

STATE OF GEORGIA

CITY OF SNELLVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 2.80± ACRE TRACT OF LAND LOCATED AT 1784 PRESIDENTIAL CIRCLE, SNELLVILLE, GEORGIA; TO GRANT A SPECIAL USE PERMIT; TO GRANT VARIANCES; TO ADD CONDITIONS AFFECTING THE PROPERTY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CASE NUMBER: #SUP 20-01

PROPERTY OWNER: SCG LH Snellville L.P.

LOCATION: 1784 Presidential Circle, Snellville, GA
(the "Property")

TAX PARCEL: R5041 187

DEVELOPMENT/PROJECT: Extended Stay Hotel

APPLICANT/CONTACT: Jeremy Cloud, General Counsel
SCG LH Snellville, L.P.
980 Hammond Drive, Suite 500
Atlanta, GA 30328
(770) 799-5218
jeremy.cloud@intownsuites.com

WHEREAS, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

WHEREAS, prior to the passage of Ordinance Number ZOA 19-03, InTown Suites operated a Hotel within the City Limits of Snellville which carried on business practices which would now cause it to operate as a non-conforming business; and

WHEREAS, the City of Snellville and Applicant would prefer that InTown Suites operate as a conforming business and thus be subject to Ordinance Number ZOA 19-03 which the City believes is in the best interests of the health, safety, and welfare of the citizens of Snellville, Georgia; and

WHEREAS, the governing authority of the City of Snellville, Georgia desires to amend its official zoning map as it applies to the 2.80± acre tract of land located at 1784 Presidential Circle, Snellville, Georgia (Tax Parcel R5041 187) and grant the requested special use permit to operate as legally conforming entity under Ordinance Number ZOA 19-03 (capitalized terms not defined herein shall have the meaning used within the foregoing Ordinance Number); and,

WHEREAS, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. A special use permit is hereby granted for 2.80± acre tract of land located at 1784 Presidential Circle, Snellville, Georgia (Tax Parcel R5041 187), described and shown on the ALTA Land Survey sealed and dated 5-27-2015 entitled “Crestwood Suites 1784 Presidential Circle, Gwinnett County, Snellville, Georgia” attached hereto and incorporated herein as reference as Exhibit “A”, to allow the Applicant (including its successors and assigns) to operate as legally conforming entity under Ordinance Number ZOA 19-03 subject to the following enumerated variances and conditions:

VARIANCES:

- (a) The Applicant is granted a variance from Section 22-143 (d) of the Code of Snellville, Georgia (Code) which requires in the hotel employee attendant in the lobby twenty-four (24) hours a day. As a condition of this variance, Applicant shall provide that a bona fide employee of InTown Suites, capable of assisting, communicating, and cooperating with the police or other law enforcement officials in maintaining the public health, welfare, and safety shall be present and on-call in the hotel twenty-four (24) hours a day, but is not required to remain in the lobby. The lobby is not required to be open twenty-four (24) hours a day.
- (b) The Applicant is granted a variance from Section. 22-145 (a) of the Code, removing the requirement that each patron must have a vehicle on-site.
- (c) The Applicant is granted a variance from Section. 22-145 (c) of the Code, regarding connecting doors between rooms. Although there are eighteen (18) rooms which have a connecting door between them, these doors are not authorized for use by Patrons or Guests and it is understood that these doors must remain locked and may not be utilized to connect two rooms.
- (d) The Applicant is granted a variance from Sec. 22-148 (a) of the Code, to provide that the Applicant may utilize up to 72 individual guest rooms to be occupied by any person for more than one hundred and eighty (180) consecutive days, provided, however, that any transferee or owner of the Property subsequent to SCG LH Snellville L.P. (or any) bona fide lender party acquiring the Property from SCG LH Snellville L.P. by foreclosure or deed-in-lieu thereof shall:
- a. be required to meet with the Chief of Police of Snellville, or his/her designee within the Snellville Police Department, for purposes of establishing a reasonable “Incident Reduction Plan” in the event that more than 6 Separate Criminal Incidents (as hereinafter defined) occur within any rolling, 90-day period (the date of the 7th Separate Criminal Incident during such 90-day period being referred to herein as a “Criminal Incident Reference Date”); and
 - b. in the event that, during the 12 month period following a Criminal Incident Reference Date, more than 6 Separate Criminal Incidents occur within any rolling, 90-day period following the Criminal Incident Reference Date, have this variance from Sec. 22-148 (a) subject to review by the Mayor and City

Council of Snellville, with all applicable due process protections available as provided by law.

As used herein, the term “Separate Criminal Incident” shall mean an incident resulting in the criminal arrest of one or more Patrons or Guests of the Property for illegal conduct occurring on the Property (it being understood that multiple charges or crimes occurring concurrently within a given room or involving the same Patrons or Guests shall not be considered to be a separate incident). Separate Criminal Incident shall not apply to a domestic relations calls unless a separate felony occurs during the incident resulting in an arrest.

- (e) The Applicant is granted a variance from Sec. 22-151 (d) of the Code, to provide that full housekeeping service (cleaning of the rooms, changing linens, etc.) shall only be required every seventy-two (72) hours when Patrons are staying under a daily rate and on a weekly basis for Patrons staying under weekly rates, but that a room-check for safety shall be performed every forty-eight (48) hours in every room if housekeeping service has not been provided during the prior forty-eight (48) hour period. Said room check shall consist of a bona-fide employee of InTown Suites actually entering into said room and verifying that all safety related equipment is present and appears to be in working order, verifying that no criminal activity is being perpetrated in the room and insuring that all trash has been removed. It is further understood that checks shall be performed at random times within regular business hours so as not to create a “schedule” of when such check shall be performed for a particular room.
- (f) The Applicant is granted a variance from Sec. 22-143 (e) of the Code to allow for payment from a third party for a guest room charge fee provided that the organization providing payment is a bona-fide 501(c)(3) charitable organization and that no more than six (6) individual guest rooms may be made available to be paid for by third-party payment from such charitable organization(s) on any given night.
- (g) The Applicant is granted a variance from Sec. 27 (f) of Appendix B, Zoning Ordinance, Article IX, Schedule of District Regulations, Section 9.10, BG, General Business District for any room existing on or before December 1, 2019. Applicant

may utilize all existing guest rooms and is not required to make any structural alterations to modify the square feet within any guest room.

- (h) The Applicant is granted a variance from Sec. 27 (c), Appendix B, Zoning Ordinance, Article IX, Schedule of District Regulations, Section 9.10, BG, General Business District for the lobby existing on or before December 1, 2019. Applicant may utilize the existing lobby and is not required to make any structural alterations to modify the square feet of the lobby.

CONDITIONS:

1. Applicant/Property Owner shall submit a tree and shrub replanting plan for review and approval by the Director of Planning and Development to replace the shrubbery and trees that have been removed with said plantings to be completed within one-hundred-sixty-one (161) days of Mayor and Council approval of the SUP.
2. Signs higher than 15 feet or larger than 225 square feet are prohibited.
3. Uses involving adult entertainment, including the sale or display of adult magazines, books, videos and as further defined by the Adult Entertainment Ordinance in effect on the date this condition is imposed, are prohibited.

Section 2. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set forth herein.

Section 3. The changes in zoning classification is to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City

of Snellville, Georgia approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

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

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

Section 5. It is the intention of the Mayor and Council that InTown Suites be considered, and is hereby deemed to be, a conforming business for the time period between and including the effective date of Ordinance [ZOA 19-03], through and including the effective date of, and, further, the date of adoption of, this Ordinance.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. This Ordinance was adopted on _____, 2020. The effective date of this Ordinance shall be the date of adoption of Ordinance ZOA 19-03.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ORDAINED this ____ day of _____, 2020.

Barbara Bender, Mayor

ATTEST:

Dave Emanuel, Mayor Pro Tem

Melisa Arnold, City Clerk

Cristy Lenski, Council Member

APPROVED AS TO FORM:

Solange Destang, Council Member

Anthony O. L. Powell, City Attorney
Powell & Edwards, Attorneys at Law, P.C.

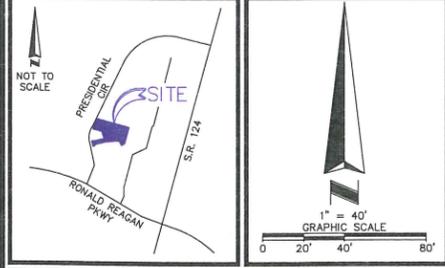
Gretchen Schulz, Council Member

Tod Warner, Council Member

EXHIBIT "A"

DRAFT

6Dii VICINITY MAP



6Dii NORTH ARROW & SCALE



5Cii SURVEYOR OBSERVED POSSIBLE ENCROACHMENTS

- Building crosses setback line by at most 0.2'.
Sidewalk crosses boundary by at most 1.5'.

3 FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 130102 0117 F...

6Di LEGEND AND ABBREVIATIONS

Legend table with symbols for concrete surface, brick pavers, no parking area, etc.

22 ZONING INFORMATION

Zoning information table with columns for item, required, and observed.

6B RECORDED SETBACKS/RESTRICTIONS

NONE PROVIDED TO THIS SURVEYOR.

5Ei SCHEDULE "B" ITEMS

- 12 EASEMENT FROM JOHN HARDY JONES TO SNL PROPERTIES, INC., DATED SEPTEMBER 11, 1987...
13 JOINT DRIVEWAY EASEMENT AGREEMENT AND RESTRICTIVE COVENANTS BY AND AMONG JOHN HARDY JONES, MADISON VENTURES, LTD. AND COUSINS/NEW MARKET DEVELOPMENT COMPANY, INC. DATED NOVEMBER 22, 1993...

5Ei SCHEDULE "B" ITEMS

- 15 DRAINAGE EASEMENT FROM MADISON VENTURES, LTD. AND JOHN HARDY JONES TO JOHN HARDY JONES, PINEHURST LAND ASSOCIATES, L.P. AND SNL PROPERTIES, INC. DATED FEBRUARY 17, 1994...
16 JOINT DRIVEWAY EASEMENT AGREEMENT AND ACCESS EASEMENT BY AND AMONG JOHN HARDY JONES, MADISON VENTURES, LTD. AND KBL INVESTMENTS, LLC DATED SEPTEMBER 5, 1997...

ALTA/ACSM LAND TITLE SURVEY IDENTIFICATION TABLE

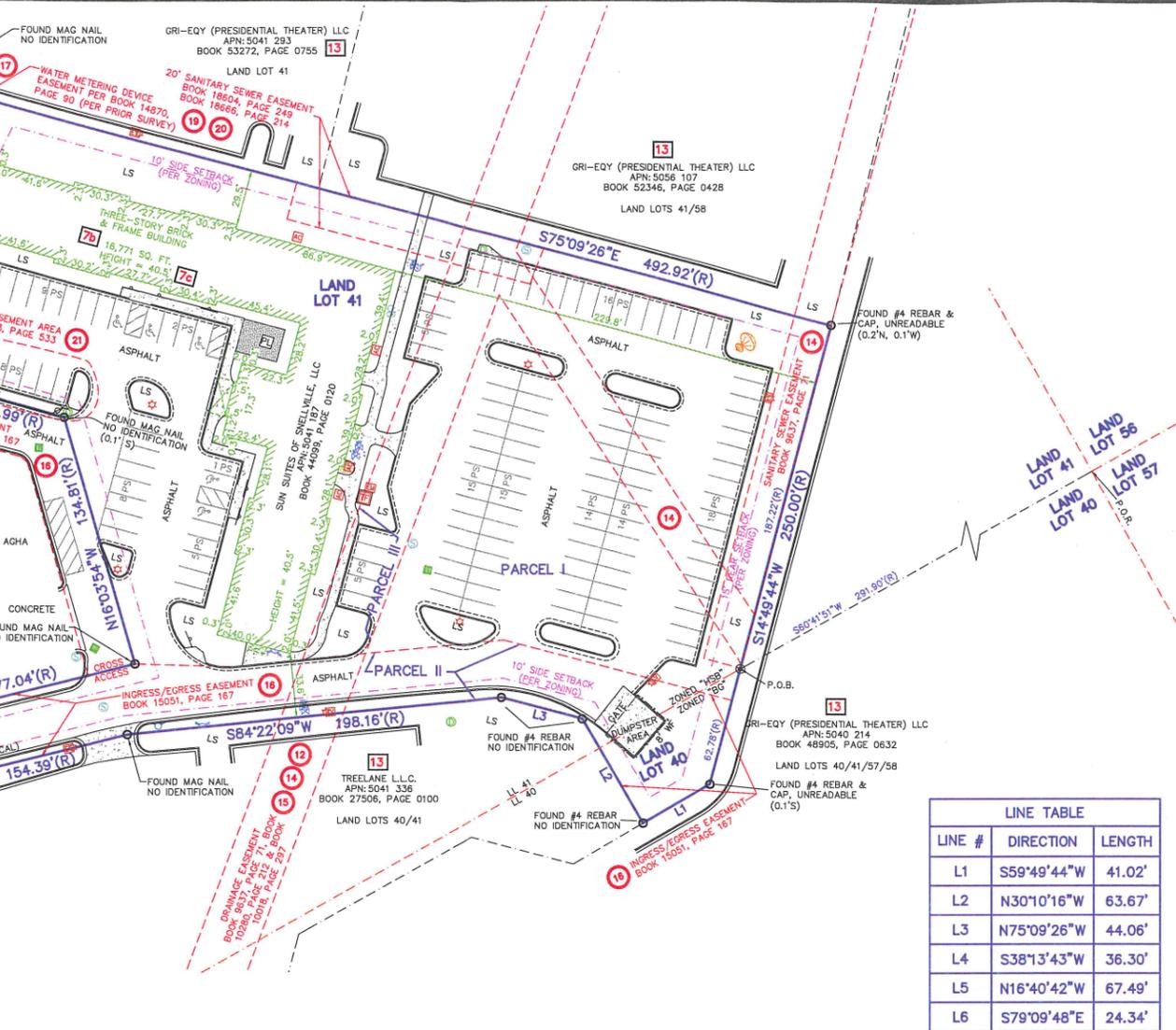
Table mapping table numbers to survey items like property address, title information, title description, etc.

17 RIGHT-OF-WAY

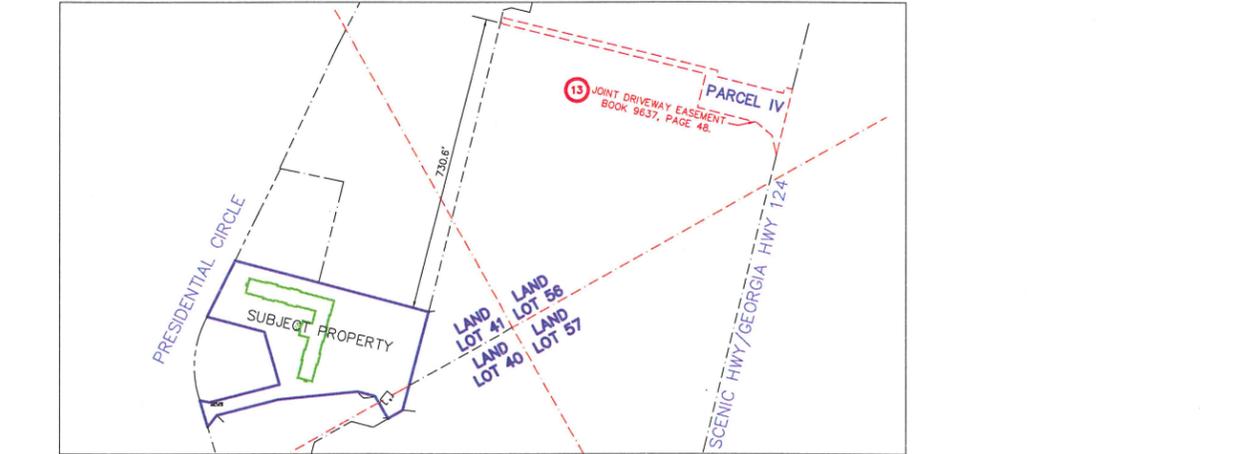
SURVEYOR HAS NO KNOWLEDGE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES...

19 WETLANDS

PER THE U.S. FISH & WILDLIFE SERVICES "NATIONAL WETLANDS INVENTORY" NO PORTION OF THE SUBJECT PROPERTY FALLS WITHIN A DESIGNATED WETLAND AREA...



LINE TABLE with columns for line number, direction, and length.



GLOBAL POSITIONING SYSTEM NOTE

THIS PLAT DEPICTS A BOUNDARY SURVEY IN COMPLIANCE WITH CHAPTER 180-7-.09, 100% OF THE BOUNDARY SURVEY WAS PERFORMED USING GPS EQUIPMENT...

THIS PLAT DEPICTS A BOUNDARY SURVEY IN COMPLIANCE WITH CHAPTER 180-7-.09, 100% OF THE BOUNDARY SURVEY WAS PERFORMED USING GPS EQUIPMENT.

Revisions table with columns for date, revisions, tech, and field.

6Bx TITLE COMMITMENT INFORMATION

THE TITLE DESCRIPTION AND SCHEDULE B ITEMS HEREON ARE FROM: FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. H9698-4/35368-0A-10...

SHEET 1 OF 1

6Bii TITLE DESCRIPTION

PARCEL I: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 40 & 41 OF THE 5TH DISTRICT, CITY OF SNELLVILLE, GWINNETT COUNTY, GEORGIA...
PARCEL II: JOINT DRIVEWAY EASEMENT AGREEMENT AND ACCESS EASEMENT BY AND AMONG JOHN HARDY JONES, MADISON VENTURES, LTD. AND KBL INVESTMENTS, LLC...

8 SURVEYOR'S NOTES

- 1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND APPARENT ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE INFORMATION, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.

4 LAND AREA

122,124.8 SQUARE FEET 2.804+ ACRES

6Biv BEARING BASIS

BEARINGS SHOWN HEREON ARE BASED ON EASTERLY RIGHT-OF-WAY OF PRESIDENTIAL CIRCLE, WHICH BEARS N261°18'18"E, PER DEED.

5F CEMETERY NOTE

THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.

9 PARKING SPACES

REGULAR = 142 HANDICAP = 5 TOTAL = 147

5Biii ACCESS TO PROPERTY

THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO PRESIDENTIAL CIRCLE, A DEDICATED PUBLIC STREET OR HIGHWAY.

16 EARTH MOVING NOTE

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

18 DUMP, SUMP OR LANDFILL NOTE

THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

6Bvii CONTIGUITY STATEMENT

THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.

7 SURVEYOR'S CERTIFICATE

TO: COLUMB FINANCIAL, INC., ITS SUCCESSORS, ASSIGNS AND PARTICIPANTS; FIDELITY NATIONAL TITLE INSURANCE COMPANY AND ITS SUCCESSORS AND ASSIGNS; SCB LI SNELLVILLE, L.P., A DELAWARE LIMITED PARTNERSHIP; AND MASSEY CONSULTING GROUP.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS...

PROFESSIONAL LAND SURVEYOR NO: 2272 STATE OF GEORGIA PROJECT NO: 15001915 SURVEY PREPARED BY: AMERICAN SURVEYING & MAPPING, INC. 3191 MAGUIRE BLVD., SUITE 200 ORLANDO, FL 32803...

ALTA/ACSM LAND TITLE SURVEY OF CRESTWOOD SUITES 1784 PRESIDENTIAL CIRCLE SNELLVILLE, GEORGIA GWINNETT COUNTY

Logo for American Surveying & Mapping, Inc. with contact information and website URL.