



SPECIAL USE PERMIT APPLICATION
(For Hotel, Motel or Extended-Stay Hotel ONLY)

DEC 14 2021

2785 MAIN ST W #2100739
SPECIAL USE PERMIT SUP 22-03
PARCEL- 5007-285 BALARK 19 LLC (HOTEL)

City of Snellville, Georgia
Department of Planning & Development

2342 Oak Road, 2nd Floor
Snellville, Georgia 30078
Phone 770.985.3515 Fax 770.985.3551 www.snellville.org

CITY OF SNELVILLE
PLANNING & DEVELOPMENT
2100739

CASE # SUP

Version 10-27-2020

Property Owner
Applicant is: (check one) Attorney for Property Owner
 Property Owner's Agent

Property Owner (if not the applicant): Check here if additional property owners and attach additional sheets.

GAGANJOT SAMBI
Name (please print)
MEMBER

VIKRAM CHAUDHARY
Name (please print)
PROPERTY OWNER

Title
BALARK 19 LLC

Title

Corporate Entity Name
1085 OLD TUCKER RD

Corporate Entity Name
1085 OLD TUCKER RD

Mailing Address
STONE MOUNTAIN GA 30087

Mailing Address
STONE MOUNTAIN GA 30087

City, State, Zip Code
678-698-6121 678-437-3249

City, State, Zip Code
678-698-6121 678-698-6121

Phone Number (wk) (cell)
ROSYPELICAH86@YAHOO.COM

Phone Number (wk) (cell)
VIKRAJTKD@YAHOO.COM

Email Address

Email Address

Application For Special Use Permit: Hotel Motel Extended-Stay Hotel
Total Number of Guest Rooms: 82 Total Number of Guest Rooms with a Fixed Cooking Appliance: 0 None
Lobby Size (Sq. Ft.): 1600 approx Guest Room Size (Sq. Ft.): 300 (min.) 350 (max.) Min. Roof Pitch: FLAT

This SUP application is also being filed along with applications for: Rezoning Land Use Plan Amendment None

Present Zoning District Classification: COMMERCIAL Proposed Zoning District: BG HSB MU TCO TC-MU
Present Future Land Use Classification: CURRENT Proposed Future Land Use Classification: CURRENT

Property Street Address: 2785 STN MTN HWY SNELVILLE GA Acreage: 2.15 Tax Parcel No.: R5007285

APPLICATION FEES:

- Special Use Permit Application \$ 500 (without rezoning); or \$250 with rezoning
- Public Notice Sign \$ 75 (single-sided) or \$125 (double-sided) per parcel, per road frontage
- Adjoining Property Owner Notice \$ 15 (per adjoining property X 2 public hearings)

Special use permits may not be used for securing early zoning for conceptual proposals which may not be undertaken for more than 6 months from the date the application is submitted. A special use permit application will be considered only if it is made by the owner of the property or their authorized agent.

HOTEL/MOTEL: A facility consisting of one or more buildings, with more than five dwelling units with provisions for transient living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary lodging of 30 days or less is offered for pay to persons, is not intended for long-term occupancy, and does not otherwise meet the definition of an extended-stay hotel defined in this subsection.

EXTENDED STAY HOTEL: A facility consisting of one or more buildings, with more than five dwelling units with provisions for living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary residence is offered for pay to (a) persons for extended-stays and/or stays longer than 30 days, regardless of the presence of rentals or leases for shorter periods of time; or (b) for stays longer than 15 days in rooms equipped with kitchen facilities. Or, where more than 5% of the guest rooms therein contain fixed cooking appliances.

CERTIFICATIONS

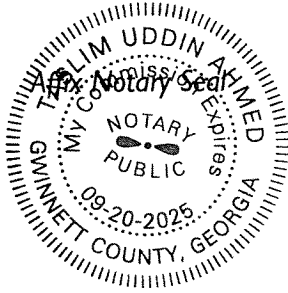
APPLICANT'S CERTIFICATION

The undersigned below does hereby, swear or affirm under penalty of perjury under the laws of the State of Georgia, is authorized to make this application for a Special Use Permit and that the statements and documents submitted as part of this application are true and accurate to the best of my knowledge or belief. The undersigned is aware that no application or re-application affecting the same land shall be acted upon within six (6) months from the date of last action by the Mayor and Council.

I, the undersigned applicant, understand and agree that the Special Use Permit, if approved, shall automatically terminate if the event that this property is sold, transferred or otherwise conveyed to any other party, or the business which operates the special use is sold, transferred, or otherwise conveyed or discontinued.

[Signature] _____ 12/13/21
Signature of Applicant Date

GAGANJOT SAMBI - MEMBER
Type or Print Name and Title



Tazlim Uddin Ahmed _____ 12/13/2021
Signature of Notary Public Date

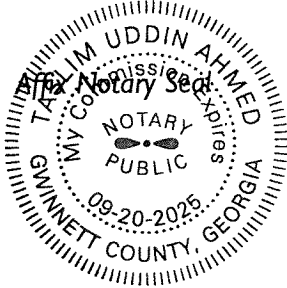
PROPERTY OWNER'S CERTIFICATION

The undersigned below, or as attached, swear and affirm that I am (we are) the owner of property that is subject to this application, as shown in the records of Gwinnett County, Georgia which is the subject matter of the attached application. I further authorize _____ to file this application. The undersigned is aware that no application or re-application affecting the same land shall be acted upon within six (6) months from the date of last action by the Mayor and Council.

Check here if there are additional property owners and attach additional "Owner's Certification" sheets.

[Signature] _____ 12/13/21
Signature of Owner Date

VIKRAM CHAUDHARY - PROPERTY OWNER
Type or Print Name and Title



Tazlim Uddin Ahmed _____ 12/13/2021
Signature of Notary Public Date

AUTHORIZATION TO INSPECT PREMISES

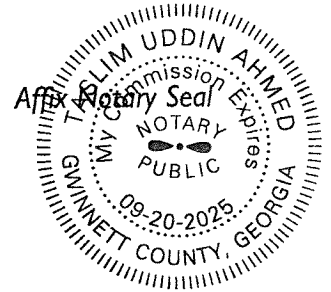
With the signature below, I authorize the staff of the Department of Planning and Development of the City of Snellville, Georgia to inspect the premises, which are the subject of this Special Use Permit application.

I swear and affirm that the information contained in this application is true and accurate to the best of my knowledge and belief.

GS _____ 12/13/21
Signature of Owner or Agent Date

GAGANJOT SAMBI - MEMBER
Type or Print Name and Title

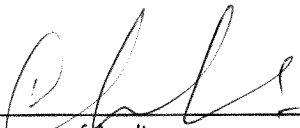
Tadim Uddin Ahmed _____ 12/13/21
Signature of Notary Public Date



CONFLICT OF INTEREST CERTIFICATIONS FOR SPECIAL USE PERMIT

The undersigned below, making application for a Special Use Permit, has complied with the Official Code of Georgia Section 36-67A-1, et. seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on forms provided.

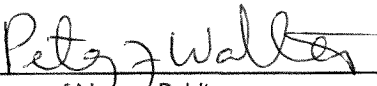
check here if there are additional property owners and attach additional "Conflict of Interest Certification" sheets.

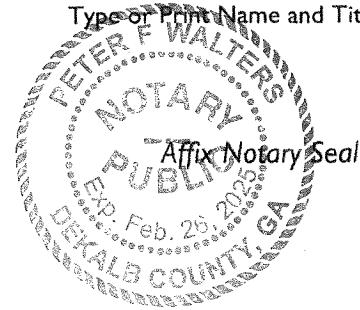
 12/13/2021
Signature of Applicant Date

VIKRAM CHAUDHARY - PROPERTY OWNER
Type or Print Name and Title

Signature of Applicant's Attorney or Representative Date

Type or Print Name and Title

 12/13/2021
Signature of Notary Public Date



Affix Notary Seal

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the last two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate a value of \$250.00 or more to any member of the Mayor and City Council or any member of the Snellville Planning Commission?

YES NO YOUR NAME: VIKRAM CHAUDHARY

If the answer above is YES, please complete the following section:

NAME AND OFFICIAL POSITION OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (list all which aggregate to \$250 or More)	DATE CONTRIBUTION WAS MADE (Within the last two years)

Check here and attach additional sheets if necessary to disclose or describe all contributions or gifts.

CONFLICT OF INTEREST CERTIFICATIONS FOR SPECIAL USE PERMIT

The undersigned below, making application for a Special Use Permit, has complied with the Official Code of Georgia Section 36-67A-1, et. seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on forms provided.

check here if there are additional property owners and attach additional "Conflict of Interest Certification" sheets.

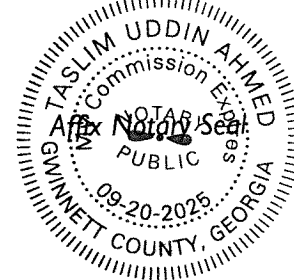
GS _____ 12/13/21
Signature of Applicant Date

GAGANJOT SAMBI - MEMBER
Type or Print Name and Title

Signature of Applicant's Attorney or Representative Date

Type or Print Name and Title

Taslim Uddin Ahmed _____ 12/13/2021
Signature of Notary Public Date



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the last two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate a value of \$250.00 or more to any member of the Mayor and City Council or any member of the Snellville Planning Commission?

YES NO YOUR NAME: GAGANJOT SAMBI

If the answer above is YES, please complete the following section:

NAME AND OFFICIAL POSITION OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (list all which aggregate to \$250 or More)	DATE CONTRIBUTION WAS MADE (Within the last two years)

Check here and attach additional sheets if necessary to disclose or describe all contributions or gifts.

Article VI
Motels, Hotels and Extended-Stay Hotels
of Chapter 22, Businesses of the Code of Snellville, Georgia

DEFINITIONS:

BONA FIDE EMPLOYEE: A person who works in the service of the hotel, motel, or extended stay hotel under a contract of hire, whether express or implied, where the employer has the power or right to control or direct the details of what work is to be performed and the manner in which that work is to be performed.

ELECTRONIC RECORDS: The identifying information for all patrons and their guests contained in the electronic registration system as listed in section G. Video Surveillance Systems, which is recorded at the time of registration and maintained for a period of no less than one hundred eighty (180) days after the rental agreement's termination.

EXTENDED-STAY HOTEL: Any structure consisting of one or more buildings, with more than five dwelling units with provisions for living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary residence is offered for pay (a) to persons for extended-stays and/or stays longer than thirty (30) days, regardless of the presence of rentals or leases for shorter periods of time; or (b) for stays longer than fifteen (15) days in rooms equipped with kitchen facilities. Or, where more than five percent (5%) of the guest rooms therein contain fixed cooking appliances.

FIXED COOKING APPLIANCE: A stove top burner; a hotplate that does not serve as an integral part of an appliance designed solely to produce coffee; a conventional oven; a convection oven; or any oven producing heat using resistance heating elements, induction heating, or infrared heating sources.

GUEST: A person who is not a Patron but is present on the premises of a hotel, motel or extended-stay hotel to accompany a Patron of the hotel, motel or extended-stay hotel and with the express permission of the owner, operator, keeper or proprietor of the hotel, motel or extended-stay hotel. Guests are required to register with the supporting Patron.

HOTEL or MOTEL: Any structure consisting of one or more buildings, with more than five dwelling units with provisions for transient living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary lodging of thirty (30) days or less is offered for pay to Patrons, is not intended for long-term occupancy, and does not otherwise meet the definition of an extended-stay hotel as defined in this section.

HOUSING OF LAST RESORT: A public or private housing shelter for indigent care.

HOUSEKEEPING: The cleaning of guest rooms, guest bathrooms, public area, changing of linen and removal of trash from guest rooms and common areas which meet the standards as expressed in the operation guidelines in the industry for high quality hotel and motel franchises (i.e. Hilton, Marriott or Hampton Inn).

KITCHEN FACILITIES: Kitchen amenities including, but not limited to, refrigerators, stoves, ovens, and kitchen-type sink. Amenities limited to a microwave, mini-refrigerator, and/or an appliance designed to produce coffee or tea do not constitute "kitchen facilities" for purposes of this definition.

LOITERING: As defined and regulated in Article III of Chapter 38 of the Snellville Code of Ordinances.

MANUAL RECORDS: The identifying information for all patrons and their guests contained in the form of a paper record or reservation book as listed in Section B(8), Responsibilities, Access and Registration Requirements, which is recorded at the time of registration and maintained for a period of no less than one hundred eighty (180) days after the rental agreement's termination.

MOTEL: See 'Hotel'.

PATRON: A person who pays a fee to the owner, operator, keeper or proprietor of the hotel, motel or extended-stay hotel for the right to occupy a room.

PUBLIC NUISANCE: A condition, obstruction or use of property allowed or continued by any person, legal entity or agent, that interferes with the comfortable enjoyment of life and property by the neighborhood, community, or members of the public; or which can cause hurt, damage, inconvenience or affect or offend an ordinary, reasonable person.

VEHICLE: Is any car, truck, trailer, motorcycle, or other conveyance used for transporting people and is normally required to be registered with a state in order to be legally operated or towed on a public roadway.

VIDEO SURVEILLANCE SYSTEM: A continuous digital surveillance system including cameras, cabling, monitors, and digital video

recorders (DVR).

VISTOR: A person, who is not a patron or guest, who is on the premises of a hotel, motel or extended-stay hotel at the invitation of a Patron or Guest, but without the express permission of the owner, operator, keeper or proprietor of the hotel, motel or extended-stay hotel.

PROVISIONS APPLICABLE TO HOTELS, MOTELS AND EXTENDED-STAY HOTELS:

A. General Requirements:

- (1) No hotel, motel or extended-stay hotel shall be initially constructed or thereafter operated unless in full compliance with each of the provisions of this Article and associated Zoning Ordinance.
- (2) Approval of a hotel, motel or extended-stay hotel shall require the issuance of a special use permit. The Planning Director shall notify the Principal, the Board of Education, every parent-teacher association affected by the requested rezoning and invite all to the public hearing before the Mayor and City Council for the requested Special Use Permit to address any school impact.
- (3) The common areas and unoccupied rooms of any hotel, motel or extended-stay hotel are subject to inspection by the City of Snellville Police Department, City of Snellville Code Enforcement, Gwinnett County Fire Department and/or the Gwinnett County Health Department if there is reasonable cause to suspect that such area or room is being used for criminal activity, housing of last resort, or in violation of this ordinance or condition of zoning.
- (4) A bona fide employee of the hotel, motel, or extended stay hotel, capable of assisting, communicating, and cooperating with the police or other law enforcement officials in maintaining the public health, welfare, and safety is to be present and on-duty in the lobby of the hotel, motel or extended stay hotel twenty-four (24) hours a day.
- (5) Hotels, motels and extended stay hotels operate for the benefit of travelers and transient parties conducting legitimate business in the surrounding vicinity. No hotel, motel or extended-stay hotel may be used as housing of last resort. Except for a bona fide employee of a business when that business is paying for their employee and guests to stay at a hotel, motel or extended-stay hotel, no hotel, motel or extended-stay hotel shall accept payment from a third party for a room charge fee.

B. Responsibilities, Access and Registration Requirements:

- (1) No owner, operator, keeper, proprietor or employee of a hotel, motel, or extended-stay hotel shall provide lodging at an hourly rate.
- (2) For any hotel, motel, or extended stay hotel permitted for construction after April 22, 2019, any public-facing entry points to the premises must require a magnetic or electronic keycard/locking device for access. Public-facing entry points shall be locked between the hours of 9:00 p.m. and 6:00 a.m. and shall be equipped with an alarm or other device that will alert hotel, motel or extended-stay hotel security or other employees that the door has been opened. These requirements are not applicable to entry points that enter directly into a banquet hall, conference room, or other facility utilized for a special event or meeting hosted by a hotel, motel, or extended-stay hotel as long as there is a bona fide employee staffing the banquet hall, conference room, or other facility utilized for the duration of that event.
- (3) An owner, operator, keeper or proprietor of a hotel, motel, or extended-stay hotel may designate no more than three (3) rooms for the purpose of allowing any number of bona-fide employees and their family to reside on the premises.
- (4) Every owner, operator, keeper, proprietor and employee of any hotel, motel, or extended-stay hotel shall immediately report violations of law to the City of Snellville Police Department that were either witnessed or made known to them.
- (5) All information required to be maintained pursuant to this ordinance shall be kept strictly confidential in accordance with state and federal law and shall not be provided to any person except to a local, federal or state law enforcement officer or to any officer empowered to enforce this ordinance or by order of a Court of competent jurisdiction.
- (6) All information required to be maintained pursuant to this ordinance shall be provided to any federal, state or local sworn law enforcement officer having the lawful power to arrest, upon demand of the officer and a representation by said officer that a reasonable suspicion exists that such information is relevant to a then-pending inquiry or investigation. Nothing in this requirement shall be construed as giving any such officer any greater right or license to enter a room or invade privacy than the officer shall otherwise possess as a matter of law, probable cause, constitutional law, statutory right, or warrant.
- (7) Every owner, operator, keeper or proprietor of any hotel, motel, or extended-stay hotel shall keep a record of all rental agreements between the hotel, motel, or extended-stay hotel and all patrons and their guests and make these records available to the City upon request. For the purposes of this section, the term "record" shall mean the hotel, motel, or extended-stay hotel's electronic registration system which stores patron and guest identifying information. In the event the hotel, motel, or extended-stay hotel does not have an electronic registration system, the hotel, motel, or extended-stay hotel shall manually record the patron and their guest's information in a paper record or reservation book.
- (8) The following information, at a minimum, must be recorded at the time of registration and maintained for a period of no less than one hundred eighty (180) days after the rental agreement's termination:
 - (a) The full name, phone number, and home address of each patron and overnight guest.
 - (b) The room number assigned to each patron and guest;
 - (c) The day, month, year and time of arrival of each patron and guest;

- (d) The day, month, year each patron and each guest are scheduled to depart;
 - (e) Upon departure, record of departure day, month, and year for each patron and guest;
 - (f) The rate charged and amount collected for rental of the room;
 - (g) The method of payment for each room;
 - (h) The make, model, year, color, license plate number, and license plate state of the patron and guest's vehicle if the vehicle will be parked on the premises; and
 - (i) Documentation used to verify a stay in excess of one hundred and eighty (180) consecutive days as stated in Sec. 22-18(b) of the Hotel, Motel and Extended-Stay ordinance.
- (9) Every owner, operator, keeper or proprietor of any hotel, motel, or extended-stay hotel shall require each patron to provide proper identification prior to renting a room when registering in person. Proper identification is defined as a current and valid government issued photo identification card such as a driver's license, military identification card, state identification card, or passport. A record of the provided identification shall be kept on file for the duration of the occupancy and for one hundred eighty (180) days thereafter. Any failure to verify such identification or to knowingly allow an individual to receive lodging services without such verification shall be in violation of this Ordinance.
- (10) No person shall procure or provide lodging in any hotel, motel, or extended-stay hotel, or any services therefrom, through misrepresentation or production of false identification, or identification which misrepresents the identity of the person procuring or sharing in such lodging or service.
- (11) Change of location or name.
- (a) No applicant shall operate, conduct, manage, engage in, or carry on a hotel, motel, or extended-stay motel/hotel under any name other than his name and the name of the business as specified on the occupation tax certificate.
 - (b) Any application for an extension or expansion of a building or other place of business where a hotel, motel, or extended-stay motel/hotel is located shall require inspection and shall comply with all applicable codes and regulations.

C. Vehicles, Parking, and Vehicle Registration:

- (1) All handicap parking must be in compliance with state and local laws.
- (2) All vehicles must be parked in designated parking spaces. All vehicles must be parked nose-in (backed in parking is not permitted) such that the vehicle's rear license plate is visible. This section does not apply to oversized vehicles or trailers. Every owner, operator, keeper or proprietor of a hotel, motel, and extended-stay hotel must provide patrons and guests who have registered oversized vehicles or trailers a separate designated parking area for their vehicles.
- (3) All vehicles parked on any premises must be in good working order.
- (4) Vehicle maintenance in parking lots is prohibited.
- (5) No outside storage or permanent parking of equipment or vehicles shall be allowed.
- (6) All patrons and guests staying longer than 48 hours, who wish to park a vehicle on the premises, must register said vehicle with the hotel, motel, or extended-stay operator upon initial registration, during any future re-registration, or at any time after registration when they begin parking a vehicle on the premises. Hotel, motel and extended-stay operators must record the vehicle's information in accordance with Sec. 22-19(e)(10) of the Hotel, Motel and Extended-Stay ordinance.
- (7) Every owner, operator, keeper or proprietor of a hotel, motel, and extended-stay hotel must provide patrons and guests registering a vehicle with a standardized placard that must at all times be hung from the vehicle's rear view mirror, placed on the vehicle's front dash, or affixed to the vehicle in a way that can be easily seen from outside the vehicle. At a minimum, the placard will contain the following information: hotel, motel, and extended-stay name, vehicle registration number and state, and date of check-out. Any hotel, motel, or extended hotel with gated and controlled access parking accessible only to registered guests and employees are exempt from this subsection.

D. Room requirements, Equipment and Services:

- (1) Every operator, owner, keeper, or proprietor of any hotel, motel, or extended-stay hotel shall keep and maintain in each and every rental unit, a telephone equipped to place a direct call to 911.
- (2) No operator, owner, keeper, or proprietor of any hotel, motel, or extended-stay hotel shall rent or provide a room to a Patron that has guests where the total number of persons staying in the room exceeds the approved number of persons authorized to sleep in the room. Rooms shall be approved based on the prescribed places to sleep on the beds in the room with a minimum of 75 square feet per person.
- (3) No operator, owner, keeper, or proprietor, patron, visitor or guest of any hotel, motel, or extended-stay hotel shall be allowed to congregate within any room or single rental unit a number of persons which is greater than two (2) times the number of persons for whom sleeping accommodations are provided within the single room or rental unit except when temporarily designated as a hospitality suite by the hotel, motel, or extended-stay hotel.
- (4) Daily housekeeping shall be included within the standard room rate of any hotel, motel, or extended stay hotel. At a minimum, rooms must be cleaned and linens changed before each new guest checks in and no less frequently than once every forty-eight (48) hours. Each hotel, motel, and extended-stay hotel must maintain a log that documents when each room is cleaned. The log must be maintained for one hundred and twenty (120) days. These records must be made available to the City of Snellville or law enforcement upon request.
- (5) All common areas of any hotel, motel or extended-stay hotel shall be cleaned on a daily basis or more often as required by

public health codes.

- (6) The utilization of clothes-lines or other clothes-drying equipment or facilities outside of a room that are located on or are visible from the outside of a room are prohibited. Balconies and railings are not to be used for hanging towels, personal items or any other articles of clothing.
- (7) No occupational tax certificate shall be issued for the purpose of conducting business from a guest room of a hotel, motel, or extended-stay hotel, and no home occupation shall be conducted from such room.
- (8) Each new and existing guest room of a hotel, motel, or extended-stay hotel shall be equipped with a hard-wired smoke detector or smoke alarms whose device housing is tamper-resistant and is powered by a non-replaceable, non-removable energy source capable of powering the alarm for a minimum of ten years from the manufacture's date on the device.
- (9) All new hotels, motels and extended stay hotels must have in place Laundry facilities consisting of washer and dryer machines which shall be made available to patrons for a fee. This equipment shall be maintained and in good repair at all times. Laundry supplies (detergent, softener, etc.) may also be made available to patrons for a fee. A minimum of three (3) washers and three (3) dryers shall be provided. For existing hotels, motels and extended-stay hotels, laundry equipment must be installed and in working conditions within 180 days after the effective date of this ordinance.

E. Common Area Requirements and Parking Illumination:

- (1) Exterior doors (other than lobby doors) shall be locked between the hours of 9:00 p.m. and 6:00 a.m. and shall be equipped with an alarm or other device that will alert hotel, motel, or extended-stay hotel security or other employees the door has been opened.
- (2) The open parking area and all areas surrounding any building or proposed building being a hotel, motel, or extended-stay hotel shall be illuminated and have an average maintained foot-candle intensity of at least one (1) foot-candle with a minimum allowable intensity of three-tenths of a foot-candle. The covered parking area of any hotel, motel, or extended-stay hotel shall have an average maintained foot-candle intensity of five-tenths of a foot-candle.
- (3) Any hotel, motel, or extended-stay hotel must provide and maintain security in its parking area. This may include the following: live patrol guard, security fencing that is decorative and consistent with the zoning code, or other security measure approved in writing by the Chief of Police.
- (4) Graffiti and markings or insignia that may indicate the presence or association of a street gang shall be removed within twenty-four (24) hours of discovery or notice.

F. Smoking:

- (1) Smoking is prohibited in all hotel, motel, or extended-stay hotel spaces with the exception of designated smoking rooms or designated smoking areas. Designated smoking rooms shall not comprise more than twenty-five percent (25%) of the total number of rooms available for rent.
- (2) Smoking is prohibited in all areas except in designated smoking areas. Smoking is expressly prohibited in exterior breezeways, stairwells, or within twenty (25) feet of any guest room.

G. Video Surveillance Systems:

- (1) Every owner, operator, keeper or proprietor of any new or existing hotel, motel, or extended-stay hotel is required to install a Video Surveillance System (VSS) within three months of the effective date of ordinance. All hotels, motels, and extended-stay hotels, which have installed a VSS prior to the effective date of this ordinance, shall ensure said systems are in full compliance with this section and request an approval assessment from the Chief of Police within thirty (30) days of the effective date of this ordinance.
- (2) All VSS shall be maintained in proper working order at all times, be kept in continuous operation twenty-four (24) hours a day, seven (7) days a week, and meet the minimum technological standards established in this section. The hotel, motel, or extended-stay hotel shall retain the continuous digital images recorded by this system for no less than twenty-one (21) days.
- (3) All VSS shall have no less than one camera dedicated to each register or check-out stand, entrance/exit, interior hallway and lobby, swimming pool area, exercise facility, loading dock, and parking lots or areas designated for customer and/or employee parking use. The placement of cameras included in VSS required under this section must be approved by the Chief of Police. The Chief of Police will conduct an assessment of each site required to install a VSS prior to installation of said system, and upon approval will issue an approval notice which will be placed in plain view inside the common area of the hotel, motel, or extended-stay hotel. This approval notice will also inform customers and employees of the presence of the VSS. Existing VSS at any hotel, motel, or extended-stay hotel as of the effective date of this ordinance will be evaluated to ensure full compliance with this section.
- (4) The VSS shall be subject to regular inspection by the Chief of Police, who is authorized to inspect any such system, at reasonable times to determine whether it conforms to this section. If the VSS does not conform, the hotel, motel, or extended-stay hotel, in question, shall take immediate steps to bring the system back into compliance.
- (5) The City of Snellville Police Department will develop and maintain VSS Standards that provide the minimum standards for VSS equipment, installation, and maintenance.

H. Loitering:

- (1) All hotel, motel, or extended-stay hotel operators will advise patrons and guests upon registration, and through posted signage that loitering by visitors is prohibited.
- (2) No Visitor shall loiter in or upon any hotel, motel, or extended-stay hotel parking lot, public parking structure or in or around any building to include breezeways, stairwells or hotel, motel, or extended-stay hotel rooms either on foot or in or upon any conveyance being driven or parked thereon, without the permission of the owner, operator, keeper or proprietor or the hotel, motel, or extended-stay hotel.

PROVISIONS APPLICABLE TO HOTELS AND MOTELS:

- (a) No more than five percent (5%) of a hotel or motel's guest rooms shall have Fixed Cooking Appliances located therein. If more than five percent (5%) of a hotel or motel's guest rooms contain Fixed Cooking Appliances, such hotel or motel is considered an extended-stay hotel and subject to the regulations for extended-stay hotels.
- (b) No hotel or motel may be converted to be and operated as an extended-stay hotel unless in full compliance with each of the provisions for extended-stay hotels.
- (c) No hotel or motel located within the City shall allow any person to occupy such hotel or motel for more than thirty (30) consecutive days, nor more than sixty (60) days during a one hundred eighty (180) day period. No Guest residing for thirty (30) consecutive days shall begin a new rental agreement with the hotel or motel without a two-week (14 day) vacancy between stays.

PROVISIONS APPLICABLE TO EXTENDED-STAY HOTELS:

- (a) Each patron must have a vehicle on-site associated with them which they are authorized to operate unless:
 - (1) there is a written contract or documented agreement between an extended-stay hotel and a business, corporation, firm or governmental agency to house employees on valid work orders and said patron is such an employee; or
 - (2) Where there is documentation, consistent with HIPPA privacy rules, that a hotel Patron or Guest is considered family or is providing care for a patient who is admitted at local hospital; or
 - (3) When an insurance company or federal, state or local agency has provided documentation that a hotel Patron or Guest has been displaced from their home by a natural disaster or fire.
- (b) Each extended-stay hotel room having a fixed cooking appliance shall be required to also include a maximum sixty (60) minute automatic power-off timer for each such unit.
- (c) No Patron or Guestrooms shall have connecting doors between the rooms.
- (d) No extended-stay hotel located within the City shall allow more than ten (10) percent of individual guest rooms to be occupied by any person for more than one hundred and eighty (180) consecutive days unless otherwise permitted in this section. No guest residing for more than one hundred and eighty (180) consecutive days shall begin a new rental agreement with the extended stay hotel without at least a ninety (90) day vacancy between stays. The vacancy required by this requirement shall apply to all extended stay hotels within the City of Snellville, Georgia. Violation of this requirement shall subject the Guest and the Owner to the penalties of this Ordinance.
- (e) Notwithstanding subsection (d) of this section, a stay in excess of one hundred and eighty (180) consecutive days may occur only in the following situations:
 - (1) Where there is a written contract or documented agreement between an extended-stay hotel and a business, corporation, firm or governmental agency to house employees or individuals on valid work orders; or
 - (2) Where there is documentation, consistent with HIPPA privacy rules, that a hotel guest is considered family or is providing care for a patient who is admitted at local hospital; or
 - (3) When an insurance company or federal, state or local agency has provided documentation that a hotel guest has been displaced from their home by a natural disaster or fire.

VIOLATIONS AND PENALTIES:

- (a) Any violation of the provisions of this article shall be punishable under Sec. 1-11 of this code. Any person or entity violating the provisions of this article shall be guilty of a separate offense for each and every day during which any violation of any provision of this article is committed, continued, or permitted by that person and shall be punished accordingly.
- (b) Any person or entity violating the provisions of this article who are patrons, guests or visitors of the hotel, motel or extended stay hotel shall be immediately asked to leave the premises. If said person does not voluntarily leave, Snellville Police should be notified immediately to address such eviction and/or removal.
- (c) The violation of the provisions of this article may be abated as a nuisance.
- (d) The violation of all provisions of this article by any person may be enjoined by instituting appropriate proceedings for injunction in any court of competent jurisdiction. Such actions may be maintained notwithstanding that other adequate remedies of law exist. Such actions may be instituted in the name of The City of Snellville, Georgia.
- (e) If a person is convicted of a violation of this article, the court shall impose a fine in accordance with the following schedule:
 - (1) First conviction in a calendar year: a minimum of \$250;
 - (2) Second conviction in a twelve (12) month period measured from the date of the first conviction: a minimum of \$500;

- (3) Third conviction in a twelve (12) month period measured from the date of the first conviction: a minimum of \$750; and
- (4) Fourth conviction in a twelve (12) month period measured from the date of the first conviction: a minimum of \$1,000.

RESPONSIBILITY FOR ENFORCEMENT:

- (a) City employees, including employees or agents of the City of Snellville Police Department, City of Snellville Code Enforcement, Gwinnett County Fire Department, and Gwinnett County Board of Health shall have the responsibility for the enforcement of the Hotel, Motel and Extended-Stay Ordinance.
- (b) Inspections may be performed by sworn officers of the City of Snellville Police Department, City of Snellville Code Enforcement, Gwinnett County Fire Department, Gwinnett County Board of Health, and designated civilian employees for the purpose of verifying compliance with the requirements of this section and state law during the hours in which the premises are open for business.

RIGHT OF ENTRY:

- (a) When there is probable cause to make an inspection to enforce the provisions of this article, or whenever there is reasonable cause to believe that there exists a condition in violation of this code, personnel identified above are authorized to enter the structure or premises, including individual rooms, at reasonable times to inspect or perform the duties imposed by this Code.
- (b) If such structure or premises is occupied, City/County personnel shall present credentials to the occupant and request entry. If entry is refused by occupant, City/County personnel shall have recourse to the remedies provided by law to secure entry. If such structure or premises is unoccupied, City/County personnel shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused by the owner or other person having charge or control of the structure refuses entry, City/County employees shall have recourse to all methods of entry allowed by law, and the owner and responsible party shall be in violation of this article and subject to punishment under Sec. 1-11 of the Snellville Code of Ordinances.

UNLAWFUL OPERATION DECLARED A NUISANCE:

- (a) Any hotel, motel, or extended-stay hotel operated, conducted or maintained contrary to the provisions of this article may be declared to be unlawful and a public nuisance. The City may, in addition, or in lieu of all other remedies, commence actions or proceedings for abatement, removal or enjoinder thereof, in the manner provided by state law and the Snellville Code of Ordinances.

LEGACY STATE BANK

December 8, 2021

City of Snellville

Re: Vikram Chaudhary and Gaganjot Sambi

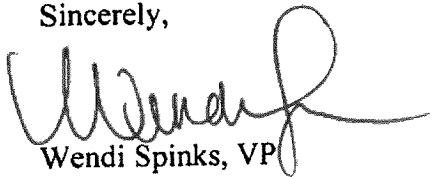
To Whom It May Concern,

I am pleased to write a letter of recommendation for Vikram Chaudhary and Gaganjot Sambi.

This letter is to certify that Mr. Chaudhary and Mrs. Sambi are well known to us and, in our opinion, is of good financial standing and of high business integrity.

Should you have any questions, please do not hesitate to call me at 770-913-8911.

Sincerely,



Wendi Spinks, VP

Loan Operations Manager

wspinks@legacystatebank.com

770-913-8911

DEED B: 56526 P: 00302
04/15/2019 03:38:20 PM Pgs: 1 Fees: \$ 10.00
TTax: \$485.00
Richard T. Alexander, Jr., Clerk of Superior Court
Gwinnett County, Georgia
0672019008649

Return Recorded Document to:
C. ROBIN WYATT, P.C.
2194 NORTH ROAD
SNELLVILLE, GEORGIA 30078

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF GWINNETT

FILE #: 19-124

THIS INDENTURE made this 12th day of April, 2019, between BRITT AND CAMP, LLC, of the County of Gwinnett and State of Georgia, as party or parties of the first part, hereinunder called Grantor, and VIKRAM CHAUDHARY and GAGANJOT SAMBI, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 7, OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING TRACT 1, CONTAINING 1.359 ACRES MORE OR LESS AND TRACT 2, CONTAINING 2.153 ACRES, MORE OR LESS, AS SHOWN ON A REVISED FINAL PLAT FOR BRITT & CAMP, LLC, RECORDED IN PLAT BOOK 144, PAGE 235, GWINNETT COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

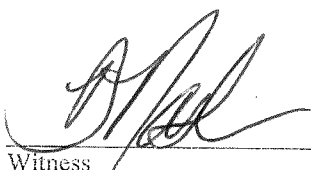
This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in presence of:



Witness

BRITT AND CAMP, LLC

By:  (SEAL)
DWIGHT HARRISON, MANAGER

(SEAL)

Exhibit "A"
Legal Description

All that tract or parcel of land lying and being in Land Lot 7 of the 5th Land District, Snellville, Gwinnett County, Georgia, containing 12.0700 acres according to a plat of survey for West District, Office of Walton Electric Membership Corporation, prepared by Hannon, Meeks & Bagwell, Surveyors & Engineers, Inc., dated September 1, 1982, and being more particularly described according to said plat as follows:

BEGIN at a one-inch hollow tube found on the land lot line common to Land Lots 7 and 8, said district, which hollow tube found is located a distance of 977.17 feet along said land lot line in a northeasterly direction from the 50-foot right of way of McGee Road; then continuing along said land lot line, North 58 degrees 31 minutes 31 seconds East a distance of 440.88 feet to a 3/4-inch pipe found; thence South 31 degrees 20 minutes 11 seconds East a distance of 1,349.05 feet to an iron pin set on the northwesterly right of way of U.S. Highway No. 78 (100-foot right of way); thence along said right of way South 70 degrees 38 minutes 27 seconds West a distance of 30 feet to an iron pin set; thence North 31 degrees 04 minutes 36 seconds West a distance of 278.37 feet to an iron pin set; thence South 69 degrees 57 minutes 22 seconds West a distance of 122.06 feet to an iron pin set; thence South 19 degrees 23 minutes 58 seconds East a distance of 85.37 feet to an iron pin set; thence South 31 degrees 04 minutes 36 seconds East a distance of 189.59 feet to an iron pin set on the northwesterly right of way of U.S. Highway No. 78 (100-foot right of way); thence along said right of way, South 70 degrees 38 minutes 27 seconds West a distance of 266.34 feet to an iron pin set; thence North 31 degrees 17 minutes 26 seconds West a distance of 273.62 feet to an R-Bar found; thence North 32 degrees 09 minutes 59 seconds West a distance of 983.92 feet to a one-inch hollow tube found and the point of beginning.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 7, of the 5th District, City of Snellville, Gwinnett County, Georgia, and being more particularly described as Condominium Units A and B, in Buildings 14, 15, 17, 18, 19, 20, 21, 23, 24, 25, & 27, and Condominium Unit A in Building 26, Towne Centre Office Park Condominium, a Condominium, Phase I, as shown on a plat of survey dated 8/24/2007, prepared by Bullard Land Planning, and recorded in Condominium Plat Book CD5, Page 118, Gwinnett County, Georgia Records, together with all right title and interest in said condominium and restrictions for Towne Centre Office Park Condominiums, recorded in Deed Book 48569, Page 343, Gwinnett County, Georgia Records, which Plat, Plans and Declaration and all recorded amendments thereto are, by reference, incorporated herein and made a part hereof.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 7 of the 5th District, City of Snellville, Gwinnett County, Georgia, and being more particularly described as Condominium Unit B in Building 16, Towne Centre Office Park Condominium, a Condominium, Phase I, as shown on a plat of survey dated August 24, 2007, prepared by Bullard Land Planning, and recorded in Condominium Plat CD5, Page 118, Gwinnett County, Georgia Records, together with all right, title and interest in said condominium and restrictions for Towne Centre Office Park Condominiums, recorded in Deed Book 48569, Page 343, Gwinnett County, Georgia Records, which Plat, Plans and Declaration and all recorded amendments thereto are, by reference, incorporated herein and made a part hereof.

Being the property conveyed by CML-GA Meridian, LLC, a Georgia limited liability company, to McCormick Travel, LLC, a Georgia limited liability company, dated May 8, 2015 and recorded May 11, 2015 in Book 53546, Page 730, Gwinnett County Clerk of Superior Court, Georgia.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 7 of the 5th District, City of Snellville, Gwinnett County, Georgia, and being more particularly described as Condominium Unit A in Building 16, Towne Centre



TIFFANY P. PORTER
GWINNETT COUNTY TAX COMMISSIONER

Payment Receipt

Your transaction has been successfully completed!!

Transaction ID: 21112407429807B86FAB621112407429
11/24/2021 08:44:09 [EST]

Property Taxes: R5007 283	\$1761.46
----------------------------------	------------------

Account Information


Payment Type: Property Taxes

Bill Payer Details

Gaganjot Sambhi
1085 Old Tucker Rd
Stone Mountain, GA 30087

Payment Details

Payment Amount: \$1761.46
Total Amount: \$1761.46

Payment Method: 
Account Number: XXXXXXXXXXXXX2063
Routing Number: 061000104
Check Type: Checking



Payment Receipt

Your transaction has been successfully completed!!

Transaction ID: 2112131459897492D957D21121314599
12/13/2021 16:01:06 [EST]

Property Taxes: R5007 285

\$6040.99

Account Information

Payment Type: Property Taxes

Bill Payer Details

Gaganjot Sambhi
1085 Old Tucker Rd
Stone Mountain, GA 30087

Payment Details

Payment Amount: \$6040.99
Total Amount: \$6040.99

Payment Method: 

Account Number: XXXXXXXXXXXXX2063

Routing Number: 061000104

Check Type: Checking



PAYMENT RECEIPT
 Department of Property Tax
 Tiffany P. Porter
 75 Langley Dr
 Lawrenceville, GA 30046
 770-822-8800

Receipt Number: U21.19852
Date Received: 12/14/2021
Received By: txgasmir
Location: SNTE

www.GwinnettTaxCommissioner.com

Description	Balance	Net Tax	Interest	Fees/Late Charges	Current Due	Current Paid	Balance Remaining
Bill Number: 24696988 Bill Year: 2021 PIN: R5007 282 Primary Owner: VIKRAM CHAUDHRY Property Addr: 2787 STONE MOUNTAIN HWY Property Desc: TR3 STONE MTN HWY	1,385.84	1,182.39	18.45	185.00	1,385.84	1,385.84	0.00
Bill Number: 24349056 Bill Year: 2020 PIN: R5007 282 Primary Owner: VIKRAM CHAUDHRY Property Addr: 2787 STONE MOUNTAIN HWY Property Desc: TR3 STONE MTN HWY	1,700.68	1,333.72	91.89	275.07	1,700.68	1,700.68	0.00
Totals:	3,086.52	2,516.11	110.34	460.07	3,086.52	3,086.52	0.00

Tender Information:	Charge Summary:		
Check #1004	3,086.52	Real Property	3,086.52
Total Tendered	3,086.52	Total Charges	3,086.52

Thank you for your payment. Payments made with a check, credit or debit card are pending transactions. Your taxes will be considered paid when the funds are received from your financial institution. If there is a balance remaining, the amount due is good only for the date on this receipt. Additional fees and interest may be added to any unpaid balance; call 770-822-8800 for total amount due.

By Whom Paid:

VIKRAM CHAUDHRY
 2787 STONE MOUNTAIN HWY
 SNELLVILLE GA 30078

CHARGES	3,086.52
PAID	3,086.52
BALANCE REMAINING	0.00
AMOUNT TENDERED	3,086.52
CHANGE	0.00