



Where Georgia comes together.

## **STAFF REPORT**

From the Department of Community Development  
December 23, 2024

**CASE NUMBER:** SUSE-0148-2024  
**APPLICANT:** Lei Zhang  
**REQUEST:** A Special Exception to allow a short-term residential rental  
**LOCATION:** 204 Amherst St; Tax Map No. 0P0570 239000

REQUEST ANALYSIS: The subject property owner proposes to offer the **3-bedrooms/2-bath** house for short-term rental for a maximum of **5** occupants. The subject premises was inspected for minimum safe and health standards and **passed**. This property was previously issued a STR permit in 2023, but that approval lapsed. The applicant is applying to have the permit reissued.

| <b>Standards for Short-term Rental Properties (Section 4-3.5 of the LMO)</b>  |          |
|---|----------|
| 1,000-foot buffer from another STR and only one STR per premises  | Complies |
| Designation of local contact person   | Complies |
| Host Rules addressing: <ul style="list-style-type: none"> <li>• Maximum occupancy of <b>5</b> persons</li> <li>• Parking restrictions; on-premises parking of up to <b>4</b> vehicles</li> <li>• Noise restrictions</li> <li>• On-premises curfew</li> <li>• Prohibition of on-premises events</li> </ul> | Complies |
| Trash pick-up plan  | Complies |
| Required written rental agreement   | Complies |
| Proof of required active insurance policy   | Complies |
| Application for City of Perry Occupational Tax Certificate  | Complies |
| Other standards will be addressed with the issuance of an STR permit  |          |

### **STANDARDS FOR SPECIAL EXCEPTIONS:**

Are there covenants and restrictions pertaining to the property which would preclude the proposed use of the property? The applicant indicates that there is no Homeowner's Association nor covenants or restrictions on the subject property which would preclude the proposed use.

Does the Special Exception follow the existing land use pattern?

|         | <b>Zoning Classification</b>                                     | <b>Land Uses</b>          |
|---------|--|---------------------------|
| Subject | PUD, Planned Unit Development                                    | Single-family residential |
| North   | PUD, Planned Unit Development and R-1, Single-family Residential | Single-family residential |
| South   | PUD, Planned Unit Development                                    | Single-family residential |
| East    | PUD, Planned Unit Development                                    | Single-family residential |
| West    | R-1, Single-Family Residential                                   | Undeveloped               |

Will the Special Exception have an adverse effect on the Comprehensive Plan? The subject property is included in a "Suburban Residential" character area in the 2022 Joint Comprehensive Plan. This character area is typically developed with a mix of residential uses.

Will adequate fire and police protection be available? Fire and police protection are already provided to the property. The proposed use should not impact these services.

Will the proposed use be of such location, size, and character that it is not detrimental to surrounding properties? Renting the existing house on a short-term basis should not be detrimental to surrounding properties. Other than the tenants changing on a more frequent basis, short-term rental should not be any different than the normal occupancy of a single-family residence.

Will the use interfere with normal traffic, pedestrian or vehicular, in the neighborhood? Short-term rental of the residence should not cause inappropriate interference with the normal pedestrian and vehicular traffic in the neighborhood.

Will the use result in an increase in population density overtaxing public facilities? Short-term rental of the residence should not increase the population density above that expected for the size of the house.

Will the use create a health hazard or public nuisance? Short-term rental of the residence should not create a health hazard. Compliance with standards for short-term rentals will prevent a public nuisance.

Will property values in adjacent areas be adversely affected? Short-term rental of the residence should not adversely affect the value of properties in the area.

Are there substantial reasons a permitted use cannot be used at this property? The property is developed with a permitted use. The special exception is to allow the single-family residence to be rented on a less than 30-day basis.

**STAFF RECOMMENDATION:** Staff recommends approval of the special exception and issuance of a Short-Term Rental Permit.

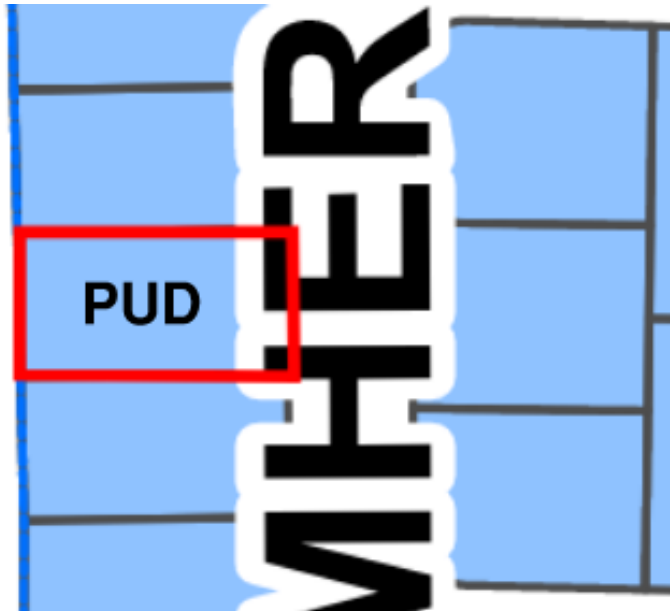


SUSE-0148-2024

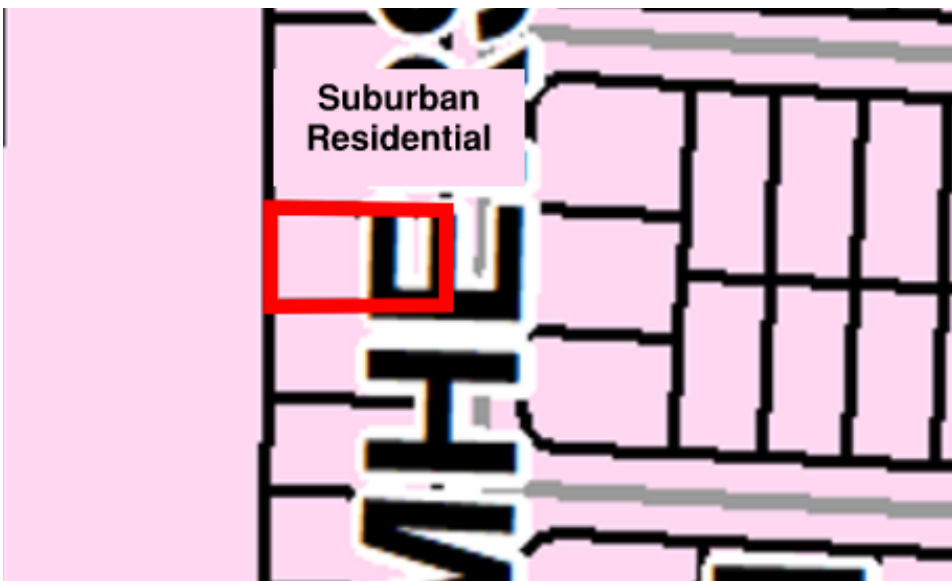
204 Amherst St

Special Exception for  
Residential Short-term  
Rental

Aerial



Zoning



Character Area



Where Georgia comes together.

### Application for Special Exception

Contact Community Development (478) 988-2720

Application # *SUSE*  
*0148-2024*

\*Indicates Required Field

|          | *Applicant                    | *Property Owner               |
|----------|-------------------------------|-------------------------------|
| *Name    | <i>Lei zhang</i>              | <i>Lei zhang, Hongwei Liu</i> |
| *Title   |                               |                               |
| *Address | <i>204 Amherst st. street</i> |                               |
| *Phone   | [REDACTED]                    |                               |
| *Email   | [REDACTED]                    |                               |

#### Property Information

|                    |                           |                     |              |
|--------------------|---------------------------|---------------------|--------------|
| *Street Address    | <i>204 Amherst street</i> | <i>Kathlam GA</i>   | <i>31047</i> |
| *Tax Map Number(s) | <i>0P0570 234000</i>      | *Zoning Designation | <i>PUD</i>   |

#### Request

\*Please describe the proposed use:

*Short Rental property*

#### Instructions

- 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.
- \*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.
- \*For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.
- 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.
- 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.
- \*The applicant must be present at the hearings to present the application and answer questions that may arise.
- 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.
- \*Signatures: *Lei zhang*

|                                  |                  |       |                 |
|----------------------------------|------------------|-------|-----------------|
| *Applicant                       | <i>Lei zhang</i> | *Date | <i>Nov 19</i>   |
| *Property Owner/Authorized Agent | <i>Lei zhang</i> | *Date | <i>11/19/24</i> |

**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?

- (1) The existing land use pattern.
- (2) Whether the proposed use is consistent with the Comprehensive Plan.
- (3) Whether all proposed structures, equipment or material will be readily accessible for fire and police protection.
- (4) Whether the proposed use will be of such location, size, and character that, in general, it will be in harmony with the appropriate and orderly development of the area in which it is proposed to be situated and will not be detrimental to the orderly development of adjacent properties or a deterrent to the improvement of adjacent properties in accordance with the zoning classification of such properties, the existing land use pattern or the Comprehensive Plan.
- (5) Whether, in the case of any use located in, or directly adjacent to, a residential district or area:
  - (a) The nature and intensity of operations will be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons in connection therewith will not be hazardous or inconvenient to, or incongruous with, said residential district or area, or conflict with the normal traffic of the neighborhood; and
  - (b) The location and height of buildings, and other structures, and the nature and extent of screening, buffering or landscaping on the site will be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings in conformance with existing zoning districts and development pattern.
- (6) Whether the proposed use will increase the population density resulting in the increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.; or approval of the use would encourage adjacent areas to develop at higher densities than provided in the comprehensive plan resulting in the overtaxing of such public facilities.
- (7) Whether the proposed use will cause a health hazard, a public safety problem, or create a nuisance or cause excessively increasing traffic and associated congestion; create a drainage problem; generate unnecessary disturbance due to noise, the emission of smoke or other contaminants, odor, electrical interference, or cause pollution to land, air and/or water.
- (8) Whether the proposed change will adversely affect property values in adjacent areas.
- (9) Whether there are substantial reasons why the property cannot be used for a permitted use in the district where the property is located.



**City of Perry, GA**  
1211 Washington Street  
P.O. Box 2030  
Perry, Georgia 31069  
(478) 988-2740

## OCCUPATIONAL TAX CERTIFICATE

**Business Name:** COZY HOME  
**Business Location:** 204 AMHERST ST  
PERRY, GA 31069  
**Owner:** LEI ZHANG  
**Manager:**  
**License Number:** OTC-006219  
**Issued Date:** 12/31/2024  
**Expiration Date:** 12/31/2025  
**Mailing Address:** 204 AMHERST ST  
PERRY, GA 31069

**Business Type(s):** 721199 Tourist homes  
**License Type:** Occupational Tax Certificate  
**Classification:** General Business

*Chrysta Hays*

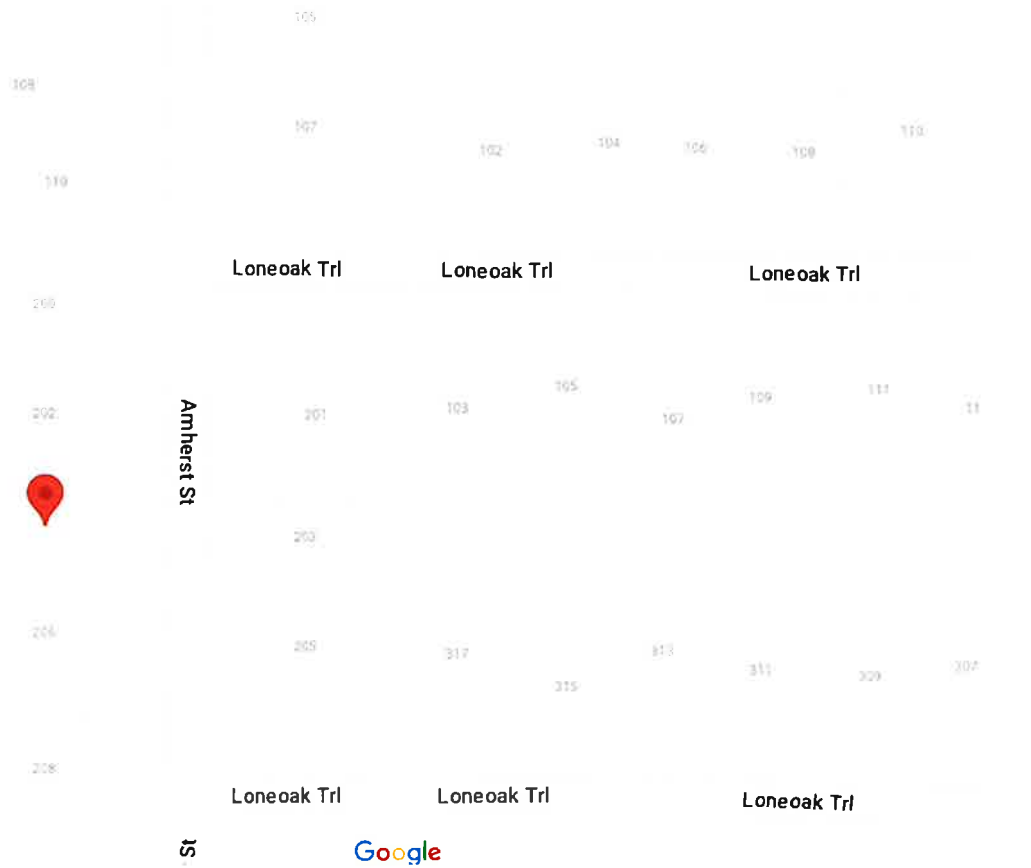
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Issued By

**TO BE POSTED IN A CONSPICUOUS PLACE**

## House Rules

- PETS
  - No pets are allowed in this house.
- LATE CHECK-OUT PENALTY
  - Check-out time is 11:00 AM. \$100 penalty will be applied to your booking when you check out after 11:00 AM.
- PARKING
  - Parking on the driveway only
  - Don't park on the side of the road
- SMOKING
  - No smoking inside the house
- QUIET TIME
  - Please avoid making any loud noise from 10 pm till 9 am to allow neighbors a peaceful night
  - If any neighboring residents report excessive noise or unruly behavior, we may have to evict you from our property. This could result in the loss of all your payment.
- ADDITIONAL RULES
  - Parties and gatherings of any kind are strictly prohibited in this house
  - Max number of guests is 5
  - No unregistered guests
  - No illegal substances
  - No food and drinks in bedrooms
  - No mail delivery to this property, and food delivery is acceptable.
  - Please lock the door when you leave the house

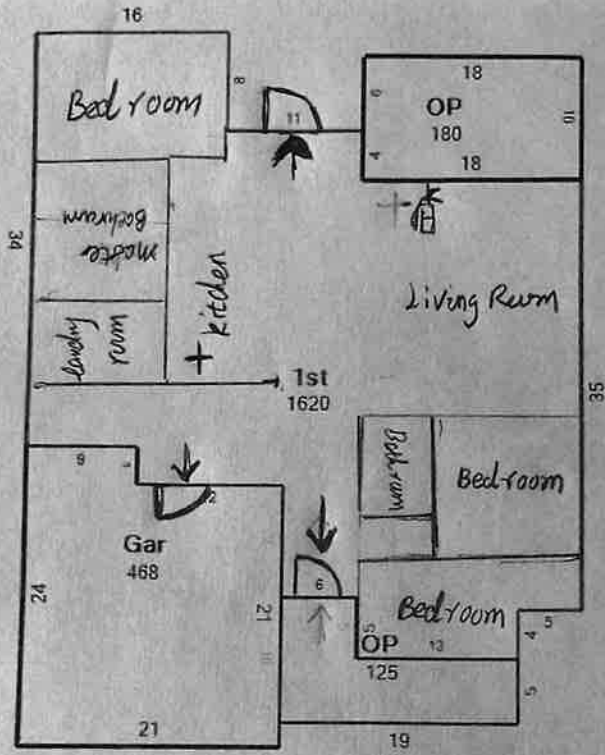


All cars only can park on the driveway





4 cars max on the driveway



 door

 Fire extinguisher

 Exit

 First Aid

## **GUEST SHORT-TERM RENTAL AGREEMENT**

- **PETS**
  - No pets are allowed in this house
- **LATE CHECK-OUT PENALTY**
  - Check-out time is 11:00 AM. \$100 penalty will be applied to your booking when you check out after 11:00 AM.
- **PARKING**
  - Parking on the driveway only
  - Don't park on the side of the road
- **SMOKING**
  - No smoking inside the house
- **QUIET TIME**
  - Please avoid making any loud noise from 10 pm till 9 am to allow neighbors a peaceful night
  - If any neighboring residents report excessive noise or unruly behavior, we may have to evict you from our property. This could result in the loss of all your payment.
- **ADDITIONAL RULES**
  - Parties and gatherings of any kind are strictly prohibited in this house
  - Max number of guests is 5
  - No unregistered guests
  - No illegal substances
  - No food and drinks in bedrooms
  - No mail delivery to this property, and food delivery is acceptable.
  - Please lock the door when you leave the house

## **ACKNOWLEDGEMENT OF HOUSE RULES & CITY ORDINANCES**

- Guest has acknowledged that they have read and will abide by all host rules that have been outlined in the property listing & Property guidebook.
  - Guest has acknowledged that his/her rights in agreement may not be transferred or assigned to anyone else.
  - Guest has acknowledged that it is unlawful to make any noise or sound that exceeds the limits set forth in the cities noise ordinance.
  - Guest acknowledges and agrees that violation of agreement of this section may result in immediate termination of agreement and eviction for the short term rental unit by owner or local contact person as well as the potential liability for payments of fines levied by the city.
  
- The parties have executed the Rental Agreement on the dates indicated below.
  
- House Owner:
  - Print Name: \_\_\_\_\_
  - Signature: \_\_\_\_\_
  - Date: \_\_\_\_\_
  
- Booking Guest
  - Print Name: \_\_\_\_\_
  - Signature: \_\_\_\_\_
  - Date: \_\_\_\_\_

**State Farm Fire and Casualty Company**  
 A Stock Company With Home Offices in Bloomington, Illinois

Po Box 2915  
 Bloomington IL 61702-2915

**Named Insured**

LIU, HONGWEI  
 204 AMHERST ST  
 KATHLEEN GA 31047-4180

9L-27-350A-FC03 F M

**RENEWAL DECLARATIONS**

|   |                       |                        |
|---|-----------------------|------------------------|
| <b>Policy Number</b>  | [REDACTED]            |                        |
| <b>Policy Period</b>  | <b>Effective Date</b> | <b>Expiration Date</b> |
| 12 Months   | JUL 6 2024            | JUL 6 2025             |
| The policy period begins and ends at 12:01 am standard time at your mailing address as shown. |                       |                        |

Entity: Individual

**COMMERCIAL LIABILITY UMBRELLA POLICY**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically upon payment of the renewal premium when due subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated we will give you written notice in compliance with the policy provisions or as required by law.

| Coverage(s)  | Limits of Insurance |
|--|---------------------|
| Coverage L - Business Liability (Each Occurrence)  | \$ 1,000,000        |
| Coverage L - Business Liability (Annual Aggregate) | \$ 1,000,000        |
| <b>Self-Insured Retention</b>                      | \$ 10,000           |

| Coverage  | Required Underlying Insurance Schedule                      | Minimum Underlying Limits |
|---|---|---------------------------|
| <b>Automobile Liability (Other than Buses and Passenger Vans)</b> | Bodily Injury (Each Person/Each Accident)                   | \$ 500,000 / \$ 500,000   |
|   | Property Damage (Each Accident)                             | \$ 100,000                |
|   | --or--<br>Bodily Injury and Property Damage (Each Accident) | \$ 500,000                |
| <b>Rental Premises Liability</b>                                  | Bodily Injury and Property Damage (Per Occurrence)          | \$ 500,000                |
|   | Bodily Injury and Property Damage (Annual Aggregate)        | \$ 1,000,000              |

|                                 |           |                       |           |
|---------------------------------|-----------|-----------------------|-----------|
| <b>Forms &amp; Endorsements</b> |           | <b>Policy Premium</b> | \$ 250.00 |
| Commercial Umb Coverage Form    | CU-2100   |                       |           |
| *Terrorism Insurance Cov Notice | FE-6999.3 |                       |           |
| Amendatory Endorsement          | CU-2211.3 |                       |           |
| Lead Poisoning Exclusion        | CU-2339   |                       |           |
| Policy Endorsement              | CU-2474.3 |                       |           |

\* New Form Attached **Other limits and exclusions may apply - refer to your policy**

Continued on Reverse

CU-2000 Prepared  
 1110 299 I MAY 08 2024  
 E C3

JEFF XU  
 (678) 498-8089

© Copyright. State Farm Mutual Automobile Insurance Company, 2008.

555-930.2 (012941c) 11-20-2008

96 000335 MAY 08 2024 3129 27

**Continued from Front**

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Your policy consists of these Declarations, the Commercial Liability Umbrella Coverage Form, and any other forms and endorsements that apply.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youell*  
Secretary

*Michael F. Lipnow*  
President

In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

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## NOTICE OF REDUCTION IN COVERAGE

**CU-2474.3 POLICY ENDORSEMENT** is added to your State Farm® policy and replaces **CU-2474.1 POLICY ENDORSEMENT**.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

**LIABILITY DEFINITIONS: Paragraph 18. Personal and Advertising Injury:**

Infringement of another's patent, trademark, or trade secret is no longer within the definition of personal and advertising injury.

**BUSINESS LIABILITY EXCLUSIONS: Paragraph 20. Personal and Advertising Injury:**

Damages from infringement of another's patent, trademark, or trade secret continue to be specifically excluded under this policy.

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*DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.*

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