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STAFF REPORT

From the Department of Community Development

April 29, 2024

CASE NUMBER: SUSE-0048-2024
APPLICANT: Whitney Chance
REQUEST: A Special Exception to allow a short-term residential rental
LOCATION: 308 Haven Way; Tax Map No. 0P0660 039000

REQUEST ANALYSIS: The subject property owner proposes to offer the entire **3-bedroom/2-bath** house for short-term rental for a maximum of **6** occupants. The subject premises were inspected for compliance with minimum health and safety requirements for use and occupancy (per Section 2-3.6) and **passed**.

Standards for Short-term Rental Properties (Section 4-3.5 of the LMO)	
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"> • Maximum occupancy of 6 persons • Parking restrictions; on-premises parking of up to 2 vehicles • Noise restrictions • On-premises curfew • Prohibition of on-premises events 	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:

1. *Are there covenants and restrictions pertaining to the property which would preclude the proposed use of the property?* Staff is not aware of covenants or restrictions on the subject property which would preclude the proposed use.
2. *Does the Special Exception follow the existing land use pattern?*

	Zoning Classification	Land Uses
Subject	R-2, Single-family residential	Single-family residential
North	R-2, Single-family residential	Single-family residential, Undeveloped
South	R-1, Single-family residential	Single-family residential
East	R-2, Single-family Residential	Single-family residential
West	R-2, Single-family Residential	Single-family residential, Undeveloped

3. *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.
4. *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.
5. *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.
6. *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.
7. *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.
8. *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.
9. *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.
10. *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.

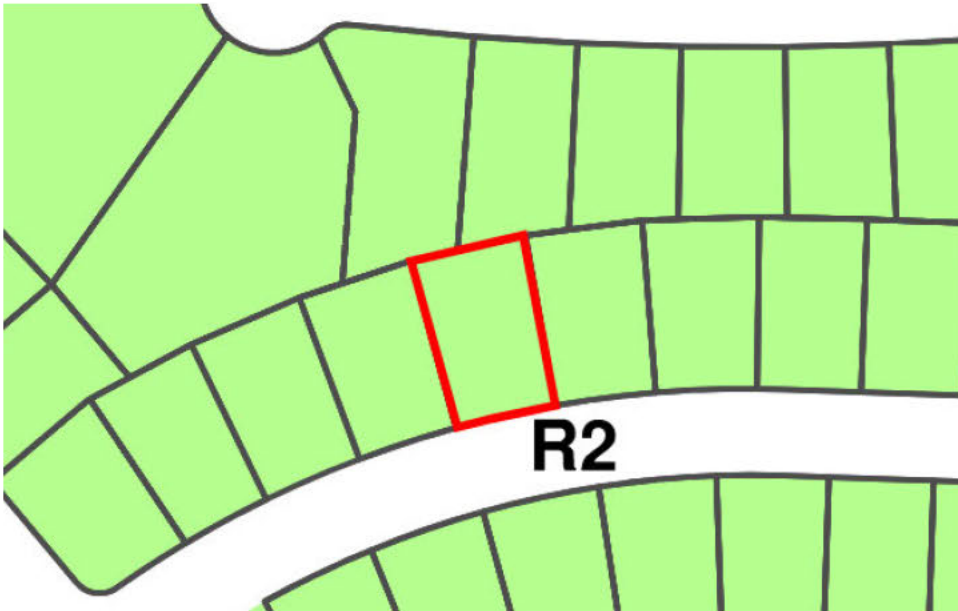


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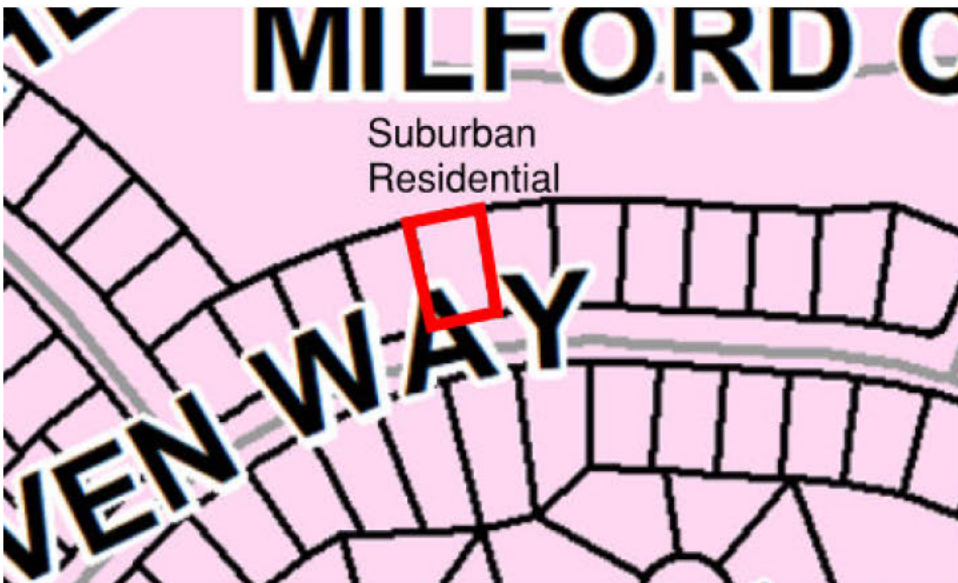
308 Haven Way

Allow a short-term residential rental

Aerial



Zoning



Character Area



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Application #SUSE 0048-2024

Application for Special Exception

Contact Community Development (478) 988-2720

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Allynbeard LLC	Whitney Chance
*Title		Melissa Bearden
*Address	1191 Jackson Spring Rd Macon GA	
*Phone	[REDACTED]	
*Email	[REDACTED]	

Property Information

*Street Address	308 Haven Way Perry GA 31069
*Tax Map Number(s)	0P0660 039006
*Zoning Designation	R2

Request

*Please describe the proposed use: Short Term Rental

Instructions

- The application and ***\$306.00 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.

8. *Signatures: <i>Whitney Chance</i>	3/26/24
*Applicant: <i>Melissa Bearden</i>	*Date: 3/26/24
*Property Owner/Authorized Agent: <i>Whitney Chance</i>	*Date: 3/26/24

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. **No. The Short-term rental (STR) business will be run out of an already existing house built within the neighborhood. No change to the use of the land. There is also no Homeowner’s association or other type of covenant in the neighborhood that would oppose a STR.**

(2) Whether the proposed use is consistent with the Comprehensive Plan. **Yes. Our house rules and requirements will ensure that our STR will not infringe on the quality of life within the neighborhood or community. This includes a maximum of only six guests, quiet hours and a plan for trash collection. Instead, the STR will contribute to the economic development of Perry. We will be hosting guests who will be participating in events at the National Fairgrounds, working professionals coming to work in Perry as well as family members of those stationed at the nearby Airforce base in Warner Robins. They will be visiting local restaurants and businesses and spending money within the city limits.**

(3) Whether all proposed structures, equipment or material will be readily accessible for fire and police protection. **Yes, the existing house where the STR business will take place is accessible to both fire and police services.**

(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.

The proposed use of this house for a STR will not be detrimental to the orderly development of adjacent properties or a deterrent to the improvement of adjacent properties. Our property will have a well-maintained yard and exterior that will encourage other neighbors to keep their exteriors maintained as well. Having guests participating in events at the National Fairgrounds, Perry and the surrounding area will be in harmony with the current activities of the neighborhood. The rental will be hosting families for ball tournaments and working professionals visiting Perry. We also have house rules that will require guests to comply with a quiet hours, no parties, no commercial photography, maximum of 6 guests. They have instructions on how to properly take out trash as well.

(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.

There is a 6-person occupancy limit. No parties or commercial use are allowed. This will have same impact to the neighborhood as a typical person or family living in the residence.

(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.

There is a 6-person occupancy limit. No parties or commercial use are allowed. This will have same impact to the neighborhood and surrounding infrastructure as a typical person or family living in the residence.

(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.

There is a 6-person occupancy limit. No parties or commercial use are allowed. See attached house rules. Tenants are to abide by quiet hours and park in designated parking spots on the property. This will have same impact to the neighborhood and surrounding infrastructure as a typical person or family living in the residence.

(8) Whether the proposed change will adversely affect property values in adjacent areas. The STR will have no adverse effect to neighboring property values. Rather, our requirement to maintain the interior and exterior of the home will encourage other neighbors to keep their property looking nice as well.

(9) Whether there are substantial reasons why the property cannot be used for a permitted use in the district where the property is located.

We see no substantial reason why the property could not be used for an STR.



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Application # _____

Supplement to Application for Special Exception For Initial Short-term Rental (STR) Permit

A Special Exception of Short-term Rental Permit is not complete until this supplemental form and accompanying documents are complete

Contact Community Development (478) 988-2720

*Indicates Required Field

	*Property Owner	*Designated Local Contact Person complying with Sec. 4-3.5(C) of Land Management Ordinance
*Name	Allyn Boyd LLC Whitney Chance & Melissa Bearden	
*Mailing Address	1191 Jackson Springs Rd Macon, GA 31211	
*Phone	[REDACTED]	*24-hour contact: Whitney Chance
*Email	[REDACTED]	

*Street Address of Short-term Rental Unit:	308 Haven Way Perry GA 31069
*Tax Map Number:	OPG 666 039000

*The following items are required to be submitted to complete this supplement (Refer to Sec. 4-3.5 of the Land Management Ordinance (LMO) for standards):

1. Proof of insurance
2. Copy of application for City of Perry Occupational Tax Certificate
3. Copy of proposed Host Rules
4. Plan for trash collection
5. The maximum number of occupants proposed at any given time
6. Plot plan of the premises identifying location and number of parking spaces for the STR
7. Dimensioned floor plan of the STR identifying bedrooms other living spaces and emergency evacuation routes
8. Copy of proposed written rental agreement to be executed between the owner and responsible Person
9. Name and contact information for the homeowner's association, if any, of which the premises is subject to by restrictive covenants
10. Other certifications and information deemed necessary and proper to ensure compliance with the LMO

Upon submittal the City will contact the property owner to schedule an inspection of the property to ensure the proposed short-term rental unit complies with minimum health and safety requirements for use and occupancy. If a premises fails to pass an inspection, a re-inspection fee will be charged for each subsequent inspection. Application for Special Exception will not be scheduled for Planning Commission consideration until the proposed STR unit complies with minimum health and safety requirements.

***Notarized Property Owner Signature:**

I affirm that the information provided in this supplement is accurate and complete. I understand an STR permit may be revoked by the administrator if the permit holder has: 1) received more than 2 citations for violations of the Code of the City of Perry within the preceding 12-month time period, or 2) failed or refused to comply with an express condition of the permit and remains in non-compliance ten days after being notified in writing of such non-compliance, or 3) knowingly made a false statement in an application or supplement, or 4) otherwise become disqualified for the issuance of a permit under the terms of the Land Management Ordinance. I further understand that I must wait one year from the date of a revoked permit before an STR renewal permit can be issued.

Signature _____

Date _____

***Notary Public signature and seal:**

Signature: _____

Seal: _____

Date: _____

Whitney Chance



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CITY OF PERRY, GEORGIA
APPLICATION FOR OCCUPATIONAL TAX CERTIFICATE
Post Office Box 2030 - 1211 Washington Street - Perry, Georgia 31069
Office 478-988-2740 Fax 478-988-2748
liz.nelson@perry-ga.gov

- New
- Renewal
- Change

Business Name Allynbeard LLC Phone Number [REDACTED]
 Type of Business: Short Term Rental
 Business physical location 308 Haven Way Perry GA 31069
 Business mailing address 1191 Jackson Springs Rd Macon GA 31211
Street or P O Box City State Zip
 Number of employees (including manager) N/A (only 2 owners) NAICS Code 721199
 Full legal name of applicant Whitney Chance, Melissa Bearden
(Applicant must provide current legal driver's license)

Residence Address 1191 Jackson Springs Rd Macon, GA 31211
Street City State Zip

Cell Phone Number [REDACTED] Home Phone Number _____
 Work Phone Number _____ Email [REDACTED]

Full legal name of Owner/Manager/Agent Whitney Chance, Melissa Bearden
 Full legal name of entity operating business Allynbeard LLC

Full legal name of persons/entities having 20% or more interest in operating entity.
Whitney Chance
Melissa Bearden

Business federal employer identification number 1290293

Please list any other associated trade names for the business N/A

I, the applicant hereinabove set forth, after being duly sworn, under oath states the foregoing information is true and correct to my best knowledge and belief. So help me God

This 26th day of March, 2024.

Whitney Chance
Applicant Signature

3/26/2024
Date

Whitney Chance



9800 Fredericksburg Road
San Antonio, Texas 78288

MELISSA BEARDEN
308 HAVEN WAY
PERRY, GA 31069

March 8, 2024

Reference: Existing USAA Rental Property Insurance Policy Summary

We're writing to provide the following summary of the USAA rental property policy:

Effective date of policy:	March 24, 2023 12:01 a.m. local time
Policy expiration date:	March 24, 2024 12:01 a.m. local time
Policy location:	308 HAVEN WAY, PERRY, GA 31069
Policy number:	CIC 026075180 81A
Named Insured:	MELISSA BEARDEN
Additional Insured:	WHITNEY CHANCE
Additional Insured Type:	Co-owner

Description of coverage(s)

Dwelling coverage:	\$230,000
Home Protector:	Included
Personal belongings:	\$2,500
Personal liability:	\$1,000,000
Medical payments:	\$5,000
Deductible(s)	
All other perils:	\$2,000
Wind and hail:	1.00% (\$2,300)

Revised Annual Premium: \$830.29

Mortgage clause:	FIRST FEDERAL BANK C/O LOANCARE ISAOA/ATIMA PO BOX 202049 FLORENCE, SC 29502-2049
Loan number:	2020047388

Your Home Protector coverage, if included, provides you an additional 25% of dwelling coverage. Policy terms, conditions and exclusions apply.

Notification to Additional Interest Upon Cancellation

If this policy is canceled or not renewed, the mortgagee/lender will be properly notified at least 10 days before the date cancellation or nonrenewal takes effect.

House Rules & Check Instructions

House rules

[Learn more](#)

Maximum number of pets allowed

− 2 +

Events allowed

✕ ✓

Smoking, vaping, e-cigarettes allowed

✕ ✓

Quiet hours

✕ ✓

Commercial photography and filming allowed

✕ ✓

Number of guests

− 6 +

Check-in and checkout times

Arrive between 4:00 PM - Flexible
Leave before 10:00 AM

>

Additional rules

ABSOLUTELY NO SMOKING OF ANYKIND INSIDE No parking on the grass Pets not allowed on the beds. Evidence of any of the above will result in additional cleaning fees

>

308 Haven Way Check-In Instructions:

Hi there! The house is ready. Please use the keypad lock for initial entrance. Punch in the code below. Then hit the lock button in the middle. You can use this keypad entry throughout your stay. Please make sure not to lock the door knob lock underneath the key pad lock when exiting the house. Otherwise, you will lock yourself out.

Check-in instructions:

Door Code: XXXX

WIFI Network: KINETIC_baee61

Password: XXXXXX

***This information is also on the back of the router located in the middle bedroom. If you are having connection issues, then please unplug the router for a few minutes and then plug it back in. That will reset the router and, often times, resolve connection issues.

Streaming Services: All TVs are smart TVs equipped with Roku. Please use your credentials to log into the apps of your choice.

Parking: You can park one car in the garage. You can access the garage by using the garage door button on the inside of the house. You can park two cars in the driveway.

Please keep in mind, we have been experiencing record high temperatures this summer across the US and particularly here in the Southeast. Be cognizant not to leave doors or windows open for an extended period of time. That can put a strain on the air conditioning unit and cause it to freeze up.

Garbage Day: If you are staying on a Tuesday night, please take the trash can out to the road.

House Rules:

Check in: 4pm

Check out: 10am

Quiet Hours from 9pm to 8am

No Events allowed including but not limited to parties.

No more than 6 guests allowed.

No smoking, vaping or E cigs allowed inside the house

No more than 2 pets allowed

No photography or filming allowed inside or on the property

Pick up after your pets

No parking on grass

Checkout Instructions:

- Checkout is at 10am unless otherwise discussed with the host. \$100 late check out fee will be imposed if not followed.
- Throw out any food that is in the refrigerator
- Place all trash in the outdoor trash can
- Clean up after your dog in the yard
- Load and Run the dishwasher
- Don't worry about stripping the beds. Start a load of towels in the washing machine. Leave the rest of the towels on the laundry room floor
- Set the thermostat to 75 degrees
- Turn off all lights

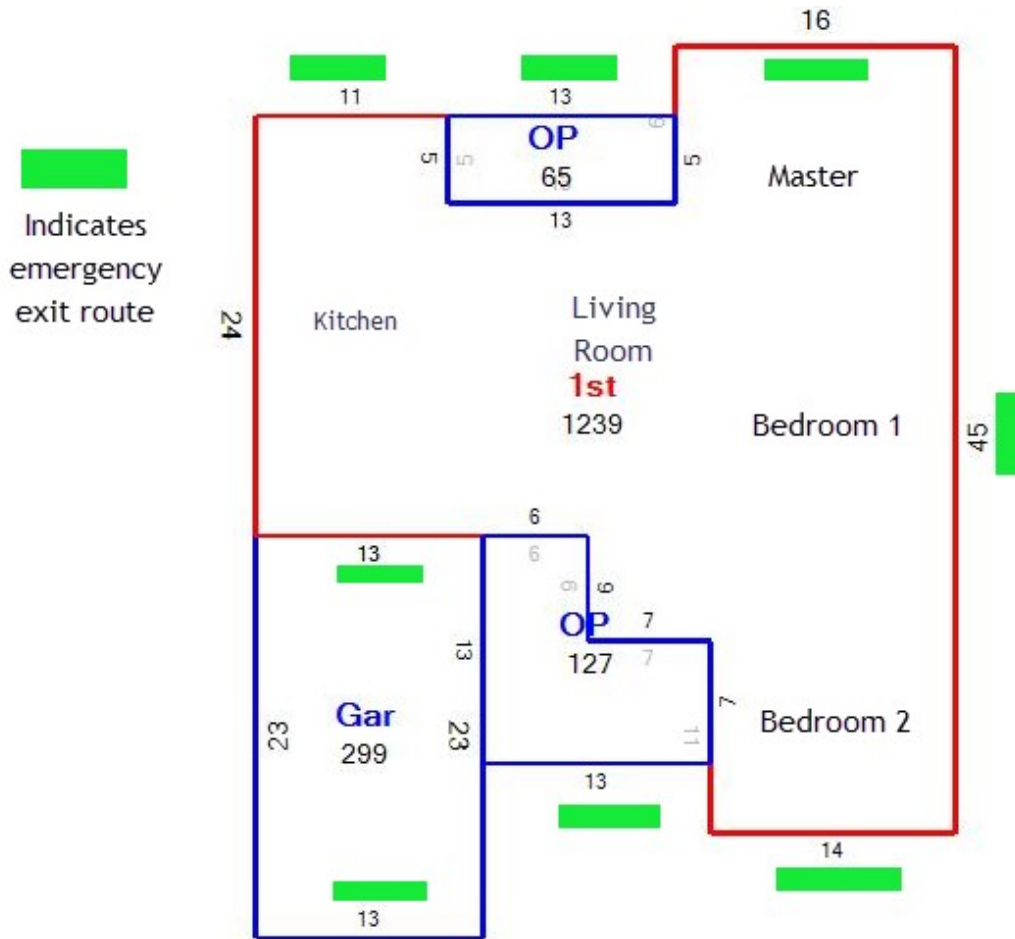
We hope that you enjoyed your stay!!

Please call or text Melissa (478) 262-7577 or Whitney (706) 573-3352 with any urgent concerns.

Parking Spots 1&2. See image below



308 Haven Way – Dimensional Floorplan with emergency evacuation routes



SAMPLE AIRBNB RENTAL AGREEMENT

This lease, entered into this _____ day of _____ 20____, by and between YOUR NAME, Owner ("Owner") and _____, "Renter" for the property located PROPERTY ADDRESS ("Property").

1. **TERM:** The term of the lease shall begin on the arrival date of: _____ and end on the departure date of _____ for ___ number of nights. The property will be ready for occupancy no earlier than CHECK IN TIME on the arrival date and must be vacated no later than CHECK OUT TIME on the departure date.

1. **RENT:** The rent is \$_____ plus a housekeeping fee and a security deposit payable as follows:

1. **PAYMENTS:** The following payments are due at time of reservation:
 - 100% of rental fee _____ to secure reservation.
 - Security Deposit ADD FEE AMOUNT.
 - Housekeeping fee ADD CLEANING FEE This is to prepare house for next renter; linens and towels provided; no daily housekeeping service.

1. **LIMITED OCCUPANCY:** Occupancy is limited to a maximum of INCLUDE MAXIMUM NUMBER. If Owner concludes that this policy has been breached, the Owner reserves the right to expel the entire party with no refund.

1. **NON-DISTURBANCE CLAUSE:** Renter and their guests shall not disturb, annoy, endanger (fireworks) or inconvenience neighbours nor use the premises for any unlawful purposes.

1. **CARE OF PREMISES/DAMAGES: NO PETS ALLOWED. NO SMOKING PERMITTED IN HOUSE.** Automatic eviction plus forfeit of deposit and rent if violated. Renter agrees to pay Owner for any damages to furnishings, household items or pool that occur as a result of Renter's

occupancy. This will include payment of any additional cleaning charges over \$100.00 incurred due to Renter's occupancy.

1. **OWNERS RIGHTS:** Renter agrees that if the conditions and limitations set forth herein are not met, Owner shall have the right to cancel this agreement and may enter the Property, either by statutory proceedings or by force, to inspect the Property and ensure that Renter has vacated the Property. All monies paid by Renter shall be forfeited as liquidated damages.

1. **INDEMNITY CLAUSE:** Renter hereby agrees to Indemnify and hold Owner harmless from any and all claims including those of third parties, arising out of or in any way related to Renter's use of Property or the items of personal property provided therein. Renter assumes all risk of injury or other losses relating to any recreational activities including use of the private swimming pool on the Property and will hold Owner harmless with respect thereto.

1. **NO SUBLETTING:** Renter may not sublet or assign this lease for all or any part of the premises without prior written consent of the Owner.

1. **REPAIRS AND MAINTENANCE:** The Property is rented with the Owner's furniture and household furnishings. Owner shall not be responsible for providing additional furnishings or equipment not presently available in Property. Renter will report any maintenance issues immediately to the Owner. Owner will make every effort to repair and/or replace any equipment that is not working properly, but cannot guarantee that all equipment is in good operating order at all times and no rate adjustments or refund will be made for equipment or appliance failures.

1. **CANCELLATIONS** Guests get a full refund if they cancel within 48 hours of booking and at least 14 days before check-in.

1. **PARKING:** Park in either of the two spaces in the driveway. You may also park inside the garage. No parking on grass.

Renter and Owner, by signing this Rental Agreement, acknowledge that they will comply with the terms of this agreement and each assumes the responsibility for the obligations set forth herein.

Renter acknowledges receipt of the House Rules.

Renter acknowledges that they have read, accept, and agree to the terms set forth.

Owner Signature

Renter Signature(s)

Date_____ Date_____

Renter Name(s) _____

Billing Address (for credit card)_____

Mailing Address(if different)_____

Email Address _____

Telephone: cell/home _____work:_____

Emergency Contact _____

HOUSE RULES

ADD HOUSE RULES HERE:

Check in: 4pm

Check out: 10am

Quite Hours from 9pm to 8am

No Events allowed including but not limited to parties.k0

No more than 6 guests allowed.

No smoking, vaping or E cigs allowed inside the house

No more than 2 pets allowed

No photography or filming allowed inside or on the property

Pick up after your pets

No parking on grass

CHECK OUT PROCEDURES:

- a. **CHECK-OUT NO LATER THAN CHECK OUT TIME**
- b. All furniture should be returned to its original location.

- c. Empty all trash in garbage dumpster located at the far end of the parking garage in the designated area (towards the beach).
- d. Remove and dispose of all food items from refrigerator and pantry/cabinets.
- e. Place dishes, utensils, etc. in dishwasher and turn it on when you depart.

Thank you for agreeing to the terms of this rental agreement, and I hope you have a great stay.

Thanks, YOUR NAME

Renter

Date