations as may be necessary for the preservation of the premises in safe condition. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

11. Loss or Destruction of Premises. If the leased premises become totally untenable after a casualty loss such as fire, smoke, hail, explosion, earthquake, or other casualty, and if the casualty loss is not due to the negligence or fault of the Tenant or the Tenant's family, guests, or invitees, either Landlord or Tenant may terminate the rental agreement at any time prior to completion of repairs by giving written notice to the other. In such an event, the Tenant shall only be entitled to a pro rata refund of rent from date of move-out and a refund of any security deposit as required by law. If the leased premises become partially untenable after a casualty loss of the sort listed above, and if the casualty loss is not due to the negligence or fault of the Tenant or the Tenant's family, guest, or invitees, and if the casualty is an insured casualty, the premises will be repaired by Landlord within a reasonable time, provided that the time period for repair will not commence until insurance proceeds are received by the Landlord. In such a case, there will be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable. Notwithstanding the above, if the leased premises should be damaged to the extent that Landlord shall decide not to rebuild, the term of this lease shall end and the rent shall be pro-rated up to the time of the damage.

12. Reletting The Property. During the last three (3) months of this lease, Landlord or Landlord's agent shall have the privilege of displaying the usual "For Sale" or "For Rent" signs on the premises and of showing the property to prospective purchasers or tenants.

13. Surrender of Premises at Termination of Lease. At the expiration of the lease term, Tenant shall leave and surrender the demised premises in as good state and condition as they were in at the commencement of the term, reasonable use and wear of the premises and repairs by the elements excepted.

14. Default. If any default be made in the payment of rent, or any part of the rent, at the times specified, or if any default be made in the performance of any other covenants or agreements contained in this lease, the lease, and the relation of landlord and tenant, at the option of Landlord, shall wholly cease and terminate. Further, the happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (A) Tenant fails to pay the rental as provided for herein; (B) Tenant abandons or vacates the Premises; or (C) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease.

15. Remedies on Default. Upon the occurrence of an Event of Default, Landlord, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of terminating this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall

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remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice. In addition, if court action is required, Landlord shall be entitled to recover all costs incurred in connection with collecting all outstanding rent due, together with any costs, including reasonable attorneys' fees in connection with a dispossession proceeding.

16. Late Fees. Rent is due and payable on the first day of the month. Rent paid after the first day of the month shall be deemed late and constitute an event of default. Notwithstanding, should Landlord agree to accept late rent, a late charge of \$50.00 shall be added to the rent due if paid after the fifth (5th) day of the month.

17. Early Termination. Should Tenant elect to terminate this Lease prior to the expiration of the initial term or any extensions thereof, such a termination shall not be effective until 11:59 p.m. on the last day of the month following the month that notice is received in writing by the Landlord. In addition, as a fee for early termination, Tenant shall pay to Landlord, in addition to all rent due until the effective date of the notice, an amount equal to two (2) months rent under this Lease.

18. Security Deposit. Tenant shall deposit with Landlord upon execution of this Lease \$ N/A as a security deposit which shall be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease of Tenant. If any of the rents or other charges or sums payable by Tenant to Landlord shall be overdue and unpaid or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant performs all of Tenant's other obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

19. Indemnification, Damages. Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Landlord shall not be responsible for any loss or damage to Tenant or Tenant's property.

20. Modifications, Alterations To Premises. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's written request. All approved alterations, additions and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease.

21. Governmental Regulations. Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party by certified mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

22. Condemnation. If the whole of the Premises, or such portion thereof as will make the Premises unusable, are condemned by any legally constituted authority for any public use or purposes, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to

the rights of either Landlord, individually, or on behalf of the Tenant, to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that the Tenant shall have no rights in any award made to Landlord by any condemnation authority notwithstanding the termination of the Lease as herein provided.

23. Assignment/Subletting. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant.

24. Subordination. At the option of Landlord, Tenant agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the "Security Deeds") affecting the Premises, and Tenant shall promptly execute and deliver to Landlord such certificate or certificates in writing as Landlord may request, showing the subordination of the Lease to such Security Deeds, and in default of Tenant so doing, Landlord shall be and is hereby authorized and empowered to execute such certificate in the name of and as the act and deed of Tenant, this authority being hereby declared to be coupled with an interest and to be irrevocable. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows: (A) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (B) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (C) the date to which any rent and other charges have been paid in advance, if any; and (D) such other matters as Landlord may reasonably request. Tenant irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of Tenant, any document provided for in this paragraph.

25. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under this Lease shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under.

26. Attorney Fees. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding, in an amount at least equal to fifteen percent of any damages due from the non-prevailing party. Furthermore, Landlord and Tenant agree to pay the attorney's fees and expenses of (A) the other party to this Lease (either Landlord or Tenant) if it is made a party to litigation because of its being a party to this Lease and when it has not engaged in any wrongful conduct itself.

27. Rights - Cumulative, Waiver, Severability, Governing Law. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliances by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. If any provision hereof shall be deemed unenforceable by a Court of Law, the remainder of this Lease shall remain in full force and effect in the absence of the provision deemed unenforceable. The laws of the State of Georgia shall govern this Lease.

28. Miscellaneous. In addition to the above, the following terms shall apply:

- a. Tenant shall not smoke or allow others to smoke within the premises.
- b. Tenant shall have carpet professionally cleaned upon termination of the lease or at the end of its occupancy of the premises.

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IN WITNESS WHEREOF, the parties have set their hands and seals on the date first written above.

Authenticsign
Christopher Reed

LANDLORD

Authenticsign
Keodyia Reed

Authenticsign
Detavisau Collier

TENANT

Authenticsign
Monique Collier

TENANT