

1 CITY OF EAST POINT
2 FULTON COUNTY, GEORGIA

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4
5 AN ORDINANCE TO AMEND CODE OF ORDINANCES,
6 PART 11 – BUSINESS LICENSING AND REGULATIONS,
7 CHAPTER 9 RENTAL DWELLINGS AND RENTAL UNITS, TO ALLOW WHOLE HOUSE
8 LODGING IN RESIDENTIAL AND MULTI-FAMILY DISTRICTS AS AN USE PERMITTED
9 WITH PRESCRIBED CONDITIONS
10

11 WHEREAS, the duly elected governing authority of the City of East Point, Georgia is the Mayor and
12 Council; and

13 WHEREAS, the governing authority desires to amend the East Point City Code of Ordinances; and

14 WHEREAS, the amendments contained herein will help to eliminate conflicts in ordinances pertaining to
15 development regulations.

16 WHEREAS, Sec. XX-XX authorizes local government to amend ordinances regulating land use within
17 their jurisdiction; and

18
19 WHEREAS, the amendment set out below is made in accordance with Sec. XX-XX of the City Ordinance;
20 and

21 WHEREAS, City Council finds that the sharing economy that is being nationally embraced is growing
22 trend by the public to provide accommodations in their homes to travelers. Council finds the provision of such
23 lodging accommodations in their homes to travelers. Council finds the provision of such lodging accommodations
24 can be beneficial under certain circumstances, and if properly regulated, peer-to-peer lodging can provide a means
25 of assisting property owners to keep properties in good repair, which, in turn, stabilizes home ownership, maintains
26 property values, and strengthens the economy of the City; and
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28

1 **WHEREAS**, it is important to maintain the residential character of the neighborhoods within the city.
2 Absent appropriate controls on the number and manner and places of operation of whole-house lodging,
3 neighborhoods stand to be harmed by undue commercialization and disruption to the primary and overarching
4 purpose of a neighborhood being first and foremost a residential community, where people actually live, not a
5 place of short-term occupancy. Access to housing is not the same as access to home ownership, and inordinate
6 reductions in the supply of housing available for standard rentals for the citizens of East Point could have a
7 destabilizing effect on housing affordability; and
8

9 **WHERE AS**, the regulations set forth in this section recognize the different characteristics and built
10 environments of different neighborhoods within the city by maintaining the residential character of neighborhoods
11 by limiting the number of location of whole-house lodging, thereby curbing the potential of neighborhoods to
12 become predominantly places for short-term tenants; and
13

14 **WHERE AS**, the amendment set out below is intended to promote the public health, safety, and welfare
15 by amending the Code to include regulations for whole-house lodging.
16

17 **THEREFORE, BE IT ORDAINED:**

18 **SECTION 10-2062(a)** of the Zoning Code, Sec. 10-2062(a) **R-1A (Urban Residential District)**, is hereby
19 amended to add:
20 "Whole-house Lodging."

21 **SECTION 10-2064(a)** of the Zoning Code, Sec. 10-2064(a) **R-2 (Two Family Dwelling District)**, is
22 hereby amended to add:
23 "Whole-house Lodging."

24 **SECTION 10-2065(a)** of the Zoning Code, Sec. 10-2065(a) **R-3 (Multi-Family District)**, is hereby amended
25 to add:
26 "Whole-house Lodging."

27 **SECTION 10-2066(a)** of the Zoning Code, Sec. 10-2066(a) **R-4 (Multi-Family District)**, is hereby
28 amended to add:

1 "Whole-house Lodging."

2
3 SECTION 10-2075(a) of the Zoning Code, Sec. 10-2075(a) R-M (Commercial Redevelopment
4 District), is hereby amended to add:

5 "Whole-house Lodging."

6 **Sec XX: Chapter XX:** Whole-house lodging uses in the residential and multifamily districts.

7
8 1. Within the R-1A, R-2, R-3, R-T and CR (Urban Residential, Multifamily, Residential Townhouse
9 and Commercial Redevelopment) zoning districts, whole-house lodging establishments are
10 permitted subject to the following conditions.

11
12 ~~2. Each whole house lodging establishment shall meet the minimum separation distance of three
13 hundred (300) feet from any other residentially zoned whole house lodging establishment or any
14 properly permitted bed and breakfast lodging also within a residential zoning district, as
15 measured from parcel line to parcel line. In the case of a duplex, triplex, quadraplex or
16 multifamily development, this shall be measured from the parent parcel lines. The total number
17 of permitted uses shall be limited by a cap.~~

18
19 **Division 11; Part 11: Registration.**

- 20
21 1. The property owner shall register each establishment annually with the city of East Point
22
23 2. The owner shall provide proof of possession of the registered premises.
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25 3. A registration number shall be assigned to each registered establishment, which shall be clearly
26 noted along with any advertisement for lodging.
27
28 4. Registration is limited to natural persons only and no person shall be eligible for more than one
registration for a whole-house lodging in any residential district.

- 1 5. Active registrations shall not expire; however, all property owners shall renew registration on an
2 annual basis. Registrations not renewed on an annual basis shall deem the use terminated by
3 the property owner.
- 4 6. Registration does not vest the premises or the property owner with any rights. Registration
5 terminates upon the transfer of the property.
- 6 7. Only one registration may be issued per property, either whole-house lodging or bed and
7 breakfast lodging, at any given time.
- 8 8. For the initial registration process, a lottery method shall be utilized based on the cap and
9 separations requirements. Subsequent registrations will be processed by the city manager on a
10 first-come, first-served basis.

11
12 Chapter 2; Article A: Parking

- 13 9. A minimum of one off-street parking space, of an all-weather surface, per bedroom is required.
14 If off-street parking is not available on site, shared parking or rented spaces in a private or
15 municipal parking deck or lot may be used to satisfy this requirement. Proof of a shared parking
16 plan or rental of spaces shall be included with annual registration. A shared parking plan will be
17 enforced through written agreement among all owners on record. An attested copy of the
18 agreement between the owners of record must be approved by the city attorney and submitted
19 to the city for recordation on forms made available in the office of the city attorney. Recordation
20 of the agreement must take place before issuance of a registration for any short-term lodging
21 use to be served by the off-site parking area. A short-term lodging registration shall be revoked
22 if required off-street parking spaces cannot be provided.

23
24 The use provisions of this section are not subject to variance by the board of adjustment.

25 The definition of "family" and the restriction of a minimum thirty (30) day rental period in the MF districts
26 shall not apply to properly registered whole-house lodging uses.
27
28

1 Any use for which there are three (3) final determinations of violations of the City Code and/or criminal
2 convictions related to the parcel (on, adjacent to, or within the property) by a property owner, tenant, guest, host,
3 lessee, or individual otherwise related directly to the property within any rolling three hundred sixty five (365) day
4 period, shall constitute a violation of the terms of registration and shall terminate registration. For any registration
5 that terminated due to code/criminal violations, the property owner shall be ineligible for registration for a period of
6 three (3) years.

7
8 A property owner who terminates registration shall be ineligible for registration for a period of three (3)
9 years at that address.

10 Any property owner registering a whole-house lodging shall 1) be responsible for ensuring compliance
11 with all federal, state, and local laws, including, but not limited to tax code, building code, fire code, and
12 environmental health regulations for the level of occupancy of the lodging and 2) not allow any party, event,
13 classes, weddings, receptions, or other large gatherings on the premises.

14 Property owners registering a whole-house lodging are responsible for keeping in full force and effect
15 during all times the unit is used as a whole-house lodging commercial general liability insurance with a total limit
16 of not less than \$300,00 each occurrence for bodily injury and property damage.

17
18 Registrants shall maintain records demonstrating the local operator, the dates of rental for the previous
19 three hundred sixty five (365) days, and the number of renters. Such records shall be made available, upon
20 request, to the City Manager.

21 Registration shall terminate upon any one of the following: discontinuance of use for a period of one
22 hundred eighty (180) days or more, failure to renew annual registration, transfer of property.

23 Written notice shall be conspicuously posted inside each short-term lodging unit setting forth the following
24 information:

25 The name and telephone number of the operator.

26 The address of the lodging, the maximum number of overnight occupants permitted, and the day(s)
27 established for garage collection.
28

1 The non-emergency phone number of the city of East Point Police Department.

2 The annual registration number.

3 That parties, events, classes, weddings, receptions, and large gatherings are not permitted.

4 The operator shall ensure that all refuse is stored in appropriate containers and set out for collection on
5 the proper collection day and the carts removed from the street or alley on the scheduled collection day, in
6 accordance with Sections XX of the City Code.

7
8 Preparation and service of food by operators for guests shall be prohibited. No cooking shall be permitted
9 in individual bedrooms.

10 Any establishments existing at the time of the adoption of this ordinance and conforming with the
11 regulations effective prior to adoption of this ordinance for which registration cannot be accommodated due to the
12 cap or the separation requirements shall have a one year amortization period. If, after this amortization period, the
13 whole-house lodging establishment is unable to properly register , the use of the property as whole-house lodging
14 must be terminated. Any such establishment shall register with temporary registration with the city manager.

15 Section XX: That any person violating the provisions of this ordinance shall be subject to the penalties
16 set forth in Section XX of the City Code

17
18 Section XX: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed
19 to the extent of such conflict.

20 Section XX: That if any section, subsection, paragraph, sentence, clause, phrase or portion of this
21 ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion
22 shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

23
24 NOW BE IT ORDAINED BY THE CITY COUNCIL OF EAST POINT, GEORGIA AS FOLLOWS:

25 Section 1. The Code of Ordinances of the City of East Point, Georgia Part 11, Business Licensing and
26 Regulations, Chapter 9 Rental Dwellings and Rental Units is deleted in its entirety and replaced with the following:

27
28 Chapter 9 – Reserved

1
2 Section 2. This ORDINANCE shall be codified in a manner consistent with the laws of the State of
3 Georgia and City of East Point.

4 Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all Sections,
5 paragraphs, sentences, clauses and phrases of this ORDINANCE are, upon their enactment, believed by the
6 Mayor and Council to be fully valid, enforceable and constitutional.

7
8 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent
9 allowed by

10 law, each and every section, paragraph, sentence, clause or phrase of this ORDINANCE, is severable
11 from every other section, paragraph, sentence, clause or phrase of the ORDINANCE. It is hereby further declared
12 to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph,
13 sentence, clause or phrase of this ORDINANCE is mutually dependent upon any other section, paragraph,
14 sentence, clause or phrase of this ORDINANCE.

15 (c) In the event that any phrase, clause, sentence, paragraph, or section of this ORDINANCE shall, for
16 any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or
17 decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity,
18 unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid,
19 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or
20 sections of the ORDINANCE and that, to the greatest extent allowed by law, all remaining phrases, clauses,
21 sentences, paragraphs and sections of the ORDINANCE shall remain valid, constitutional, enforceable, and of full
22 force and effect.
23

24 Section 4. ALL ORDINANCES and parts of ORDINANCES in conflict herewith are hereby expressly
25 repealed.

26 Section 5. Penalties in effect for violations of Part 1 of the Code of Ordinances, City of East Point, Georgia
27 at the time of the effective date of this ORDINANCE shall be and are hereby made applicable to this ORDINANCE
28 and shall remain in full force and effect.

1 Section 6. The effective date of this ORDINANCE shall be the date of adoption unless otherwise specified
2 herein.

3
4 Public Hearing: _____

5 First Reading: _____
6

7
8 **SO PASSED AND APPROVED** this _____ day of _____ 2019.
9

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11
12 **SPONSORED BY:**

13
14 _____
15 **Deana Holiday Ingraham, Mayor**

16
17 **APPROVED AS TO FORM:**

18 **ATTEST:**

19 _____
20 **Brad Bowman, City Attorney**

21 _____
22 **Keisha McCollough, City Clerk**