



CLARKSTON CITY HALL
736 PARK N. BLVD., STE 120
CLARKSTON, GEORGIA 30021
(404) 296-6489 ♦ WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks

Councilmembers:

Debra Johnson-Vice Mayor

Jamie Carroll

Sharifa Adde

Susan Hood

Yterenickia Bell

Mark Perkins

ChaQuias Miller-Thornton, City Manager

TUESDAY, JULY 29, 2025 - 7:00 PM

IN-PERSON & ZOOM

CITY COUNCIL CHAMBERS

3921 CHURCH ST. - CLARKSTON, GA 30021

CITY COUNCIL WORK SESSION AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENTS

Any member of the public may address questions or comments to the City Council referencing only agenda items after the Mayor and Council have had the opportunity to discuss the agenda item. Each attendee will be allowed 3 minutes for comments.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

5. OLD BUSINESS

- A.** To discuss an ordinance to amend the Clarkston Zoning Ordinance to add definitions and use regulations for child day care, adult day care, convenient stores, grocery stores, fitness centers, and small food retail.
- B.** To discuss an ordinance to amend the Clarkston Zoning Ordinance to require a mix of land uses within projects in the Town Center (TC) zoning district for parcels over one (1) acre in size.

6. NEW BUSINESS

- A.** To discuss the Greenway Trail Phase I Review Committee's recommendation of the highest ranked consultant proposal for design, construction plan development, and right-of-way acquisition services.
- B.** To discuss a resolution establishing a Vision Zero policy to work towards zero traffic deaths and zero severe injuries.
- C.** To discuss an ordinance to amend CUP19-02 zoning conditions for 1352 Brockett Road.
- D.** To discuss a request for a Clemsil Overlay development review for a single-family home at 3637 Lincoln Street (1212 Patricia Davis Drive).
- E.** To discuss a request for variances from Section 305 to reduce minimum lot widths and Sec. 540(a) to not require a 5' sidewalk at 911, 917, 929, and 935 Mell Avenue.
- F.** To discuss the initial proposal of a Traffic Calming Policy.
- G.** To discuss the transfer of an alcohol license application to Dillyet, LLC d/b/a 76 Food Mart located at 4556 E. Ponce De Leon Ave., Ste. A, Clarkston, GA 30021.
- H.** To discuss Chapter 3 of the Code of Ordinances pertaining to Alcoholic Beverages.



- I. To discuss the Affordable Housing Assistance Program.

7. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Work Session at 7:00 p.m. on Tuesday, July 29, 2025. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

<https://us02web.zoom.us/j/84519852946?pwd=A9p6saN42XF1YDaAB32985TjasanHP.1>

After registering, you will receive a confirmation email containing information about joining the webinar.



CITY OF CLARKSTON

ITEM NO: 5A

CITY COUNCIL REGULAR SESSION

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: July 29, 2025

SUBJECT: To discuss an ordinance to amend the Clarkston Zoning Ordinance to add definitions and use regulations for child day care, adult day care, convenient stores, grocery stores, fitness centers, and small food retail.

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: ☒ YES ☐ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 7

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To discuss and review an ordinance to amend the text of the Clarkston Zoning Ordinance as follows: (1) amend Appendix A, Article IV, Section 403 – Use Table, to add use regulations for child day care, adult day care, convenient stores, grocery stores, fitness centers, and small food retail to the use table; and (2) amend Appendix A, Article VII – Definitions, to revise the definition of convenience store and to add definitions for grocery store, fitness center, and small food retail to the Definitions.

NEED/ IMPACT: The proposed text amendments will provide definitions and use regulations for convenient stores, grocery stores, fitness centers, and small food retail, and provide use regulations for child day care/adult day care uses.

RECOMMENDATION: Staff is recommending deferral of this text amendment to the August 26th work session to continue outreach and research.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TEXT OF THE CLARKSTON ZONING ORDINANCE, APPENDIX A, ARTICLES IV AND VII, TO ADD USE REGULATIONS FOR CHILD DAY CARE, ADULT DAY CARE, CONVENIENCE STORES, GROCERY STORES, FITNESS CENTERS, AND SMALL FOOD RETAIL TO THE USE TABLE; TO AMEND THE DEFINITION OF CONVENIENCE STORE; AND TO ADD DEFINITIONS FOR GROCERY STORE, FITNESS CENTER, AND SMALL FOOD RETAIL TO THE DEFINITIONS.

WHEREAS, Table 4.1 of the City's Zoning Ordinance sets forth certain permitted and conditional uses within City zoning districts, with any use not specifically listed in Table 4.1 or interpreted to be allowed by the city manager being prohibited; and

WHEREAS, Table 4.1 currently does not include explicit use regulations for child and/or adult day care centers, convenience stores, fitness centers, or small food retail establishments, and as such, these uses are prohibited within all City zoning districts; and

WHEREAS, Table 4.1 currently permits grocery stores but only within the TC zoning district; and

WHEREAS, the City Council finds that child and/or adult day care centers, convenience stores, fitness centers, and small food retail establishments are appropriate uses in certain zoning districts and may be appropriate in other zoning districts depending on site-specific conditions as contemplated by Zoning Ordinance Section 219; and

WHEREAS, the City Council finds that grocery stores should be available in additional zoning districts depending on site-specific conditions as contemplated by Zoning Ordinance Section 219; and

WHEREAS, the City Council desires to amend Table 4.1 to allow child and/or adult day care centers, convenience stores, fitness centers, and small food retail establishments in certain zoning districts, and to allow conditional use permits for such establishments in other zoning districts as is more specifically set forth in the revised Table 4.1 below; and

WHEREAS, the City Council desires to further amend Table 4.1 to allow grocery stores within the NC-2 zoning district, and to allow conditional use permits for grocery stores in the TC and NR-CD zoning districts; and

WHEREAS, to provide clarity for the public, the City Council also desires to amend Article VII of the Zoning Ordinance by revising the definition of convenience store and creating definitions for grocery store, fitness center, and small food retail; and

WHEREAS, the City has fully complied with the requirements of the Zoning Procedures Law in adopting this ordinance.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston as follows:

SECTION 1. Appendix A, Article IV, Division 1, Section 403 – Use Table, of the City of Clarkston Code of Ordinances is amended by deleting the existing Table 4.1. in its entirety and replacing it with the following table:

Table 4.1 Use Table											
P: Permitted use C: Conditional use subject to the conditional use permit application procedures specified in article II of this chapter AP: Administratively approved use Pa: Accessory use as regulated by article IV of this chapter.	NR-1	NR-2	NR-3	NC-1	NC-2	TC	I	R-OS	NR-CD	RC	Supplemental Standards
Residential											
Apartment childcare or tutoring			P	P	P	P			P		Sec. 404
Assisted Living									P	P	
Boarding or Rooming House, except halfway houses									C	C	
Dwelling, Accessory	P	P	P						P	P	Sec. 413
Dwelling, Duplex		P	P						P		
Dwelling, Multi-family				P	P	P			P	P	
Dwelling, Single-family detached	P	P	P						P	P	
Dwelling, Townhome		P	P						P		
Dwelling, Triplex			P						P		
Dwelling, Quadruplex			P								
Home Occupation	P	P	P								Sec. 407
Non-commercial horticulture and agriculture	P	P	P								Sec. 408
Non-commercial poultry	P	P	P								Sec. 409
Personal Care Home									C	C	
Planned Unit Developments											
Cottage Housing Developments		P*	P*						P*	P*	
Planned Commercial Development				P*	P*	P*			P*	P*	
Planned Mixed-Use Development				P*	P*	P*			P*		
Planned Residential Development		P*	P*							P*	
Commercial and Retail											
Adult entertainment or establishment							C				
Antique shop				P	P	P				P	
Apparel store				P	P	P					
Art store/gallery				P	P	P			P	P	
Banks and financial institutions				P	P	P				P	
Bed and breakfast inns			C			P				C	Sec. 405
Book and video store (non-adult oriented)				P	P	P				P	
Bottle shop/package store					C	P	P				
Bowling Alleys						P	P		C		
Camera shop				P	P	P			P		
Car washes					C		C				
Child day care, adult day care				P	P	P			P	P	Sec. 406

Convenient store w/o fuel pumps				P	P		P				
Convenient store w/ fuel pumps				C	P		P				
Dry cleaner (except drive thru)				P	P						
Eating and drinking establishment, excluding drive-thru/drive-in establishments				P	P	P	P		P	P	
Eating and drinking establishment, including drive-thru/drive-in establishments					C						
Electronics and appliance store						P					
Entertainment venues (non-adult oriented)							P				
Florist				P	P	P			P	P	
Funeral home (no on-site crematory services)							P				
Furniture and home furnishings						P					
Greenhouses and horticultural nurseries				P	P				P	P	
Grocery store					P						
Fitness Center 5,000 sq. ft or less				P	P	P	P		P	P	
Fitness Center 5,000 sq. ft or greater					P		P		C		
Hookah/Vape Store											
Hospital							P				
Hotel						C					
Jewelry store				P	P	P			P	P	
Laundry, self-service				C	C		C				
Massage establishment							C				
Microbrewery				P	P	P	P		C		
Movie Theater (non-adult oriented)						P	P				
Non-automotive repair services (cameras, jewelry, shoes)				P	P	P	P				
Parking structure				Pa	Pa	Pa	Pa	Pa	Pa		
Personal service establishment (barber shop, hair salon, nail salon)				P	P	P			P	P	
Pet boarding/breeding kennel							P				
Pet grooming and supply shop				P	P	P					
Pharmacy or Drug store				P	P						
Recycling collection				Pa	Pa	Pa	Pa			Pa	
Recycling collection/drop off centers									Pa		
Research and experimental testing laboratories							C				
Retail, 2,500 - 5,000 s.f.					P	P			P	C	
Retail, 2,500 s.f. or less				P	P				P	P	
Retail, over 5,000 s.f.						P	P				
Shoe store				P	P	P					
Small food retail					P	P					
Sporting goods store				P	P	P					
Tattoo parlor and piercing studio					P	P	P				
Title loan businesses, pawn shops							C				
Toy store				P	P	P					
Office, Institutional, and Cultural											
Library, Public				C	C	C	C	C	C	C	

Pre-schools and similar establishments				P	P	P			P	P	
Office (Professional)				P	P	P	P			P	
Office (Medical)				P	P	P	P			P	
Office (Veterinary without boarding)				P	P	P	P			P	
Parks/Green Space	P	P	P	P	P	P	P	P	P	P	
Places of assembly, including religious institutions	C	C	C	C	C		P		C	C	Sec. 411
Tutoring Establishments			P	P	P	P			P	P	
Industrial and Manufacturing											
Automobile, truck, motorcycle and heavy equipment sales/service/rental/parts/repair establishments					C		P				
Building and equipment supply/repair services (no outdoor storage)							P				
Commercial dry-cleaning plants							C				
Communications towers (cellular)							C				
Crematories							C				
Manufacturing and assembly, provided no gas, fumes or odors are emitted as a result of the activity							P				
Outdoor storage, commercial											
Trade shops (locksmith, gunsmith, sheet metal, upholstery, furniture, appliance, electrical, carpentry)							P				
Wholesaling and warehousing (entirely indoors)							P				
Temporary Uses											
Farmer's market				AP	AP	AP	AP	AP	AP	AP	Sec. 414
Festival				AP	AP	AP	AP	AP	AP	AP	Sec. 414
Food truck				AP	AP	AP	AP	AP	AP	AP	Sec. 414
Seasonal activities and sales				AP	AP	AP	AP	AP	AP	AP	Sec. 414
Storage of construction equipment				AP	AP	AP	AP	AP	AP	AP	Sec. 414
Tent sale/sale of goods from temporary location				AP	AP	AP	AP	AP	AP	AP	Sec. 414
* When approved by City Council											

SECTION 2. Appendix A, Article VII of the City of Clarkston Code of Ordinances is amended by replacing the definition of “convenience store” with the following definition:

Convenience store: Any retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with the same and having a gross floor area not greater than two thousand seven hundred (2,700) square feet.

SECTION 3. Appendix A, Article VII of the City of Clarkston Code of Ordinances is further amended by adding the following definitions:

Fitness center: A building or portion of a building designed and equipped for the conduct of sports, exercise, and related leisure activities, or other customary and usual recreational activities, operated for profit or not-for-profit and which may be open only to bona fide members and their guests or to the public for a fee. Accessory uses which support the principal use may include therapy treatments such as massage, meditation and other healing arts. The term "fitness center" shall not include adult entertainment establishments, hospitals, or other professional health care establishments separately licensed as such by the state.

Grocery store: A store that is 10,000 square feet or more where most of the floor area is devoted to the sale of food products for home preparation and consumption, which typically also offers other home care and personal care products.

Small food retail: A retail business less than 5,000 square feet in size that sells a curated selection of fresh and pre-packaged foods, and which includes the preparation of fresh foods for on-site or off-site consumption.

SECTION 4. This ordinance is intended to be severable. Should any portion of this ordinance be judged invalid by a Court of competent jurisdiction, such order or judgment shall not invalidate the remainder of this ordinance.

SECTION 5. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

Notice Published in DeKalb Champion: _____

Public Hearing Held by City Council: _____

SO ORDAINED this _____ day of _____, 2025.

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to form:

Stephen G. Quinn, City Attorney

STAFF ANALYSIS AND REPORT

To: City of Clarkston Mayor & City Council

From: Richard Edwards, AICP

Subject: Proposed Text Amendments to the City of Clarkston Zoning Ordinance, Appendix A, Article IV and VII, to add use regulations for child day care, adult day care, convenience stores, fitness centers, and small food retail to the use table; to expand use regulations for grocery stores; to amend the definition of convenience store in the Definitions; and to add definitions for grocery store, fitness center, and small food retail to the Definitions.

Date: May 27, 2025

Purpose:

The purpose of this staff report and analysis is to present the proposed text amendments to *Appendix A. Article IV, Section 403 – Use Table*, to add use regulations for child day care/adult day care, convenience stores, fitness centers, and small food retail; to expand use regulations for grocery stores; to amend the definition of convenience store in Article VII – Definitions; and to add definitions for grocery store, fitness center, and small food retail to Article VII – Definitions.

Background:

The zoning code does not currently have explicit use regulations for the uses provided in this text amendment. This text amendment will allow for an easier interpretation of allowed uses.

Analysis:

The child day care/adult day care is listed on the use table but it does not have any zoning district where they are allowed. Staff is recommending permitting these uses in the NC-1, NC-2, TC, NR-CD, and RC zoning district. They will still be subject to the supplemental standards in Sec. 406.

Staff is recommending permitting convenience store w/o fuel pumps in the NC-1, NC-2, and I zoning districts and convenience store w/ fuel pumps to be permitted in the NC-2 and I zoning district with a conditional use permit requirement in the NC-1 zoning district.

Staff is further recommending an amendment to the definition of convenience store so that the definition in the Zoning Ordinance is consistent with the definition set forth in Section 11-171 of the City Code, as follows:

Any retail establishment offering for sale prepackaged food products, household items, and other goods commonly associated with the same and having a gross floor area of less not greater than two thousand seven hundred (2,0700) square feet.

The zoning code does not currently have any allowed uses for fitness centers so staff is recommending adding fitness center 5,000 sq feet or less to be permitted in the NC-1, NC-2, TC, I, NR-CD, and RC zoning districts. Further, staff is recommending that fitness center 5,000 sq. ft. or greater be permitted in the NC-2 and I zoning districts with conditional use permit requirement for the NR-CD zoning district. This would also include a definition for fitness center as,

“A building or portion of a building designed and equipped for the conduct of sports, exercise, and related leisure activities, or other customary and usual recreational activities, operated for profit or not-for-profit and which may be open only to bona fide members and their guests or to the public for a fee. Accessory uses which support the principal use may include therapy treatments such as massage, meditation and other healing arts. The term "fitness center" shall not include adult entertainment establishments, hospitals, or other professional health care establishments separately licensed as such by the state.”

The zoning code currently addresses a lot of the food marts within the city as either a retail shop or a grocery store. Staff is recommending adding a use type called “small food retail” as an allowed in the NC-2 and TC zoning district. Staff is also recommending a definition for this use as,

” A retail business less than 5,000 square feet in size that sells a curated selection of fresh and pre-packaged foods, and which includes the preparation of fresh foods for on-site or off-site consumption.”

Staff is also recommending that grocery stores be permitted in the NC-2 zoning district while requiring a conditional use permit in the TC and NR-CD zoning districts. This includes adding the following definition of grocery store:

” A store that is 10,000 square feet or more where most of the floor area is devoted to the sale of food products for home preparation and consumption, which typically also offers other home care and personal care products.”



CITY OF CLARKSTON

ITEM NO: 5B

CITY COUNCIL REGULAR SESSION

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: July 29, 2025

SUBJECT: To discuss an ordinance to amend the Clarkston Zoning Ordinance to require a mix of land uses within projects in the Town Center (TC) zoning district for parcels over one (1) acre in size.

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: ☒ YES ☐ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 7

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To discuss and review an ordinance to amend the text of the Clarkston Zoning Ordinance, Appendix A, Article III, Section 317. TC, town center district to provide land use mix requirements for parcels over one (1) acre in size.

NEED/ IMPACT: These text amendments would require a mix of land uses for all properties zoned TC and over one (1) acre in size. This is an effort to apply the TC zoning district's purpose and intent to "promote a mix of residential, business, commercial, office, institutional, cultural and entertainment activities for workers, visitors, and residents."

RECOMMENDATION: Staff is recommending approval of these text amendments.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CLARKSTON ZONING ORDINANCE, APPENDIX A, ARTICLE III, SECTION 317 OF THE CITY CODE, TO REQUIRE A MIX OF LAND USE TYPES AND DENSITIES ON PARCELS OVER ONE-HALF ACRE IN SIZE AND LOCATED WITHIN THE TOWN CENTER (TC) DISTRICT.

WHEREAS, the Clarkston Zoning Ordinance adopted in 2023 establishes certain zoning districts and includes certain requirements for the development of real property located within each City zoning district; and

WHEREAS, the town center (TC) district was established for the purpose of promoting a mix of residential, business, commercial, office, institutional, cultural and entertainment activities for workers, visitors, and residents; and

WHEREAS, members of the public have frequently expressed a desire for a larger mix of land use types within the TC zoning district; and

WHEREAS, the City Council desires to amend the Zoning Ordinance to require that all parcels greater than one (1) acres in size, and located within the TC zoning district, include a mix of at least three types of land uses with all major redevelopments or new developments; and

WHEREAS, the City has fully complied with the requirements of the Zoning Procedures Law in adopting this ordinance.

NOW THEREFORE, BE IT ORDAINED BY the City of Clarkston as follows:

SECTION 1. Appendix A, Article III, Division 4, Section 314 - TC, town center district, of the City of Clarkston Code of Ordinances is amended by adding a new subsection (e), as follows:

(e) Land use mix.

- (1) The intent is to create a node of neighborhood-oriented retail, commercial, and residential services that work together to provide community needs. Non-residential developments must be of a scale and type that is compatible with the residential component of the development and the surrounding areas.
- (2) A Town Center development consisting of a land area greater than one (1) acre in size shall contain at least three types of land uses and densities as identified in the table below.

Land Use	Percentage of Land	
	Minimum	Maximum
Residential	25%	75%
Institutional and Cultural	10%	50%
Commercial and Retail	10%	50%
Office	10%	50%

- (3) Uses shall be calculated using one of the following methods based on the development type:

(i) *Horizontal Mixed Use (Single-story buildings)*: Land Use Land Area (acres)/Total MU Land Area (acres) = % Land Use of MU Development.
Example: 25 acres of Residential Land Use/100 acres of MU Land Area = 25% Residential Land Use of MU Development.

(ii) *Vertical Mixed Use (Multi-story buildings)*: Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Development (square feet) = % Land Use of MU Development.
Example: 25,000 SF of Commercial Land Use/100,000 SF for All Vertical Development = 25% Commercial Land Use of MU Development.

(iii) *Combination of Horizontal and Vertical Mixed Use (Single-story and multi-story buildings)*: Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Vertical and Horizontal Development (square feet) = % Land Use of MU Development.
Example: [25,000 SF of Vertical Commercial Land Use + 25,000 SF of Horizontal Commercial Development]/200,000 SF for All Vertical and Horizontal Development = 25% Commercial Land Use of MU Development.

- (4) A nonconforming building or structure that is repaired, rebuilt, or altered after damage exceeding fifty (50) percent of its replacement cost at the time of destruction for all uses shall be brought into conformity with this ordinance, pursuant to Sec. 225 of the Appendix A – Zoning.

SECTION 2. This ordinance is intended to be severable. Should any portion of this ordinance be judged invalid by a Court of competent jurisdiction, such order or judgment shall not invalidate the remainder of this ordinance.

SECTION 3. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

Notice Published in DeKalb Champion: May 15, 2025

Public Hearing Held by City Council: June 3, 2025

SO ORDAINED this ____ day of _____, 2025.

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to form:

Stephen G. Quinn, City Attorney



STAFF ANALYSIS AND REPORT

To: City of Clarkston Mayor & City Council

From: Richard Edwards, AICP

Subject: Proposed Text Amendments to the City of Clarkston Zoning Ordinance, Appendix A, Article III, Section 317. TC, town center district to provide land use mix requirements for parcels over one (1) acre in size.

Date: July 29, 2025

Purpose:

The purpose of this staff report and analysis is to present the proposed text amendments to *Appendix A. Article III, Section 317. TC, town center district*, to provide for land use mix requirements for parcels over one (1) acre in size.

Background:

The TC, town center district's purpose and intent is to promote a mix of residential, business, commercial, office, institutional, cultural and entertainment activities for workers, visitors, and residents. Staff has frequently heard about the desire for a larger mix of uses, particularly in the city's downtown core. This text amendment would require any lot zoned TC and over one (1) acre in size to provide a mix of land uses with major redevelopments and new developments.

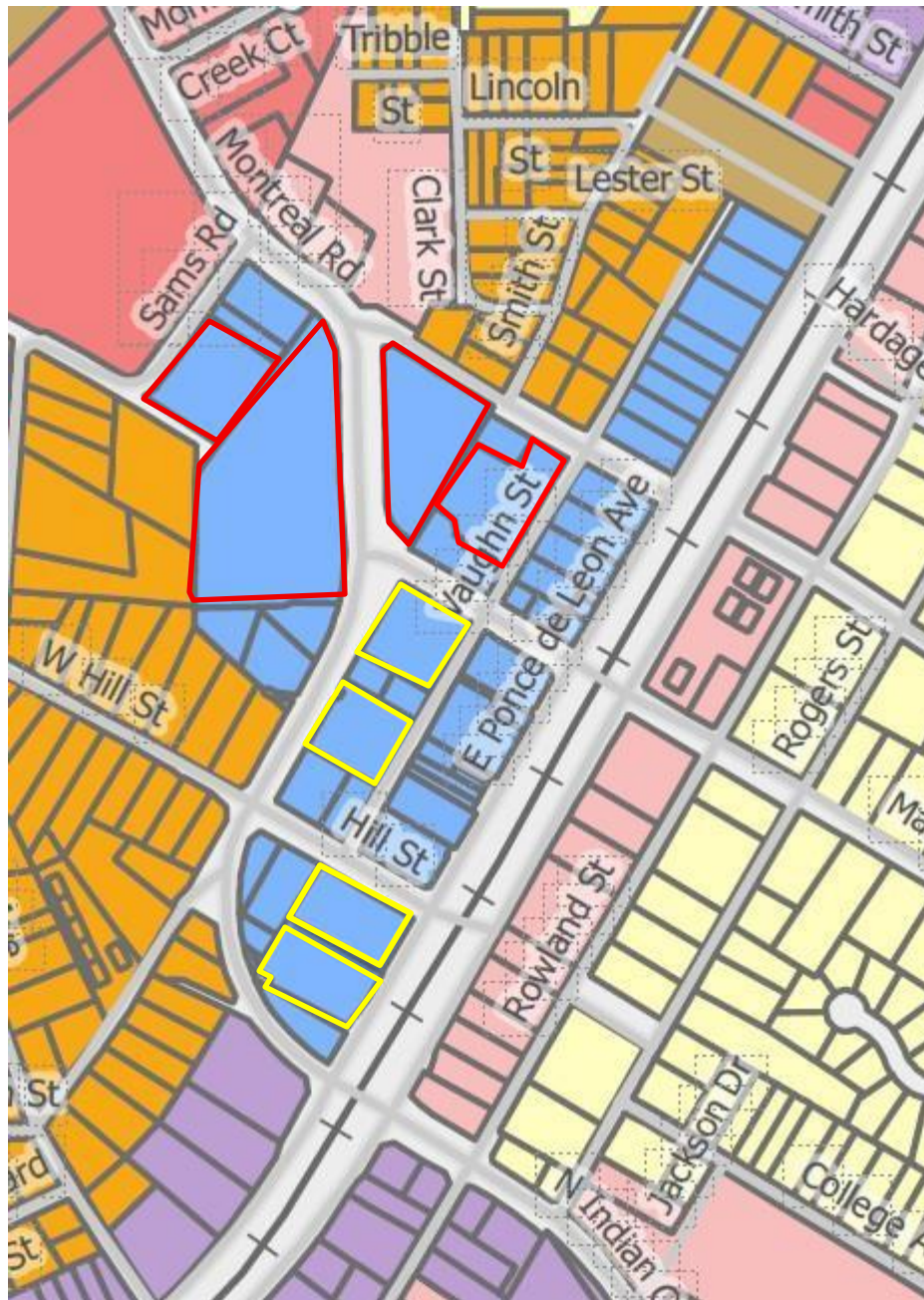
Analysis:

There are three (3) parcels that are zoned TC and have a minimum of one (1) acre. Those parcels greater than one (1) acres would require a land use mix of three (3) uses. If these parcels were to be developed or have a major redevelopment, they would have to include the applicable, required land use mix. The land use mix options are as follows:

- Residential
- Institutional and Cultural
- Commercial and Retail
- Office

If a development was unable to meet the land use mix requirement, they would be eligible to apply for a variance request to be voted on by the Mayor and City Council.

The map below shows all the parcels zoned TC and that are one (1) acre or larger, highlighted in red.



Red 1+ acres

Yellow 0.75-0.99 acres

916 Montreal Road	4.41 acres	Clarkston Plaza
3605 Sams Road	1.16 acres	Uhaul storage units
1151 N Indian Creek	2.24 acres	Townes at Clarkston mixed-use
1100 Vaughan Street	1.02 acres	Vacant warehouse
4122 E Ponce de Leon Ave	0.89 acres	Clarkston Professional Building
4112 E Ponce de Leon Ave	0.98 acres	Office space
1125 N Indian Creek	0.85 acres	Family Dollar
3647 Market Street	0.91 acres	Clarkston Plaza

Municipality	Zoning	Mixed-Use Regulations
Conyers	MxD	Minimum of 1 acre Requires residential & commercial
Douglasville	TCMU	Minimum of 1 acre Requires two land use mixes of residential, civic/institutional, & commercial/service, see example below

Land Use	Percentage of Land	
	Minimum	Maximum
Residential	50%	80%
Civic and Institutional	0%	50%
Commercial and Service	20%	50%
Industrial	Not permitted	

Forest Park	UV	No minimum lot size Requires residential & commercial with minimum density requirements, see example below.
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- a. *Traditional downtown core:* Low-density mixed-use with retail/commercial and single-family attached.
1. *Building height:* 2—3 stories.
 2. Residential density: 6—12 units/acre.
 3. Residential density over twelve (12) units/acre requires a conditional use permit pursuant to [section 8-8-188](#).
 4. Commercial size: 3,000—5,000 square feet.

Pine Lake	MU Overlay	Minimum 0.92 acres (40,000 sq. ft.) Requires residential & civic/commercial
Riverdale	MU & TCMU	Minimum ~0.46 acres (20,000 sq. ft.) Mixed-use only required when residential is being developed
Stonecrest	MU 1-5	No minimum lot size required Land use mix percentage required.
Stone Mountain	VCM	No minimum lot size. Mixed-use only required when residential is being proposed.
Tucker	MU 1-4	No minimum lot size. Planned development districts requiring city approval.

1107 Vaughan Street – 0.43 Acres

The property at 1107 Vaughan Street encompasses approximately 0.43 acres and includes two, one-story buildings housing a total of three businesses, with a combined gross floor area of 6,800 square feet.

Per zoning requirements, the site necessitates 34 parking spaces; however, only 27 are currently provided. Additionally, the property exceeds the allowable maximum lot coverage and does not meet the minimum requirement of 20% open space.

Despite these deficiencies, the property demonstrates a relatively high commercial density for its size, accommodating multiple businesses on less than half an acre.



1055 Rowland Street – 0.98 acres

The property at 1055 Rowland Street encompasses approximately 0.98 and includes one, two-story building, with a combined gross floor area of 2,955 square feet.

Per zoning requirements, the site requires 15 parking spaces, only 13 are provided.

Staff is unaware of any redevelopment or future plans for this city property and below is purely a hypothetical scenario to demonstrate the intent of this proposed text amendment.

This property could utilize the land use mix for under two acres by having office space in the existing building and adding parks and green space to the remaining land to meet the two-use requirement.





CITY OF CLARKSTON

ITEM NO: 6A

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: July 29, 2025

SUBJECT: Present to Council the Recommendation Committee's highest ranked civil engineering consulting firm for the design and construction plan development and right-of-way acquisition services for the "Greenway Trail Phase I" project including the corresponding negotiated scope and fee for the firm's services.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: YES ☒ NO
Pages: TBD

INFORMATION CONTACT: Larry Kaiser, PE
PHONE NUMBER: 404-909-5619

PURPOSE: To identify and select the highest ranked consultant proposal and negotiated fee (cost) and scope of work in accordance with the Brooks Act and to proceed with a contract with the highest ranked firm for **Civil Engineering Design & Right-of-Way Acquisition Services** for Phase I of the Greenway Trail.

The Brooks Act outlines the process for selection of civil engineering consultant services when federal funds are anticipated to be applied to any phase of a construction project. The Brooks Act is also included in the City's Procurement Policy for Professional Engineering Services.

NEED/ IMPACT: The SPLOST II Program of projects includes funding for civil engineering design and right-of-way services in the amount of \$700,000 for Phase I of the Greenway Trail project. Phase I will be approximately 1 mile in length with project limits from Montreal Road to Wildwood Ct and will generally follow the DeKalb Sanitary Sewer line easement with side paths; i.e. trail spur connections, to various apartment developments.

RECOMMENDATION:

The City Engineer prepared a scope of work for a 2-step process for consultant selection to provide civil engineering design services. Step 1 was a Qualifications Selection process that resulted in a shortlist of 3 firms that would receive a request for submittal of Technical Proposals. Step 2 was a Technical Review of the 3 shortlisted firms. A scoring matrix was developed for the Recommendation Committee to apply in assessing the Qualifications and Technical Proposals.

The Review Committee, consisting of Interim Public Works Director Marcus Seaton, city resident Dean Moore, City Manager Thornton, Planning & Economic Development Director Richard Edwards and City Engineer Larry Kaiser, met on July 9 to discuss the Qualification Proposals and to score the 5 proposals. The shortlisted firms were identified on July 9. The Committee met again on July 17 to discuss the Technical Proposals and subsequently ranking the firms based on their scores.

Procurement received five (5) Qualification proposals as noted below:

- PRIME Engineering
- Thomas & Hutton
- AtkinsRealis USA, Inc.
- POND
- Keck & Wood

Three firms were shortlisted to submit Technical Proposals; Thomas & Hutton, ATKINS and POND. ATKINS technical scores, in combination with the Qualification scores, was identified as the highest ranked firm. A Fee (cost proposal) was requested from ATKINS. The Qualifications, Technical and Fee Submittal process was in accordance with the Federal Procurement process known as the Brooks Act.

The Fee (cost proposal) and Scope of work was negotiated with ATKINS. The negotiated Fee is \$_____.

Refer to the attached scope of work and fee; including a project location map.

NEXT STEPS

The City Engineer and city staff met with ATKINS representatives on July 24 & 25 to refine the scope of work & negotiate fees.

With Council approval, a contract will be developed for approval in August with expectations of a kickoff meeting in late August and surveying commencement in the Fall of 2025.



CITY OF CLARKSTON

ITEM NO: 6B

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: July 29, 2025

SUBJECT: Review/Discuss adopting a Resolution declaring the City's commitment to a goal of significantly reducing serious traffic and pedestrian injuries citywide by 2035 and zero traffic and pedestrian deaths by 2040 for all users of the transportation system.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages: 3

INFORMATION CONTACT: Larry Kaiser, PE
PHONE NUMBER: 404-909-5619

PURPOSE: To adopt the attached Resolution that outlines the development of a robust Vision Zero Comprehensive Safety Action Plan in accordance with the US Department of Transportation's (USDOT) Safe Streets for All (SS4A) program; whereby the focus and goal of the Safety Action Plan is to significantly reduce and eventual elimination of traffic and pedestrian fatalities and serious injuries amongst all users of the City's transportation network by the year 2035 with zero traffic and pedestrian fatalities by 2040.

NEED/ IMPACT: Developing and implementing community specific strategies, policies and programs; including infrastructure counter measures; that addresses each transportation systems unique circumstances, with the goal of a significant reduction in serious injuries and elimination of fatalities, will foster a safe environment for all users of the transportation network.

The cost associated with developing a "Vision Zero" Comprehensive Safety Action Plan is identified and funded in the SPLOST II Program. The consulting firm Kimley-Horn, in collaboration with the City staff and the Community at-large, will develop the Comprehensive Safety Action Plan. The contract with Kimley-Horn was approved by council in June.

RECOMMENDATION: Adopt the Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA ESTABLISHING A VISION ZERO POLICY TO WORK TOWARDS ZERO TRAFFIC DEATHS AND ZERO SEVERE INJURIES

WHEREAS, Vision Zero is the commitment to reduce traffic deaths and serious injuries to zero and increase roadway safety using the Safe System Approach with an emphasis on using proven, effective strategies and countermeasures; and

WHEREAS, one death or serious injury on City streets is unacceptable and preventable; and

WHEREAS, Vision Zero is a public health-based traffic safety strategy to reduce and eventually eliminate traffic deaths and serious injuries using a data-driven, multidisciplinary Safe System Approach that also increases safe and healthy mobility for all users of the city transportation system; and

WHEREAS, Vision Zero recognizes that while human error will always occur, a combination of engineering, education, and enforcement measures can reduce collisions and can prevent collisions from causing death or severe injuries; and

WHEREAS, according to the United States Department of Transportation Federal Highway Administration, the Vision Zero Safe System Approach was founded on the public health principles that humans make mistakes, that human bodies have limited ability to tolerate crash impacts, and that when mistakes lead to a traffic crash, the impact on the human body does not result in a fatality or serious injury; and

WHEREAS, increasing real and perceived safety for people walking and bicycling, acknowledging that for some, these may be the only modes accessible; and

WHEREAS, streets and transportation systems have traditionally been designed primarily for maximum motor vehicle capacity and mobility, rather than the safe accommodation of all modes and users; and

WHEREAS, the Vision Zero Safe System Approach focuses on measures which decrease the amount of force in traffic crashes, such as physical separation between modes of travel and vehicle speed reduction; and

WHEREAS, the Safe System framework requires that safety is placed first and foremost in street system investment decisions and injury prevention and risk management are prioritized at the population level; and

WHEREAS, while road users are responsible for following the rules for using the road, transportation system designers are responsible for the design, operation, and use of the transportation system and are thereby responsible for the level of safety within that system; and

WHEREAS, the City cannot fully control all the factors that contribute to collisions, such as distractions, impairment, and aggressive driving, although the City can still play a crucial role in promoting traffic safety, and

WHEREAS, the City can encourage individuals to adopt a mindset of prosocial traffic safety culture, recognizing responsibility is shared in ensuring the safety of our roadways and requiring making conscious daily decisions that prioritizes traffic safety; and

WHEREAS, successful Vision Zero programs are a result of a complete government approach and community support of Vision Zero objectives; and

WHEREAS, creating safer communities together and a thriving and vibrant environment are key tenets of the City of Clarkston's Vision Zero program; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON; that City Council directs City administration and departmental leadership to develop and implement strategies that aim to reduce the number of traffic-related deaths and serious injuries 50% by 2035, as compared to the year 2024, with a goal to eliminate traffic-related deaths and serious injuries on City streets by 2040; and

BE IT FURTHER RESOLVED, that City Council directs the City Manager to form a working group to develop a Vision Zero Safety Action Plan based on a comprehensive analysis of transportation data and informed by public health practices that prioritize injury prevention and risk management.

BE IT FURTHER RESOLVED, that City Council directs the City Manager to ensure that the Vision Zero Safety Action Plan addresses and prioritizes policies and infrastructure design which aim to prevent injury at the population level and outline strategies for achieving safety over maximizing vehicle mobility.

BE IT FURTHER RESOLVED, that City Council directs the City Manager to engage community stakeholders in the development and implementation of a Vision Zero Safety Action Plan.

BE IT FURTHER RESOLVED, that City Council directs the City Manager to provide an annual report on the implementation of the Vision Zero Safety Action Plan, including progress toward a significant reduction and eventual elimination of serious injuries.

IN WITNESS WHEREOF, this Resolution has been duly adopted by the Mayor and Council of the City of Clarkston, Georgia.

PASSED, APPROVED and RESOLVED this _____ day of _____ 2025.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk



CITY OF CLARKSTON

ITEM NO: 6C

CITY COUNCIL WORK SESSION

MEETING TYPE:

Work Session

ACTION TYPE:

Discussion

AGENDA ITEM SUMMARY SHEET

MEETING DATE: July 29, 2025

SUBJECT: Discuss a resolution to amend CUP19-02 zoning conditions for 1352 Brockett Road.

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 15

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To discuss an ordinance to amend the conditional use permit zoning conditions of CUP19-02 for 1352 Brockett Road to allow for a full-service auto repair shop, increase the number of vehicles for sale from 5 to 10, and to increase total vehicles on site from 15 to 25.

NEED/ IMPACT: The applicant is applying for these modifications to address code compliance issues and come into compliance with use of the property.

RECOMMENDATION: Staff is recommending denial of the request to allow for a full-service auto repair shop; denial of the request to increase the number of car sales from 5 to 10; and approval to increase the total number of vehicles on the site from 15 to 19 with conditions.

The Planning and Zoning Board recommended denial of the request to allow for a full-service auto repair shop; denial of the request to increase the number of car sales from 5 to 10; and approval to increase the total number of vehicles on the site from 15 to 19 with staff's conditions.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CLARKSTON MODIFYING THE CONDITIONAL USE PERMIT ISSUED ON JUNE 2, 2020 IN ZONING CASE CUP 19-02 TO ALLOW NINETEEN TOTAL PARKING SPACES AT THE PROPERTY LOCATED AT 1352 BROCKETT ROAD, PARCEL ID NO. 18 143 08 011.

WHEREAS, Georgia Constitution, Art. IX, § 2, Paragraph 4 and O.C.G.A. §§ 36-66-1 *et seq.*, authorize the governing authority of each municipality to exercise the power of zoning within its territorial boundaries, including but not limited to, the power to hear and render decisions on applications for variances and special uses of property; and

WHEREAS, on June 2, 2020, the City Council of Clarkston approved a Conditional Use Permit (Zoning Case CUP 19-02) for the property located at 1352 Brockett Road, zoned NC-2 Moderate Density Neighborhood Commercial District (the “Subject Property”), to allow for used automobile sales in addition to existing uses on the property, including emissions testing, oil changes, and tire repair, subject to nine specific conditions; and

WHEREAS, at the time that CUP 19-02 was approved, the City of Clarkston Zoning Ordinance permitted automobile sales as a conditional use in the NC-2 Zoning District with an approved conditional use permit provided the property had a minimum lot size of 2400 square feet and no more than 15 cars were permitted on the site at any given time, among other things; and

WHEREAS, the parking lot of the Subject Property accommodates nineteen (19) total parking spaces; and

WHEREAS, to accommodate additional parking while also maintaining compliance with the then-applicable maximum of 15 total cars permitted on site, Condition No. 9 of CUP 19-02 required a shared parking agreement with the adjacent business located at 1362 Brockett Road (Subway); and

WHEREAS, the City of Clarkston’s current Zoning Ordinance, adopted in 2023, included changes to the parking requirements applicable to the Subject Property; and

WHEREAS, based on the Subject Property’s existing uses, a minimum of 20 spaces is required under the current Zoning Ordinance; and

WHEREAS, Abdulkadir Dine, owner of the Subject Property, submitted an application requesting to modify three of the existing zoning conditions so as to: (1) allow use of the Subject Property as a full-service auto repair shop, in addition to the existing permitted uses; (2) increase the total number of car sales allowed from five to ten; and (3) increase the total number of vehicles allowed on the site at a time from 15 to 25; and

WHEREAS, in accordance with the criteria set forth in Zoning Ordinance Sec. 219, the Planning and Economic Development Department reviewed the subject application to modify the existing zoning conditions and recommended: (1) denial of the first two requested modifications based on

staff's analysis that they do not meet the City's criteria, and (2) approval of an increase in total parking capacity at the Subject Property to 19 spaces based on staff's analysis that this modification is substantially consistent with the City's current Zoning Ordinance and meets the City's criteria; and

WHEREAS, the Planning and Zoning Board has also reviewed the subject application to modify the existing zoning conditions and has made the same recommendations as staff; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clarkston finds that the requested modifications to use the Subject Property as a full-service auto repair shop and to increase the total number of car sales allowed from five to ten do not meet the criteria set forth in Zoning Ordinance Sec. 219, but that a modification to increase the total parking capacity allowed at the Subject Property from 15 spaces to 19 spaces does satisfy the criteria set forth in Zoning Ordinance Sec. 219.

BE IT FURTHER RESOLVED that the requested modifications to the existing zoning conditions to allow the Subject Property to be used as a full-service auto repair shop and to increase the total number of car sales allowed from five to ten are hereby denied.

BE IT FURTHER RESOLVED that a modification to the existing zoning conditions to increase the total parking capacity allowed at the Subject Property from 15 spaces to 19 spaces is hereby approved, subject to certain additional conditions set forth in the following paragraph.

BE IT FURTHER RESOLVED that the zoning conditions of CUP19-02 are hereby amended, as follows;

1. The business shall be limited to used car sales, oil changes, emissions and tire repair.
2. The business shall not include or operate as a service station, park and ride lot, office for self-employed individuals, truck stop, paint and body shop, a transmission shop, a shop performing upholstery or glass work, rebuild or restore rebuilt vehicles, body work, painting, warranty work, storage for recreational vehicles, as a garage or other customary motor vehicle repair work.
3. There shall be no long term or overnight parking along the front of the business.
4. The maximum number of cars for sale on the property at any time shall not exceed five (5).
5. The owner shall adhere to Sections 12-20 Disorderly Conduct and 12-28 Noise
6. The business shall not emit noise, vibrations, smoke, gas, fumes or odors that would be a nuisance to the adjacent properties.
7. The business shall comply with the Department of Natural Resources-Environmental Protection Division (EPD) policies/ procedures and laws relating to air/land quality, environmental pollutants disposal including used tires and oil disposal.
8. The owner shall adhere to state and local requirements and licensing for used automobiles sales.
9. Contingent upon the continued existence of a signed parking agreement between the owners of Brava Auto Brokers and Subway at 1362 Brockett Road. The signed parking agreement shall be for a minimum of one (1) parking space and a maximum of five (5) parking spaces.
10. The parking agreement shall be renewed annually and submitted to the City of Clarkston

with the annual business license renewal.

11. The applicant shall submit a parking plan to the Planning and Economic Development Director showing the location of the parking spaces designated for vehicles being sold, staff parking, and parking for vehicles waiting for service.
12. The five (5) parking spaces allotted for vehicles for sale shall be clearly designated by marking the parking surface with paint or by signage.

SO RESOLVED this _____ day of _____, 2025.

ATTEST:

CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA

Tomika Mitchell, City Clerk

Mayor Beverly H. Burks

Approved as to form:

Stephen G. Quinn, City Attorney



STAFF ANALYSIS AND REPORT

APPLICANT: Abdulkadir Dine

LOCATION: 1352 Brockett Road
(Parcel ID: 18 143 08 011)

ZONING: NC-2: Moderate Density Neighborhood Commercial District

REQUEST: Modification to zoning conditions of CUP 19-02 to allow for full-service auto repair shop, increase the number of vehicles for sale from 5 to 10, and increase the total vehicles on site from 15 to 25.

ZONING/ADJACENT LAND USE:

North	
South	NC-2: Subway
West	NR-CD: Springdale Glen Apartments
East	NR-CD: Springdale Glen Apartments
	NC-2: Brockett Pointe Plaza

MEETING INFORMATION:

Planning & Zoning Commission:	07/15/2025 – 7:00 P.M
Mayor & City Council Work Session:	07/29/2025 – 7:00 P.M.
Mayor & City Council Public Hearing:	08/07/2025 – 7:00 P.M.

RECOMMENDATION:

Staff recommends **DENIAL** of the request to allow for a full-service auto repair shop; **DENIAL** of the request to increase the number of car sales; and **APPROVAL** of an increase to 19 cars to be allowed on the property with conditions.

The Planning and Zoning Board recommended **DENIAL** of the request to allow for a full-service auto repair shop; **DENIAL** of the request to increase the number of car sales; and **APPROVAL** of an increase to 19 cars to be allowed on the property with conditions.

BACKGROUND:

A conditional use permit (CUP19-02) was approved by City Council on June 2, 2020 to allow for used car sales in addition to the existing emissions, oil changes, and tire repair use with the following nine (9) conditions:

1. The business shall only be limited to used car sales, oil changes, emissions and tire repair.
2. The business shall not include or operate as service station, park and ride lot, office for self-employed individuals, truck stop, paint and body shop, a transmission shop, a shop performing upholstery or glass work, rebuild or restore rebuilt vehicles, body work, painting, warranty work, storage for recreational vehicles, as a garage and other customarily motor vehicle repair work.
3. There shall be no long term or overnight parking along the front of the business.
4. The maximum number of cars for sale on the property at any time shall not exceed five (5).
5. The owner shall adhere to Sections 12-20 Disorderly Conduct and 12-28 Noise
6. The business shall not emit noise, vibrations, smoke, gas, fumes or odors that would be a nuisance to the adjacent properties.
7. The business shall comply with the Department of Natural Resources-Environmental Protection Division (EPD) policies/ procedures and laws relative to air/land quality, environmental pollutants disposal including used tires and oil disposal.
8. The owner shall adhere to state and local requirements and licensing for used automobiles sales.
9. Contingent upon the continued existence of a signed parking agreement between the owners of Brava Auto Brokers and Subway.

The applicant is requesting to modify conditions #1 and #2 to allow for a full-service auto repair shop, which would include transmission, engine, and other work customarily completed at an auto body shop. Further, condition #9 only allowed five (5) cars for sale on the property. The applicant is requesting to increase that to 10 cars for sale on the property.

At the time of the CUP19-02 being approved, automobile sales uses were only allowed to have 15 total parking spaces and the shared parking agreement with the Subway at 1362 Brockett Road was required. The applicant is requesting to increase the number of parking spaces to 25 total for the lot.

Based on the existing use as an automobile broker, emissions, tire repair, and oil changes, the minimum parking requirement would be 20 parking spaces. The existing parking area only accounts for 19 total parking spaces.

Analysis: Pursuant to Article II of the City of Clarkston Zoning Ordinance, Staff has reviewed the conditional use permit request in accordance with the required review criteria.

1. Would the conditional use be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood?

The NC-2 zoning district purpose and intent is to provide suitable areas for the provision of retail and personal services oriented towards those neighborhoods making up the adjacent community. The regulations in this district are designed to encourage the formation of compatible and economically healthy business and service uses, which benefit from close proximity to each other.

Based on the Zoning Code, full-service auto repair shops are considered a light industrial use. These use types would be required to have zoning buffers when they abut commercial and residential uses. This property has no buffer between the existing use and the Subway and only a single row of trees and a metal picketed fence abutting the residential use.

Allowing a more intense auto repair shop may be injurious to the use and enjoyment of the surrounding properties, specifically the Subway and abutting residential apartments.

2. Would the proposed conditional use increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties?

This proposal would not increase the local or state expenditure in relation to the cost of servicing or maintaining neighboring properties.

3. Would the establishment of the conditional use impede the normal and orderly development of surrounding property for uses predominant in the area?

The Comprehensive Plan has the future land use classification for this property as Traditional Neighborhood Development. This designation calls for walkable areas of single-family homes, duplexes and triplexes, cottage courtyard housing, 4-6 unit walk up apartment buildings, and townhouses.

The increase in intensity for parking and more intense auto repair shop use would not be in line with the Comprehensive Plan nor the future development of surrounding properties. Further, the NC-2 zoning district recommends commercial uses that are low intensity and scale to ensure compatibility with surrounding properties. The current use of the property as an automobile broker, emissions, oil changes, and tire repair could be considered low intensity and to scale with surrounding businesses.

4. Would the location and character of the proposed conditional use be consistent with a desirable pattern of development for the locality in general?

The proposed modification to CUP19-02 zoning conditions is not consistent with a desirable pattern of development. The historic character of the area is mixed retail, restaurants, and personal service establishments, which were annexed into the City of Clarkston in 2015.

Recommendation:

Pursuant to Article II of the City of Clarkston Zoning Ordinance, staff has reviewed the request in accordance with the required review criteria and recommends **DENIAL** of the request to allow for a full-service auto repair shop; **DENIAL** of the request to increase the number of car sales; and **APPROVAL** of an increase to 19 cars to be allowed on the property with the following conditions:

1. The business shall only be limited to used car sales, oil changes, emissions and tire repair.
2. The business shall not include or operate as service station, park and ride lot, office for self-employed individuals, truck stop, paint and body shop, a transmission shop, a shop performing upholstery or glass work, rebuild or restore rebuilt vehicles, body work, painting, warranty work, storage for recreational vehicles, as a garage and other customarily motor vehicle repair work.
3. There shall be no long term or overnight parking along the front of the business.
4. The maximum number of cars for sale on the property at any time shall not exceed five (5).
5. The owner shall adhere to Sections 12-20 Disorderly Conduct and 12-28 Noise
6. The business shall not emit noise, vibrations, smoke, gas, fumes or odors that would be a nuisance to the adjacent properties.
7. The business shall comply with the Department of Natural Resources-Environmental Protection Division (EPD) policies/ procedures and laws relative to air/land quality, environmental pollutants disposal including used tires and oil disposal.
8. The owner shall adhere to state and local requirements and licensing for used automobiles sales.
9. Contingent upon the continued existence of a signed parking agreement between the owners of Brava Auto Brokers and Subway at 1362 Brockett Road. The signed parking agreement shall be for a minimum of one (1) parking space and a maximum of five (5) parking spaces.
10. The parking agreement shall be renewed annually and submitted to the City of Clarkston with the annual business license renewal.
11. The applicant shall submit a parking plan to the Planning and Economic Development Director showing the location of the parking spaces designated for vehicles being sold, staff parking, and parking for vehicles waiting for service. Further, the parking spaces allotted for vehicles for sale be marked by paint on the parking surface or by signage.

Aerial of the site



encouraged everyone to be tested. May 21 attended DMA teleconference with Mayors and he submitted the nonprofits for possible financial assistance. He discussed the May 22 food drive and reminded there will be another food drive on June. He spoke on his outrage of the events that prompted the protesting and he encouraged peaceful protest and support of the victims' families.

E. PUBLIC COMMENTS

Any member of the public may address the Council, during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the City must proceed in an orderly, timely manner.

Debra Bolton discussed MARTA bus shelters with panels missing. She thanked the police Chief for her statement.

Brian Medford thanked the council for reducing the agenda size to make the meeting more manageable. He addressed concerns with possible mass evictions under the covid/economic crisis.

Chris Busing echoed the concerns for possible mass evictions during covid. He addressed reservations with item C8 and public/private partnership. He discussed mortgage and rent relief.

Lauren (last name not provided) spoke in support of the Star C organization and she supported rent assistance.

Dean Moore expressed concerns with providing rent/mortgage assistance and with possibly depleting the affordable housing fund. He preferred this be handled thru the budget.

Emanuel Ransom thanked the Council for their continued efforts in the City. He advised he supported the re-adoption of the Livable Cities Initiative.

The Vice-Mayor closed public comments.

F. OLD BUSINESS

None

G. NEW BUSINESS

G1) Public Hearing: Planning-Conditional Use Permit Request for the property located at 1352 Brockett Rd, Brava Auto Brokers to allow used car sales

Shawanna Qawiy reported on the purpose of the item is a request from Abdulkadir M. Dine of Brava Auto Brokers for a conditional use permit for the property located at 1352 Brockett Road zoned NC-2, Moderate Density Neighborhood Commercial District, Clarkston, GA 30021, for used car sales. In November 2019, the City Council approved a text amendment to the NC-2 zoning district to permit automobile dealerships with an approved CUP, provided the business has a valid motor vehicle dealer license from the State of Georgia, no more than 15 cars permitted on the lot at any given time with a minimum lot size of 2400 sq. ft. The total lot size of the property is 26,789 sq. ft. The Planning & Zoning Committee recommended approval of the request with staff eight (8) recommendations and one additional condition (#9):

1. The business shall only be limited to used car sales, oil changes, emissions and tire repair.
2. The business shall not include or operate as service station, park and ride lot, office for self-employed individuals, truck stop, paint and body shop, a transmission shop, a shop performing upholstery or glass work, rebuild or restore rebuilt vehicles, body work, painting, warranty work, storage for recreational vehicles, as a garage and other customarily motor vehicle repair work.
3. There shall be no long term or overnight parking along the front of the business.
4. The maximum number of cars for sale on the property at any time shall not exceed five (5).
5. The owner shall adhere to Sections 12-20 Disorderly Conduct and 12-28 Noise
6. The business shall not emit noise, vibrations, smoke, gas, fumes or odors that would be a nuisance to the adjacent properties.

7. The business shall comply with the Department of Natural Resources-Environmental Protection Division (EPD) policies/ procedures and laws relative to air/land quality, environmental pollutants disposal including used tires and oil disposal.
8. The owner shall adhere to state and local requirements and licensing for used automobiles sales.
9. Contingent upon the continued existence of a signed parking agreement between the owners of Brava Auto Brokers and Subway.

made a motion to . seconded the motion. A vote was called and the motion carried. (6, 0).

Vice Mayor Eyasu opened the Public Hearing

Brian Medford addressed concerns with how the conditions, if approved, would be confirmed as being met over time and not forgotten. He felt the process set a bad precedent.

Emanuel Ransom spoke in support of the application. He supported business owners.

Owner Brava Auto spoke in support of his application and assured that he would follow all of the conditions.

Council discussion on the application and that Code would keep up with compliance of the conditions.

Ahmed Hassan made a motion to Conditional Use Permit Request for the property located at 1352 Brockett Rd, Brava Auto Brokers to allow used car sales, with the conditions/nine recommendations. Jamie Carroll seconded the motion. A vote was called and the motion carried. (5- Yes: Bell, Carroll, Hassan, Johnson, Eyasu, 1-No: Hopkins).

G2) Public Hearing: Planning-Rezoning request for 3542 Clarkston Industrial Blvd, Early Learning Scholars, from I-Light Industrial to NR-CD Neighborhood Residential Community Development District to add parking

Shawanna Qawiy state Ms. Armstrong is currently operating the Early Learning Scholars and Family Services that is located next to the requested rezone property with the intention of providing additional parking. Ms. Qawiy discussed the eight criteria points in considering a zoning for any parcel of property, or when an amendment is requested to the zoning map. Both staff and the Zoning recommended approving the request with four conditions:

1. No housing options will be developed on this parcel as a result of the approved rezoning request.
2. The applicant must adhere to all development regulations associated with the construction of a parking facility as outlined in the City's Code of Ordinances.
3. The applicant must adhere to Article XI Parking and Loading Requirements
4. The applicant shall work with the City to create an environmentally friendly permeable paving parking facility.

Vice Mayor opened the Public Hearing

The Vice Mayor recognized the applicant, Ms. Tara Armstrong who spoke on the need for her request and agreed that she would abide by the four conditions.

Dean Moore discussed options for surfaces on the parking lot and that the cell tower operators would need to access that lot for maintenance on the tower and to consider surfaces for both needs.

Brian Medford spoke in favor of the application and echoed the use of pervious parking surfaces.

Jamie Carroll made a motion to Rezoning request for 3542 Clarkston Industrial Blvd, Early Learning Scholars, from I-Light Industrial to NR-CD Neighborhood Residential Community Development District to add parking. YT Bell seconded the motion. A vote was called and the motion carried. (6, 0).

G3) Discuss Proposed Millage Rate for 2020

Mr. Gomez discussed the 2020 Millage adoption process and for the Council to approve a millage rate for advertising purposes. The current 2020 projected Clarkston Net Tax Digest is \$219,897,902, a \$10,892,456 and 5.21% increase over the 2019 Net Tax Digest of \$209,005,446. Staff recommends setting the 2020 Advertised Millage Rate at 15.89 Mills, the same rate as in 2019, and the same rate as in the three years prior to 2019. The City will hold two (2) Public Hearings on Tuesday, June 30, beginning at 10:00 am and 6:30 pm. The third (3rd) and



RECEIVED

#2078

MAY 30 2025

CITY of CLARKSTON

AMENDMENT TO ZONING CONDITIONS
APPLICATIONCITY OF CLARKSTON
Form #
200-AZC

This page must be completed by the Applicant. Please see Applicant Instructions for full requirements.

APPLICANT INFORMATION

Applicant Name BANADIR Auto Broker LLC DBA BARAVA Auto
Company
Mailing Address 1352 Brackett Rd Clarkston GA 30021
Suite/Apt. # _____ City, State _____ Zip Code _____
Primary Phone # Same as above Alternate Phone # _____ Fax # _____
Email Address 404 944 9176

PROJECT SUMMARY

Original Re-zoning Case #:

Name of Project

Detailed Description of Modification (Include proposed use(s) and square footage of floor area for each use):

Auto Sales and Repair
2134 Square Footage
TOTAL parking spaces 20.

Total Number of Parcels Involved: 1 Total Project Acreage: _____
Total Number of Buildings: 1 Total Estimated Cost of Planned Improvements: _____

☐ Project Submittal Checklist and all documents, plans, written analysis, and fees required therein accompany this application form.

NA

I hereby certify that all information provided herein and in the accompanying documents is true and correct.

Applicant Signature

Date

☒ Property Owner☐ Owner's Agent

PROPERTY INFORMATION/OWNER AUTHORIZATION

If more than one parcel is the subject of review, owner-applicant shall complete information for each parcel on additional page attachments; authorized agent-applicants must complete this page for EACH parcel.

PROPERTY # _____ OF _____ TOTAL

PARCEL (PROPERTY) INFORMATION

Property Address/Location 1352 Brackett Rd Suite/Apt. # _____ City, State Clarkston GA Zip Code 30021
1814308011 Total Acreage 2134
Parcel ID/Property Tax Identification Number C3
Present Use(s) Auto Sales Present Zoning (Official Zoning Map) C3



CITY of CLARKSTON
AMENDMENT TO ZONING CONDITIONS
APPLICATION

Form #
200-AZC

Proposed Use(s) _____

PROPERTY OWNER

ABDULKADIR DINE
Owner (Person, Firm, Corporation, or Agency)
1352 Brockett RD Clarkston GA 30021
Mailing Address Suite/Apt. # City, State Zip Code
404 944 9176
Primary Phone # Alternate Phone # Fax #
bravaautosellers@gmail.com
Email Address

PROPERTY OWNER'S AGENT (If applicable; must match applicant contact information on page #1)

Name and Company (Owner's Agent or Attorney) _____

Mailing Address N/A Suite/Apt. # _____ City, State _____ Zip Code _____

Primary Phone # _____ Alternate Phone # _____ Fax # _____

Email Address _____

AUTHORIZATION FOR AGENT (If applicable)

Owner Signature _____ Date _____

X ABDULKADIR M DINE
Print Name

Subscribed and sworn before me this 30th day of May, 2025.

Tomika R. Mitchell
Signature of Notary Public in the State of Georgia
My Commission expires: 9/13/2025

NOTARY SEAL

TOMIKA R MITCHELL
Notary Public - State of Georgia
Gwinnett County
My Commission Expires Sep 13, 2025

FOR OFFICE USE/DETERMINATION

Review determination and fee: Review fee (payable to *The City of Clarkston*) depends on type of review(s). (See Fee Schedule):

Amendment to Zoning Conditions (Fee) \$ _____

Pre-Application Date: _____ City Plnr/Engr Project # _____

AMENDMANT STATEMENT

05/29/2025

Banadir Auto Broker LLC DBA barava auto sales, and services requesting that original conditional use be amended as follows:

Day time 8-7 Monday to Saturday all repair vehicles 10 to 15

Vehicles for sale 10 at a time

Total vehicles repair and sales maximum 25.

Abdulkadir Dine

Owner Manager



JUN 05 2025

Disclosure of Campaign Contributions

Pursuant to OCGA, Section 36-67A-3(a), the following disclosure is mandatory when an applicant or any representative has made campaign contributions aggregating \$250.00 or more to a local government within two (2) years immediately preceding the filing of this application.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government. The following questions must be answered:

Have you, the applicant, made \$250.00 or more in campaign contributions to a **local** government official within two years immediately preceding the filing of this application?

Yes ☐ No ☒

If the answer is **yes**, you must file a disclosure report with the governing authority of City of Clarkston showing:

1. The name and official position of the local governing authority in City of Clarkston to whom the campaign contribution was made.

ABDULKADIR M DING

Name and official position of the applicant/representative (Please Print)

2. The dollar amount and description of each campaign contribution made during the two (2) years immediately preceding the filing of this application and the date of each such contribution was made.

Description of Campaign Contribution
(Please Print)

Dollar Amount

\$00

NONE

This disclosure must be filed within ten (10) days after the application is first filed and must be submitted to the City of Clarkston, 3921 Church Street, Clarkston, GA 30021.

Signature (choose one) Applicant ☒ Owner ☒

Date

6/5/2025

Notary Signature

Date and Seal

1

TOMIKA R MITCHELL
Notary Public - State of Georgia
Gwinnett County
My Commission Expires Sep 13, 2025

REFERENCES
 PARCEL ID # 18-143-08-011
 FLOOD NOTE
 NO PORTION OF THE SUBJECT PROPERTY SHOWN
 HEREON LIE WITHIN A FLOOD HAZARD AREA PER F.E.M.A. MAP
 TOTAL AREA
 0.62 ACRES
 26,900 SQ. FT.

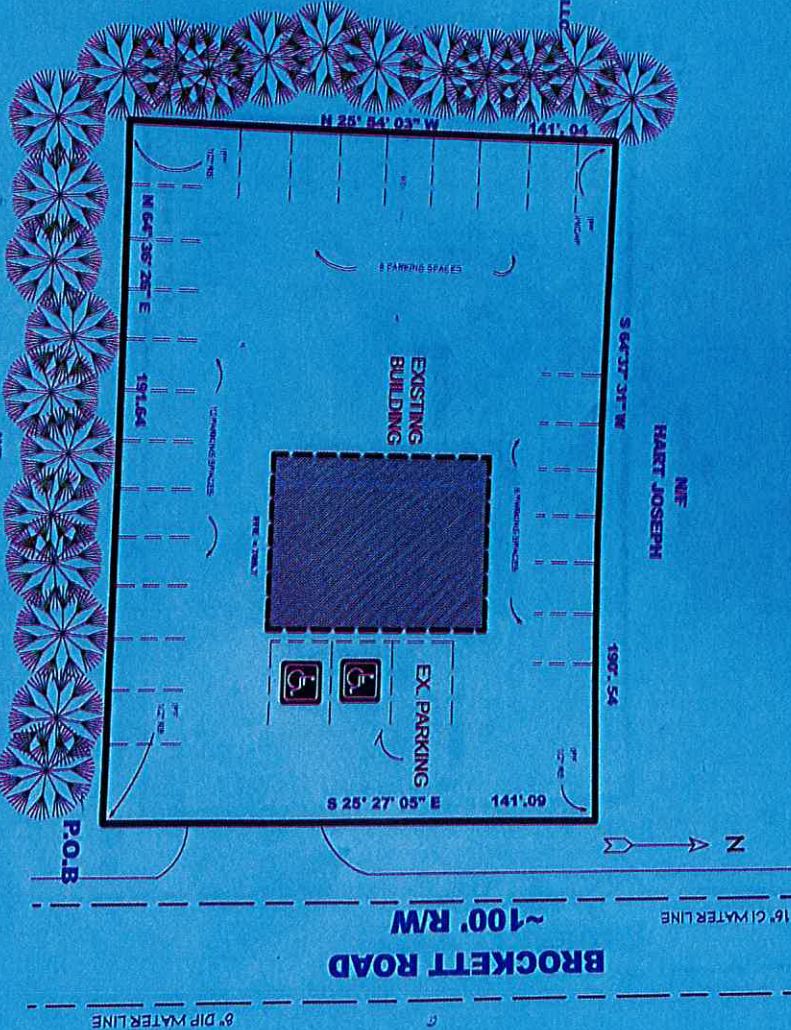
THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, SUBSURFACE CONDITIONS OR OTHER MATTERS OF TITLE WHICH ARE NOT VISIBLE, NOT RECORDED OR NOT DISCLOSED IN THE TITLE COMMITMENT PROVIDED BY THE OWNER, THE PURCHASER, OR ANY AGENTS THEREOF.
 TOTAL EX. PARKING 19

TRACT DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 143 OF 18 DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHWESTERLY RIGHT-OF-WAY OF BROCKETT ROAD AND THE SOUTHEASTERLY RIGHT-OF-WAY U.S. HIGHWAY 78 (ALSO KNOWN AS STONE MOUNTAIN FREEWAY), THENCE PROCEEDING IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 341.67 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 29 DEGREES 27 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 141.09 FEET TO A POINT, THENCE SOUTH 64 DEGREES 37 MINUTES 31 SECONDS WEST A DISTANCE OF 190.54 FEET TO A POINT, THENCE NORTH 25 DEGREES 54 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 141.04 FEET TO A POINT, THENCE NORTH 64 DEGREES 36 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 191.65 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, SAID PROPERTY CONTAINS 0.62 ACRE, PARCEL ID NUMBER 18-143-08-011, SUBJECT TO ANY EASEMENT OR RESTRICTIONS OF RECORD.

THE ABOVE DESCRIBED PROPERTY IS THE SAME PROPERTY AS SHOWN ON THAT CERTAIN LIMITED WARRANTY DEED DATED AUGUST 3, 2001, RECORDED AUGUST 13, 2001 IN DEED BOOK 12372, PAGE 94 AND IN THE WARRANTY DEED DATED APRIL 14, 1998, RECORDED APRIL 24, 1998, IN DEED BOOK 9960, PAGE 261, GWINNETT COUNTY, GEORGIA RECORDS.

TAX DISTRICT 34 A, CLARKSTON ANNEX



ENGINEER
 GEORGE AWUKU, P.E.
 5341 THOMPSON BRIDGE RD
 STE 58
 MURRAYVILLE, GA 30054
 PHONE: (404) 597-6745

SPRINGDALE
 GLEN PARTNERS, LLC



BANADIR AUTO BROKER, LLC
 1352 BROCKETT ROAD
 CLARKSTON, GA 30021

SHEET TITLE:

SITE PLAN

NO.	DESCRIPTION	BY	DATE

REVISED	2/24/2020
SCALE:	1" = 40'
SHEET:	1

Shared Parking Agreement

As owner of the property located at Subway 1362 Brockett Rd., Clarkston, GA 30021, I hereby agree to share five (5) parking spaces with 1352 Brockett Road, Bravo Auto Service (Emission Station) as shown on the attached site plan.

My property t Brava Auto Service requires 19 parking spaces with 2 Handicap spaces based upon the cities parking lot ordinance. The use of my property is for car repair, emissions, tire repair, and used car dealership with a maximum of four cars at any one time parked on the property for sale, my property contains 26,790 ft.².

Owner signature



date

3-5-20

Owner's signature



date

3-5-2020

Applicants signature



date

03/05/2020

STATE OF GEORGIA
COUNTY OF DEKALB

On this 5 day of March, 2020, before me appeared, Abdul Kadir Dine.
The person who signed the preceding declaration in my presence and who swore or affirmed
that he (he/she) understood the document and freely declared it to be truthful.

NOTARY PUBLIC





CITY OF CLARKSTON

ITEM NO: 6D

CITY COUNCIL WORK SESSION

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: July 29, 2025

SUBJECT: Discuss a request for a Clemsil Overlay development review for a single-family home at 3637 Lincoln Street (1212 Patricia Davis Drive).

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 5

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To discuss and review a development plan for a one-story, single-family home in the Clemsil Overlay at 3637 Lincoln Street (1212 Patricia Davis Drive).

NEED/ IMPACT: The applicant is requesting to construct a one-story, single-family home and the Clemsil Overlay requires the public hearing process and approval from City Council prior to submitting for a building permit.

RECOMMENDATION: Staff is recommending approval of the Clemsil Overlay development review.

Notice Published in DeKalb Champion: 07/17/2025

Public Hearing Held by City Council: 08/07/2025



STAFF ANALYSIS AND REPORT

APPLICANT: Ben Darmer

LOCATION: 3637 Lincoln Street (1212 Patricia Davis Drive)
(Parcel ID: 18 119 02 004)

ZONING: NR-3: Neighborhood Residential 3 & Clemsil Overlay District

REQUEST: Clemsil Overlay development review for a one-story, single-family home.

ZONING/ADJACENT LAND USE:

North	NR-3: Single-family Home
South	NR-3: Single-family Vacant
West	NR-3: Single-family Home
East	NR-3: Single-family Vacant

MEETING INFORMATION:

Planning & Zoning Commission:	07/15/2025 – 7:00 P.M
Mayor & City Council Work Session:	07/29/2025 – 7:00 P.M.
Mayor & City Council Public Hearing:	08/07/2025 – 7:00 P.M.

RECOMMENDATION:

Staff recommends APPROVAL of the request to construct a one-story, single-family home with conditions.
The Planning and Zoning Board recommended approval of this request with staff's conditions.

BACKGROUND:

The property at 3637 Lincoln Street is currently a vacant parcel within the historic Clemsil Neighborhood. The applicant is proposing a one-story, single-family home on a stucco veneer over concrete block foundation. Pursuant to Section 319(n), the approval process for development within the Clemsil Overlay shall meet the requirements of the public hearing process.

Below are the zoning requirements and the proposed development standards:

	Zoning/Overlay Requirement	Proposed
Front Setback	10'	15.1'
Side Setback	7'	17.9' & 21'
Rear Setback	15'	15.2'
Max. Building Coverage	75%	37.5%
Max. FAR	0.4	0.245
Min. Unit Size	750 sq. ft.	1,847 sq. ft.
Min. Parking	2 spaces	2 spaces

The submitted site plan meets or exceeds these requirements.

The applicant is proposing smooth 6" lap siding, stucco veneer over concrete block foundation, and architectural asphalt shingles. These architectural elements all meet the requirements of the Clemsil Overlay.

The applicant is proposing a 5' landscape strip and a 5' sidewalk along Lincoln Street. The required street trees include 2 red maples and 3 flowering dogwood, which exceeds the required 4 street trees. Further, the proposed development does meet the tree save requirements based on the submitted site plan.

Recommendation:

Pursuant to Article II of the City of Clarkston Zoning Ordinance, Staff has reviewed the request in accordance with the required review criteria and recommends **APPROVAL** with the following conditions:

1. The site shall be developed substantially in conformance with the site plan date 06/17/25.
2. The architectural elevations shall be substantially similar to the elevations dated 05/21/25.

Aerial of the site



Surrounding Architectural Elevations

3644 Lincoln Street



3628 Lincoln Street



3629 Lincoln Street



3620 Lincoln Street



The field data upon which this plat is based has a closure precision of one foot in 15,000 feet and an angular error of 03" seconds per angle point and was adjusted using the Compass Rule. This plat has been calculated for closure and is found to be accurate within one foot in 100,000 feet.

Equipment used: Topcon GTS-213 Total Station.

FLOOD HAZARD STATEMENT

THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA AS PER THE FIRM FLOOD HAZARD MAP OF DEKALB COUNTY, GEORGIA, COMMUNITY PANEL NUMBER 13089C 0078K, DATED 08/15/19

ZONING INFORMATION:

CLASSIFICATION: NR-3 (CLEMSIL OVERLAY)

SETBACKS: FRONT - 10 FEET
SIDE - 7 FEET
REAR - 15 FEET

MAXIMUM FAR = 0.4
MAXIMUM LOT COVERAGE = 50%
MAXIMUM BUILDING HEIGHT = 35 FEET
MINIMUM LOT SIZE = 5000 sf.
MINIMUM LOT WIDTH = 50 FEET

LEGEND

IPF = 1/2" REBAR FOUND
IPS = 1/2" REBAR PIN SET
L.L. = LAND LOT
L.L.L. = LAND LOT LINE
P.L. = PROPERTY LINE
CL = CENTERLINE
B.L. = BUILDING LINE
R/W = RIGHT-OF-WAY
S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
MH = MANHOLE
C.B. = CATCH BASIN
J.B. = JUNCTION BOX
HW = HEADWALL
D.I. = DROP INLET
PP = POWER/UTILITY POLE
F.H. = FIRE HYDRANT
I.E. = INVERT ELEVATION
F.F.E. = FINISHED FLOOR ELEVATION
F.F.B. = FINISHED FLOOR BASEMENT
F.F.G. = FINISHED FLOOR GARAGE
BOC = BACK OF CURB
EP = EDGE OF PAVEMENT
N/F = NOW OR FORMERLY
P.O.B. = POINT OF BEGINNING
SS = SANITARY SEWER LINE/PIPE
X-X-X = FENCE LINE
O = FLOOD HAZARD ZONE LINE
= STORM SEWER LINE/PIPE
W = WATER LINE
G = GAS LINE
CM = CONCRETE MONUMENT
C.E. = CONSTRUCTION EASEMENT
C&G = CURB AND GUTTER
LS = LIGHT STANDARD
OTP = OPEN TOP PIPE FOUND
CTP = CRIMP TOP PIPE FOUND

PROPOSED LOT COVERAGE:

HOUSE = 1848 sf.
DRIVEWAY = 656 sf.
FRONT PORCH = 125 sf.
SIDE PORCH = 201 sf.

TOTAL = 2830 sf.
LOT COVERAGE = 37.5%

TREE INVENTORY - TABLE A

#	TYPE	DBH	CONDITION	TDU
1	OAK	8"	REMOVED	2.4
2	OAK	6"	REMOVED	1.6
3	OAK	10/18"	REMOVED	8.6
4	OAK	12"	REMOVED	3.2
5	OAK	7"	REMOVED	2.4
6	OAK	6"	REMOVED	1.6
7	PINE	17"	REMOVED	4.8
8	PINE	19"	REMOVED	5.4
9	PINE	14"	REMOVED	4.0
10	OAK	12"	REMOVED	3.2
11	OAK	6"	REMOVED	1.6
12	OAK	25"	REMOVED	6.8
13	OAK	10"	REMOVED	3.2
14	OAK	25"	REMOVED	6.8
15	OAK	6"	REMOVED	1.6
16	GUM	28"	REMOVED	8.6
17	OAK	11"	SAVED	3.2
18	OAK	13"	REMOVED	4.0
19	OAK	7"	REMOVED	2.4
20	OAK	10"	REMOVED	3.2
21	OAK	13"	REMOVED	4.0
22	OAK	15"	REMOVED	6.0
23	OAK	17"	REMOVED	4.8
24	OAK	17"	REMOVED	4.8
25	OAK	20"	REMOVED	5.4
26	OAK	28"	SAVED	8.6
27	OAK	14"	SAVED	4.0
28	OAK	11"	SAVED	3.2

TREE REQUIREMENTS - TABLE B

- 25% OF 29 = 8 TREES REQUIRED
4 SAVED; SEE RECOMPENSE
- 120 x 0.173 = 21" DBH REQUIRED
64" DBH SAVED; REQUIREMENT MET
SURPLUS = 43" DBH
- TWO TREES REQUIRED IN FRONT YARD
1 SAVED; SEE RECOMPENSE

TREE DATE CHART - TABLE C

- SITE DENSITY
0.173 x 30 TDU = 5.2 TDU REQUIRED
EDF = 19.0 TDU
RDF: 5.2 - 19 = -13.8
SURPLUS = 13.8 TDU
- EXISTING TREE DENSITY
EXISTING TREES TO BE REMOVED = 104.4 TDU
EXISTING TREES TO REMAIN = 19.0 TDU
- REPLACEMENT CREDITS
1.5 TDU CREDITS TO BE PLANTED ON SITE
9" DBH TO BE PLANTED ON SITE
- SPECIMEN TREE RECOMPENSE
NO SPECIMEN TREES REMOVED
- TREE BANK/DEFICIT
0" DBH
- FRONTAGE LANDSCAPE STRIP REQUIREMENT:
132.2; FRONTAGE - 20' DRIVE = 112.2 LF
112.2/30 = 3.74 = 4 TREES REQUIRED

EROSION CONTROL NOTES:

- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO LAND-DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
- DISTURBED AREAS LEFT IDLE 14 DAYS SHALL BE STABILIZED WITH TEMPORARY VEGETATION AND MULCH. DISTURBED AREAS REMAINING IDLE 30 DAYS SHALL BE STABILIZED WITH PERMANENT VEGETATION.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED AT LEAST DAILY, AFTER EACH RAIN, AND REPAIRED AS NECESSARY.
- ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DETERMINED NECESSARY BY ON-SITE INSPECTION.
- SILT FENCE SHALL BE "TYPE C" AS PER THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, AND BE WIRE REINFORCED (SEE ATTACHED DETAIL).
- THE DESIGN PROFESSIONAL WHOSE SIGNED AND DATED SEAL APPEARS HEREON, AFFIRMS THAT THE SITE WAS VISITED PRIOR TO THE PREPARATION OF THIS SITE PLAN BY HIMSELF OR HIS AUTHORIZED AGENT UNDER HIS SUPERVISION.

LOT AREA: 24 HR CONTACT:
7546 sf. SAMUEL AGUIRRE
0.173 ACRES JNEHOMESLLC@GMAIL.COM
(404)771-0523

NO GRADED SLOPE SHALL EXCEED 3H:1V

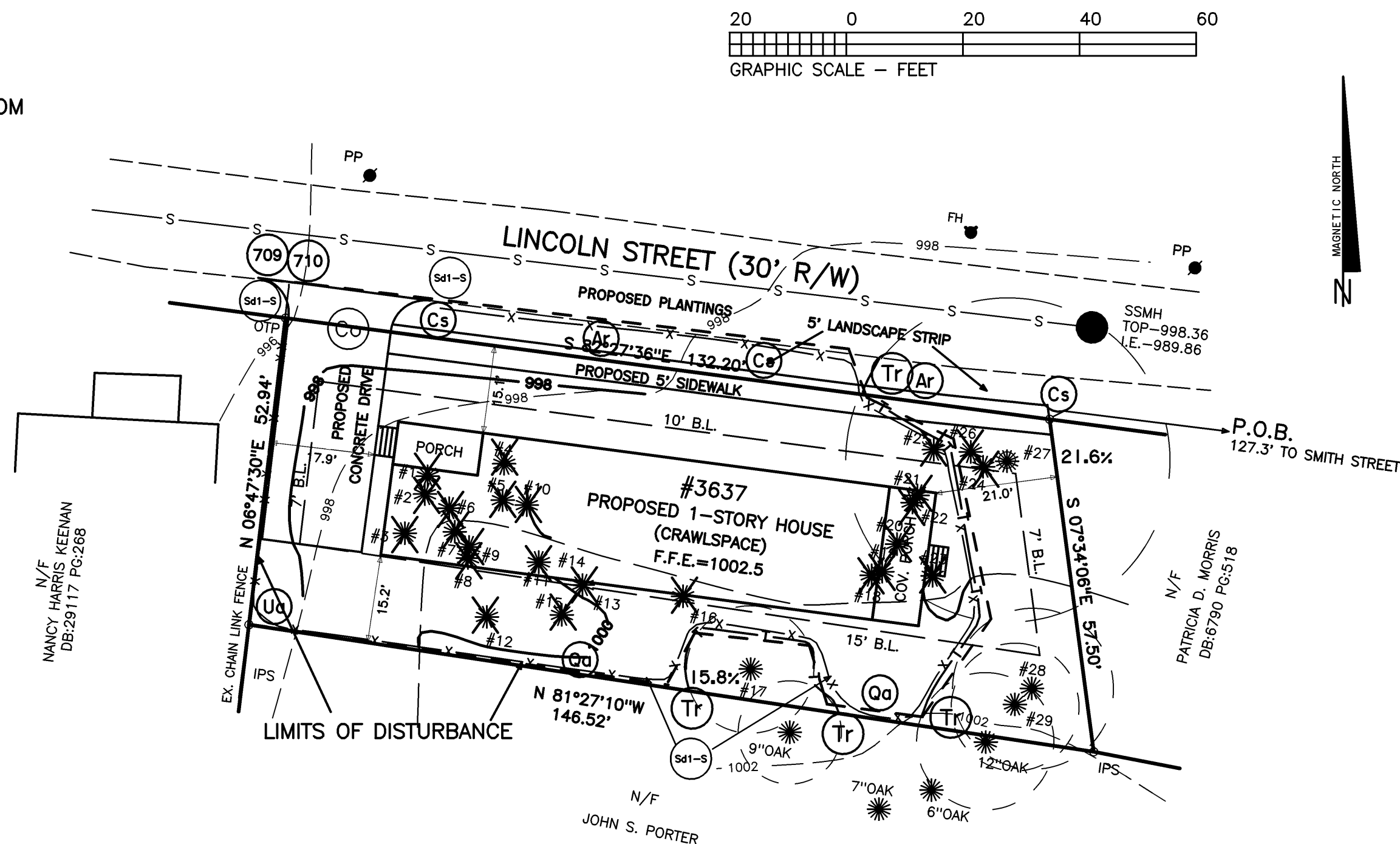
ON ALL DISTURBED AREAS

Ds1 Ds2 Ds3 Ds4

DISTURBED AREA = 7000 sf.
0.161 ACRES

PROPOSED FLOOR AREA:

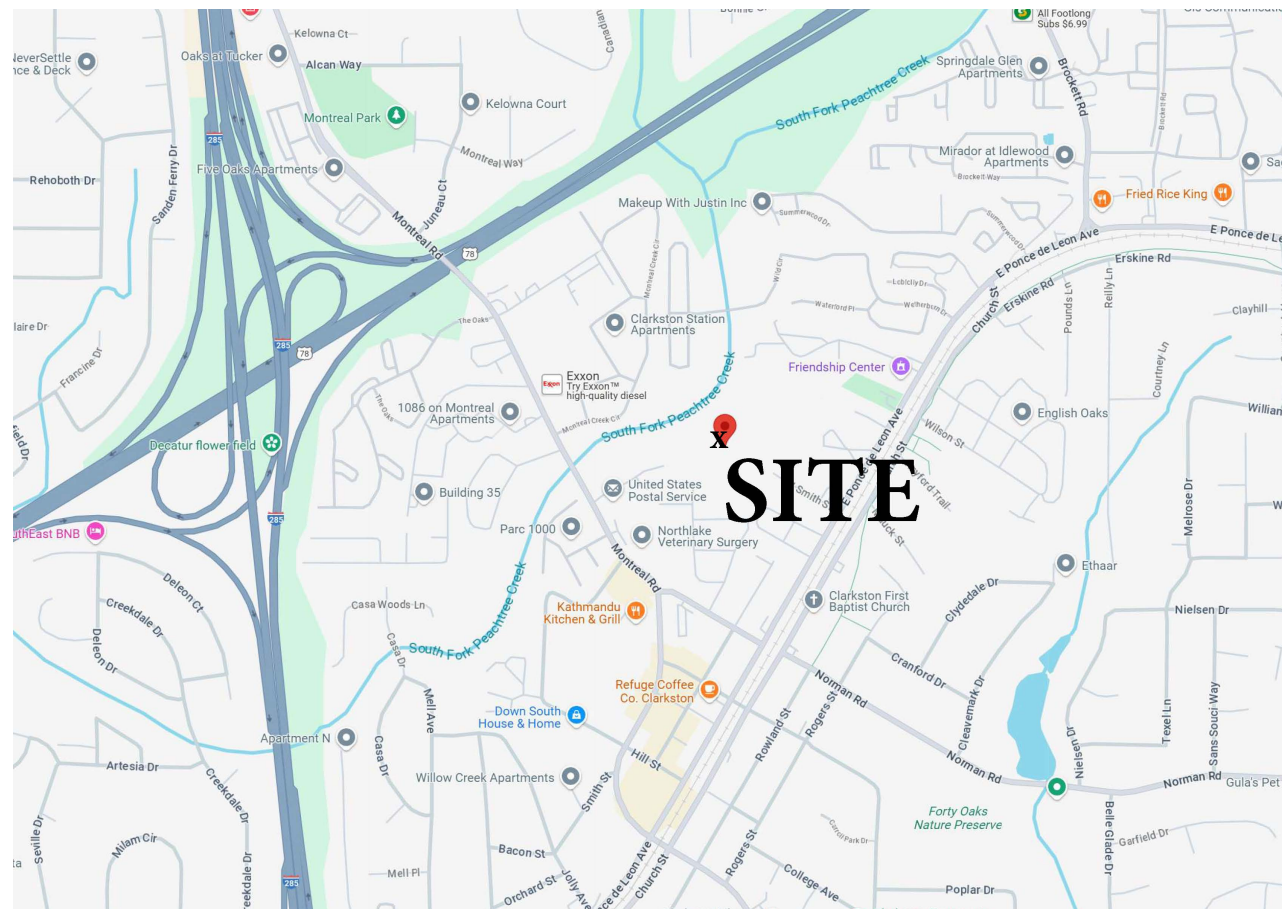
1ST FLOOR HEATED = 1847 sf.
FAR: 1847/7546 = 0.245



TREE PLANT SCHEDULE:

- Qa - 3.5" WHITE OAK (2)
- Ar - 3.5" RED MAPLE (2) - STREET TREES
- Cs - 3.5" FLOWERING DOGWOOD (3) - STREET TREES
- Ua - 3.5" AMERICAN ELM (1)
- Tr - 4' ORANGE TREE SAVE FENCING
- Sd1-S - TYPE "S" SILT-FENCE
- Co - CONSTRUCTION EXIT

NO DRAINAGE EASEMENTS ON PROPERTY
PROPERTY IN CLEMSIL OVERLAY DISTRICT

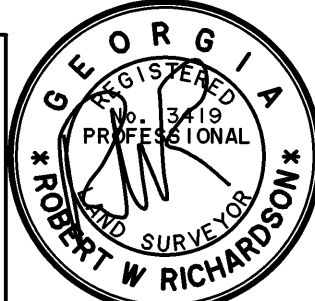


PAGE 1 OF 3

SITE PLAN FOR:

3637 LINCOLN STREET
TAX PARCEL# 18 119 02 004

GSWCC GEORGIA SOIL AND WATER CONSERVATION COMMISSION
ROBERT W. RICHARDSON
LEVEL II CERTIFIED DESIGN PROFESSIONAL
CERTIFICATION NUMBER 0000089322
ISSUED 10/12/2019 EXPIRES 10/11/2025
SIGNATURE DATE 06/17/25



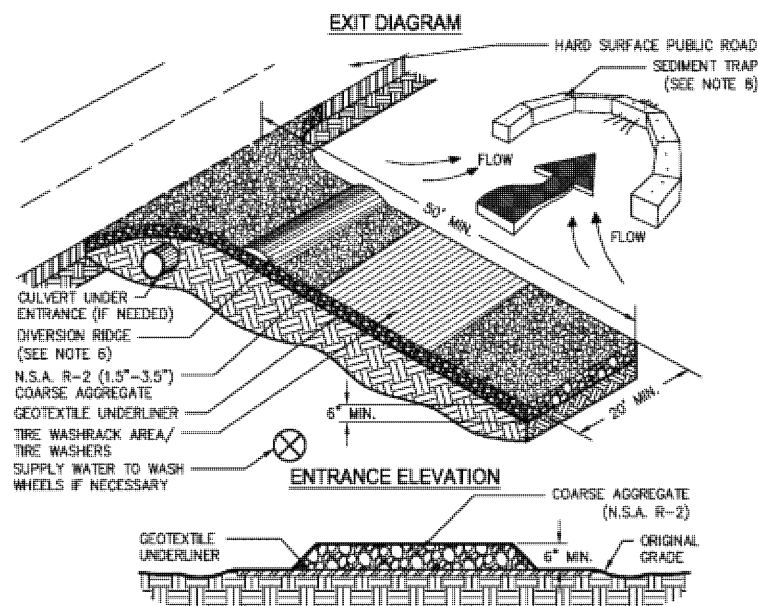
ALPHA LAND SERVICES
P.O. BOX 1651
LOGANVILLE, GA. 30052
ENGINEERING * LAND SURVEYING
OFF: 770.696.4054 EMAIL: ROBERT@ALPHASURVEYOR.COM
REVISION: 06/17/25
REF. PLAT: PB. P.

LAND LOT: 119
DISTRICT: 18TH
DEKALB COUNTY
FIELD DATE: 01/15/25
PLAT DATE: 02/28/25
LOT: BLOCK:
SUB: AREA = 0.173 ACRES
JOB No. 2501551

MAINTENANCE
The exit shall be maintained in a condition which will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 1.5-3.5 inch stone, as conditions demand, and repair and/or cleanup of any structures to trap sediment. All materials spilled,

dropped, washed, or tracked from vehicles or site onto roadways or into storm drains must be removed immediately.

CRUSHED STONE CONSTRUCTION EXIT



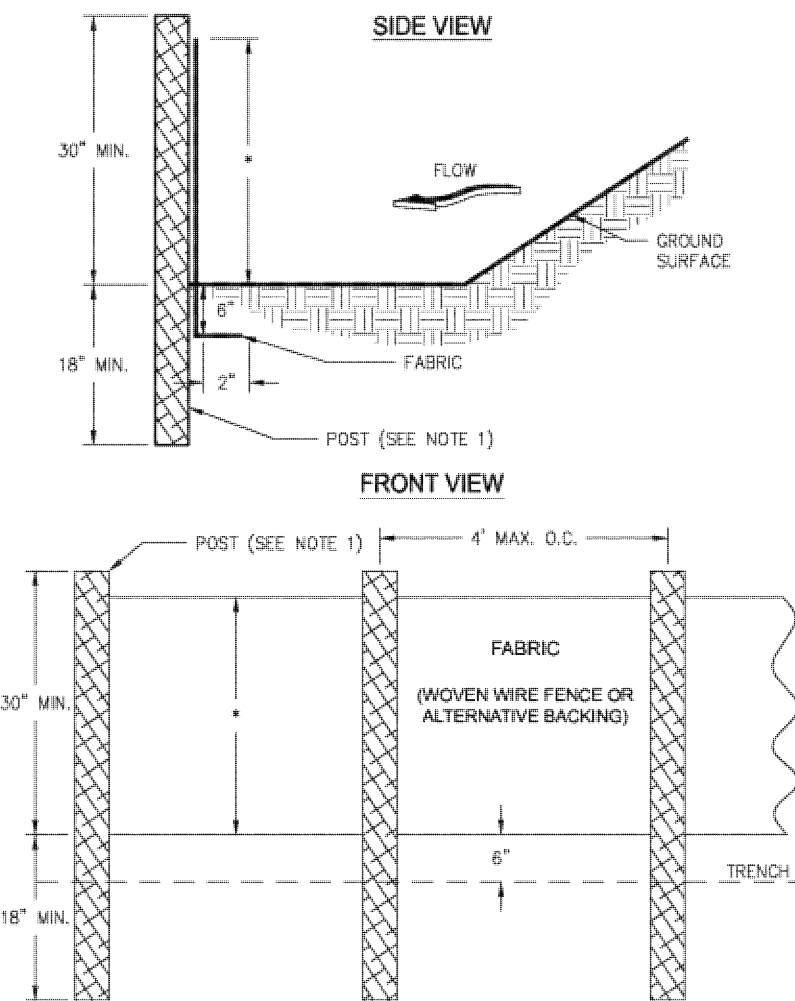
- NOTES:**
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
 2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
 3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
 4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
 5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20".
 6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
 7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
 8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
 9. WASHBACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHBACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
 10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANUP OF ANY MEASURES USED TO TRAP SEDIMENT.

Figure 6-14.1

GSWCC (Amended - 2019)

6-142

SILT FENCE Sd1-S (TYPE C)



- NOTES:**
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
 2. HEIGHT (+) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

Figure 6-27.2

GSWCC 2016 Edition

6-142

Ds4

MATERIALS

- Sod selected should be certified. Sod grown in the general area of the project is desirable.
- Sod should be machine cut and contain 3/4" (+ or - 1/4") of soil, not including shoots or thatch.
- Sod should be cut to the desired size within ±5%. Torn or uneven pads should be rejected.
- Sod should be cut and installed within 36 hours of digging.
- Avoid planting when subject to frost heave or hot weather, if irrigation is not available.
- The sod type should be shown on the plans or installed according to Table 2. See page 60 for your Resource Area.

Grass	Varieties	Resource Area	Growing Season
Bermudagrass	Common Tifway Tifgreen Tiflawn	M-L, P, C	Warm weather
Bahiagrass	Pensacola	P, C	Warm weather
Centipede	—	P, C	Warm weather
St. Augustine	Common Bitterblue Raleigh	^ C	Warm weather
Zoysia	Emerald Myer	P, C	Warm weather
Tall Fescue	Kentucky 31	M-L, P	Cool weather

MAINTENANCE

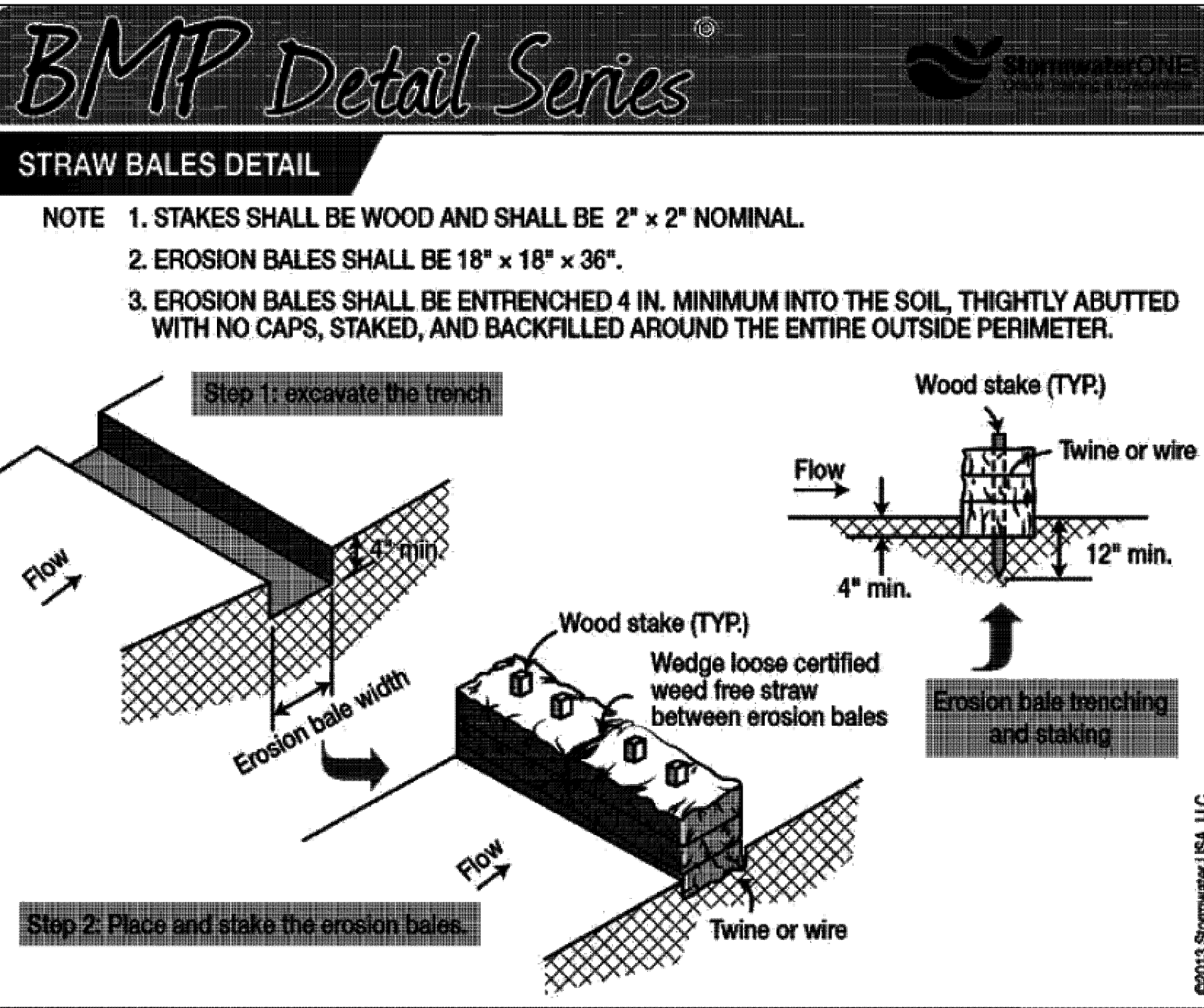
- Re-sod areas where an adequate stand of sod is not obtained.
- New sod should be mowed sparingly. Grass height should not be cut less than 2"-3" or as specified.
- Apply one ton of agricultural lime as indicated

- Bring soil surface to final grade. Clear surface of trash, woody debris, stones and clods larger than 1". Apply sod to soil surfaces only and not frozen surfaces, or gravel type soils.
- Topsoil properly applied will help guarantee a stand. Don't use topsoil recently treated with herbicides or soil sterilants.
- Mix fertilizer into soil surface. Fertilize based on soil tests or Table 1. For fall planting of warm season species, half the fertilizer should be applied at planting and the other half in the spring.
- Agricultural lime should be applied based on soil tests or at a rate of 1-2 tons/acre.
- Lay sod with tight joints and in straight lines. Don't overlap joints. Stagger joints and do not stretch sod.

Fertilizer Type (lbs./acre)	Fertilizer Rate (lbs./sq.ft.)	Fertilizer Rate	Season
10-10-10	1000	.025	Fall

- On slopes steeper than 3:1, sod should be anchored with pins or other approved methods.
- Installed sod should be rolled or tamped to provide good contact between sod and soil.
- Irrigate sod and soil to a depth of 4" immediately after installation.
- Sod should not be cut or spread in extremely wet or dry weather.
- Irrigation should be used to supplement rainfall for a minimum of 2-3 weeks.
- Fertilize grasses in accordance with soil tests or Table 3.

Types of Species	Planting Year	Fertilizer (N-P-K)	Rate (lbs./acre)	Nitrogen Top Dressing Rate (lbs./acre)
Cool season grasses	First Second Maintenance	6-12-12 6-12-12 10-10-10	1500 1000 400	50-100 ... 30
Warm season	First Second	6-12-12 6-12-12	1500 800	50-100 50-100



©2013 Stormwater USA, LLC

SPECIES	Broadcast Rates 1/- pls. 2/ Per Acre	Resource Area 3/	Planting Dates by Resource Area 4/	Areas Planting Dates	Remarks
Ds3			(Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates)		
BAHIA, PENSACOLA (Paspalum notatum) alone or with temporary cover with other perennials	60 lbs. 1.4 lb. 30 lbs. 0.7 lb.	P C	J F M A M J J A S O	N D	166,000 seed per pound. Low growing. Sod forming. Slow to establish. Plant with a companion crop. Will spread into bermuda pastures and lawns. Mix with Sericea lespedeza or weeping lovegrass.
BAHIA, WILMINGTON (Paspalum notatum) alone or with temporary cover with other perennials	60 lbs. 1.4 lb. 30 lbs. 0.7 lb.	M-L P C	J F M A M J J A S O	N D	Same as above
BERMUDA, COMMON (Cynodon dactylon) Hulled seed alone with other perennials	10 lbs. 0.2 lb. 6 lbs. 0.1 lb.	P C	J F M A M J J A S O	N D	1,787,000 seed per pound. Quick cover. Low growing and sod forming. Full sun. Good for athletic fields.
BERMUDA, COMMON (Cynodon dactylon) unhulled seed with temporary cover with other perennials	10 lbs. 0.2 lb. 6 lbs. 0.1 lb.	P C	J F M A M J J A S O	N D	Plant with winter annuals. Plant with Tall fescue.
BERMUDA, SPRINGS (Cynodon dactylon) Coastal Common, Midland, or Tift 44 Coastal, Common, or Tift 78	40 cu. ft. 0.9 cu. ft. 30 lbs. 0.7 lb.	M-L P C	J F M A M J J A S O	N D	A cubic foot contains approximately 650 sprigs. A bushel contains 1.25 cubic feet or approximately 800 sprigs. Same as above
FESCUE, TALL (Festuca arundinacea) alone with other perennials	50 lbs. 1.1 lb. 30 lbs. 0.7 lb.	M-L P C	J F M A M J J A S O	N D	227,000 seed per pound. Use alone only on better sites. Not for droughty soils. Mix with perennial lespedezas or Crownvetch. Apply topdressing in spring following fall plantings. Not for heavy use areas or athletic fields.
Ds2			(Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates)		
MILLET, PEARL (Pennisetum glaucum) alone	50 lbs. 1.1 lb.	M-L P C	J F M A M J J A S O	N D	88,000 seed per pound. Quick dense cover. May reach 5 feet in height. Not recommended for mixtures.
OATS (Avena sativa) alone in mixtures	4 bu. (128 lbs.) 1 bu. (32 lbs.)	M-L P C	J F M A M J J A S O	N D	13,000 seed per pound. Use on productive soils. Not as winterhardy as rye or barley
RYE (Secale cereale) alone in mixtures	3 bu. (168 lbs.) 1/2 bu. (28 lbs.)	M-L P C	J F M A M J J A S O	N D	18,000 seed per pound. Quick cover. Drought tolerant and winterhardy
RYE alone	40 lbs. 0.9 lb.	M-L P C	J F M A M J J A S O	N D	227,000 seed per pound. Dense cover. Very competitive and is not to be used in mixtures
RYE alone	60 lbs. 1.4 lb.	M-L P C	J F M A M J J A S O	N D	55,000 seed per pound. Good on droughty sites. Not recommended for mixtures

PERM. & TEMP. GROUND COVER

Ds1 DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)

MULCHING APPLICATION REQUIREMENTS

MATERIAL	RATE	DEPTH
STRAW OR HAY	2-1/2 TONS/ACRE	6" TO 10"
WOOD WASTE, CHIPS, SAWDUST, BARK	6 TO 9 TONS/ACRE	2" TO 3"
CUTBACK ASPHALT	1200 GAL/AC OR 1/4 GAL/SQ.YD.	—
POLYETHYLENE FILM	SECURE WITH SOIL, ANCHORS, WEIGHTS	—
CUTBACK ASPHALT	SEE MANUFACTURER'S RECOMMENDATIONS	—
GEOTEXTILES, JUTE MATTING, NETTING, ETC.	SEE MANUFACTURER'S RECOMMENDATIONS	—

PAGE 2 OF 3
NOTES & DETAILS FOR:

ALPHA LAND SERVICES

P.O. BOX 1651
LOGANVILLE, GA. 30052
ENGINEERING & LAND SURVEYING
OFF: 770.696.4054 EMAIL: ROBERT@ALPHASURVEYOR.COM

REVISION:

LAND LOT: 119
DISTRICT: 18TH
DEKALB COUNTY
GEORGIA
FIELD DATE: 01/15/25
PLAT DATE: 02/28/25
REF. PLAT: PB. P.

3637 LINCOLN STREET

TAX PARCEL# 18 119 02 004

LOT: BLOCK:
SUB:
AREA = 0.173 ACRES
JOB No. 25015S2

GSWCC GEORGIA SOIL AND WATER CONSERVATION COMMISSION

ROBERT W. RICHARDSON

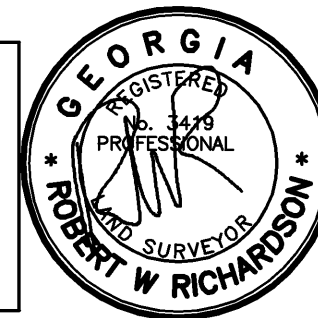
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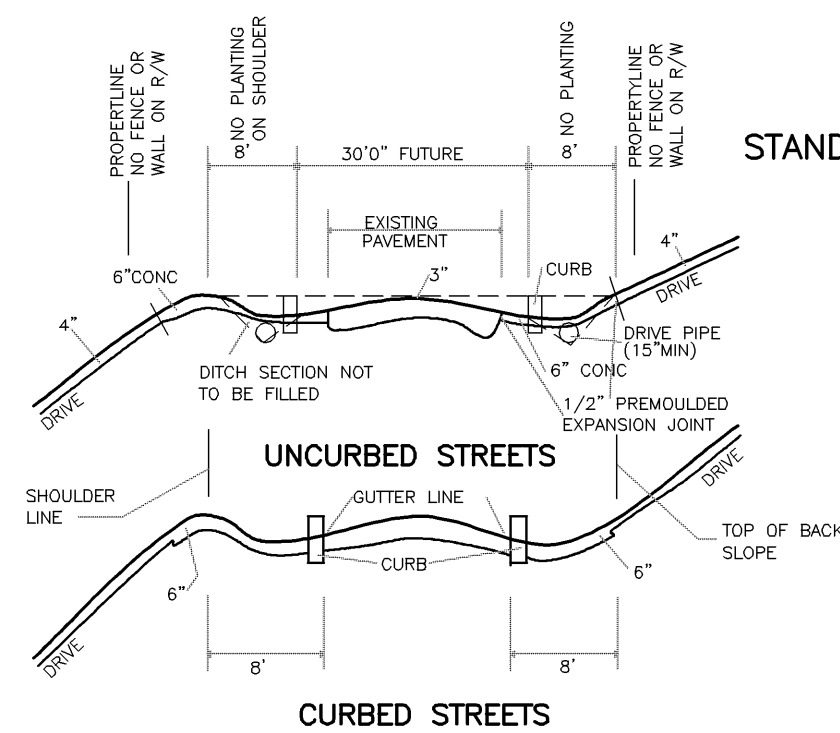
CERTIFICATION NUMBER 0000089322

ISSUED: 10/11/2019 EXPIRES 10/11/2025

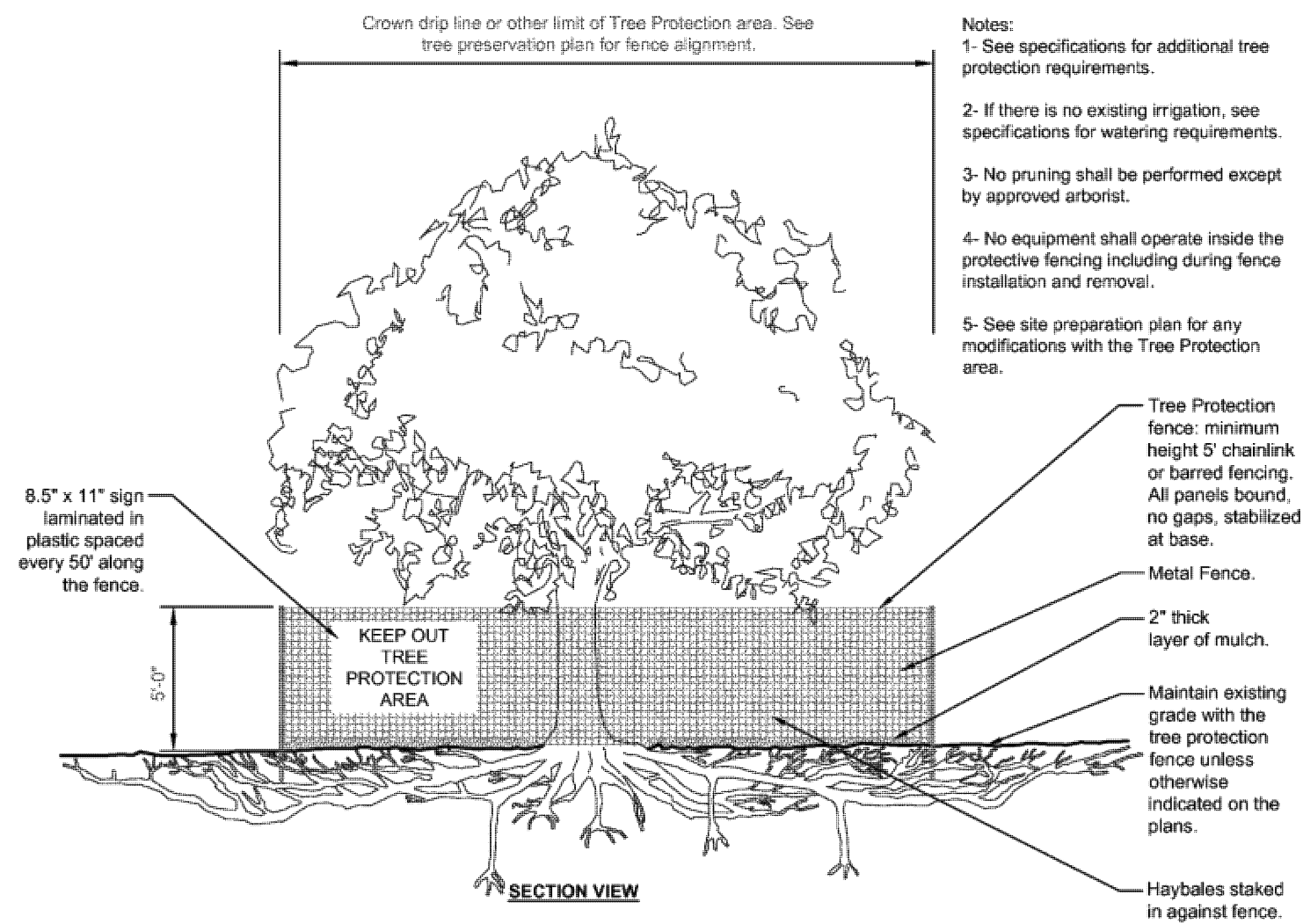
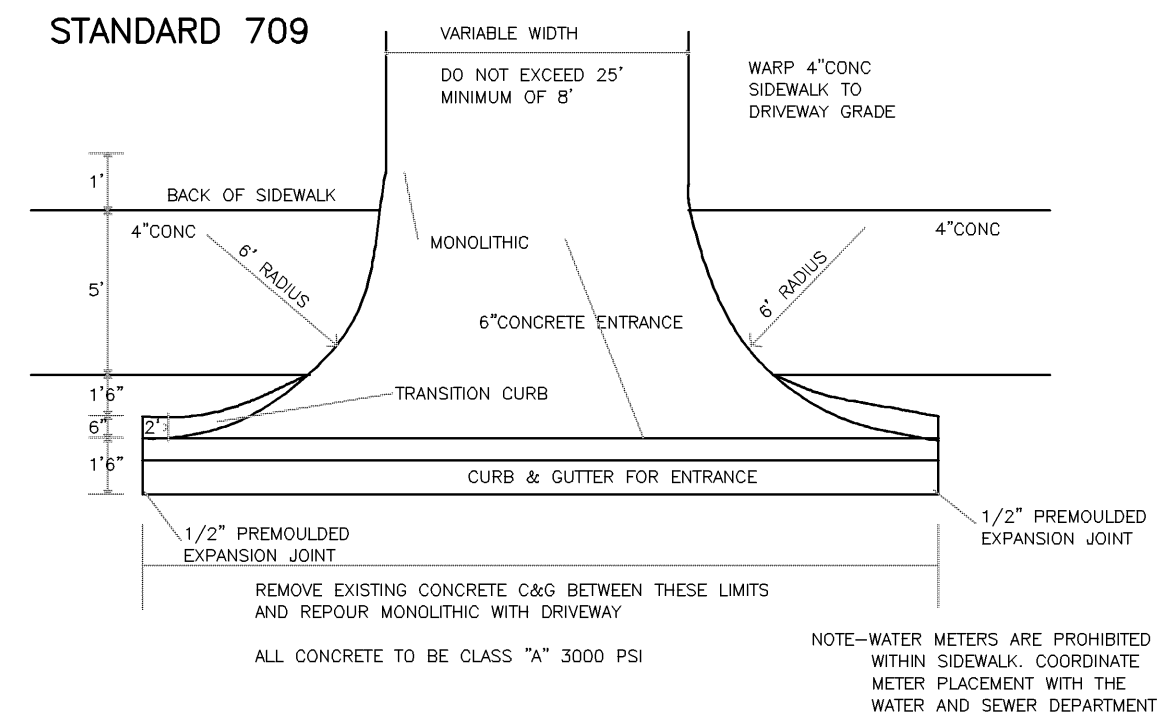
02/28/25

SIGNATURE DATE



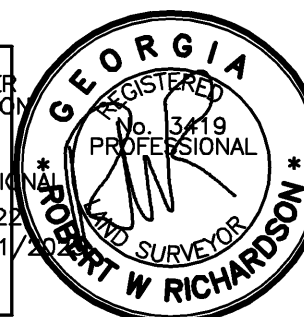
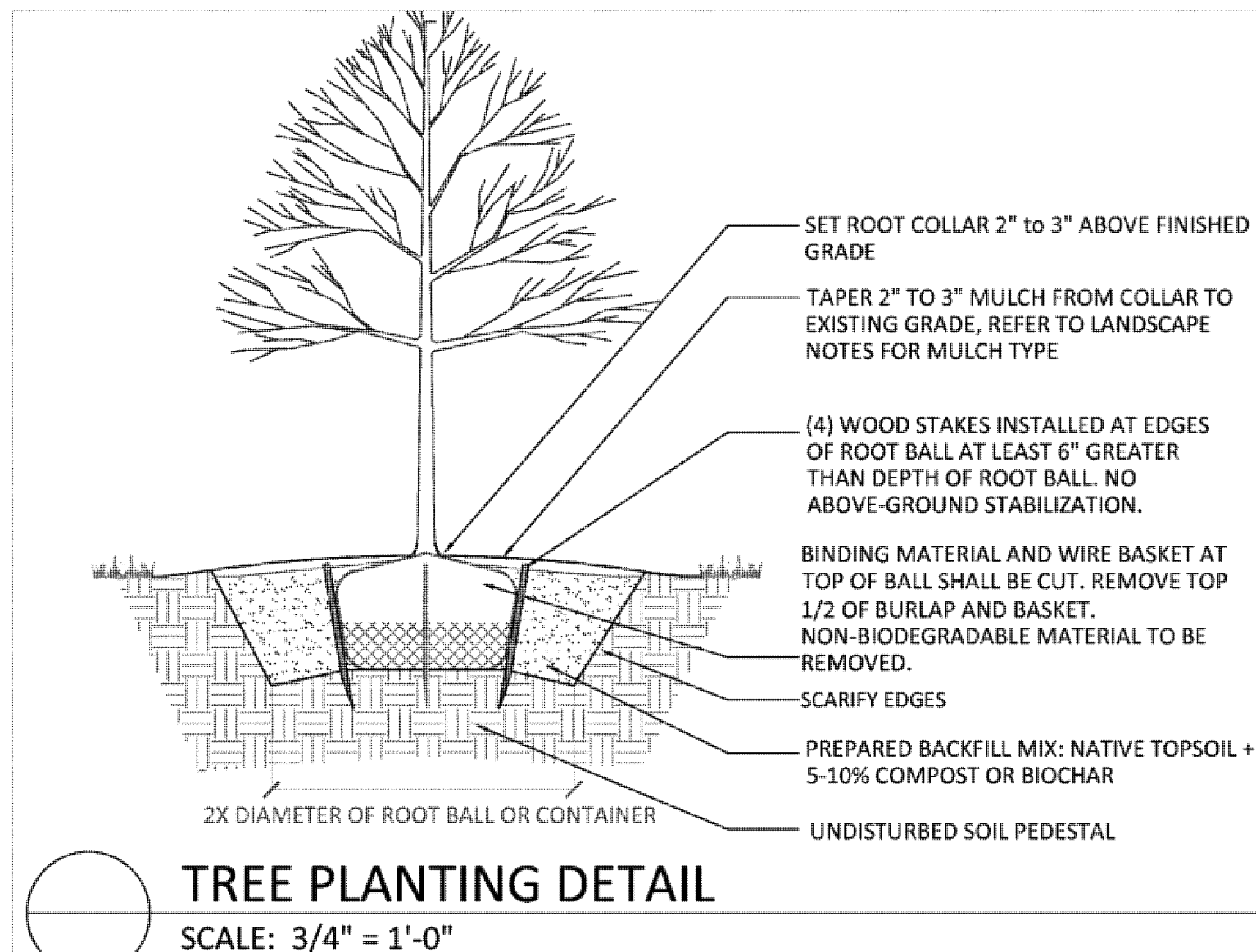


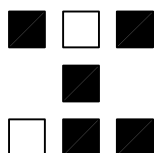
DRIVEWAYS FOR LOTS ABOVE OR BELOW STREET LEVEL, WHERE STREETS HAVE CURB ARE TO BE CONSTRUCTED TO AN ELEVATION 6" ABOVE THE GUTTER LINE AT THE NORMAL SHOULDER LINE, OR TOE OF BACK SLOPE AS INDICATED



S-X TREE PROTECTION

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE





HERITAGE DESIGN BUILD GROUP
Post Office Box 4033
Atlanta, GA 30302 8170
Telephone: 404.525.8888
Facsimile: 000.000.0000

THE
AGUIRE
RESIDENCE

3637 LINCOLN STREET
CLARKSTON, GA 30021

☐ Half-Size Plot

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1.) The contractor shall check and verify ALL dimensions and locations of existing structures to HERITAGE DESIGN BUILD GROUP prior to proceeding with construction.
2.) The contractor shall verify compliance with ALL LOCAL BUILDING CODES in the municipality the building is to be constructed.
3.) All proposed structural and engineering aspects should be approved by a professional engineer. Caution must be exercised in making any modifications to this plan. If changes are necessary, contact HERITAGE DESIGN BUILD GROUP.
HERITAGE DESIGN BUILD GROUP shall protect its rights and be terminated for all legal and court costs, etc., for any use of these drawings without the written consent of these drawings to any public body for any use does not release in any way the copyright and ownership of the drawings provisions listed herein.

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Print Record

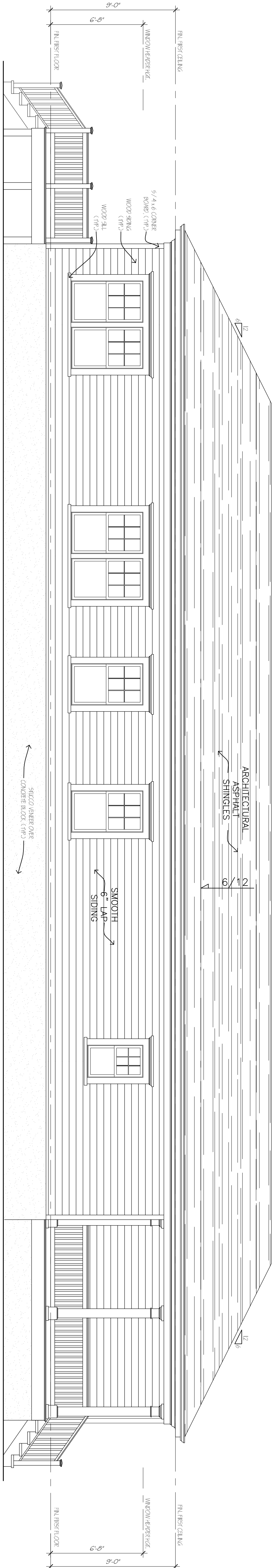
Revisions

Date: 21 MAY 2025
Project #: 202504
Drawn By: SH
Checked By: SH

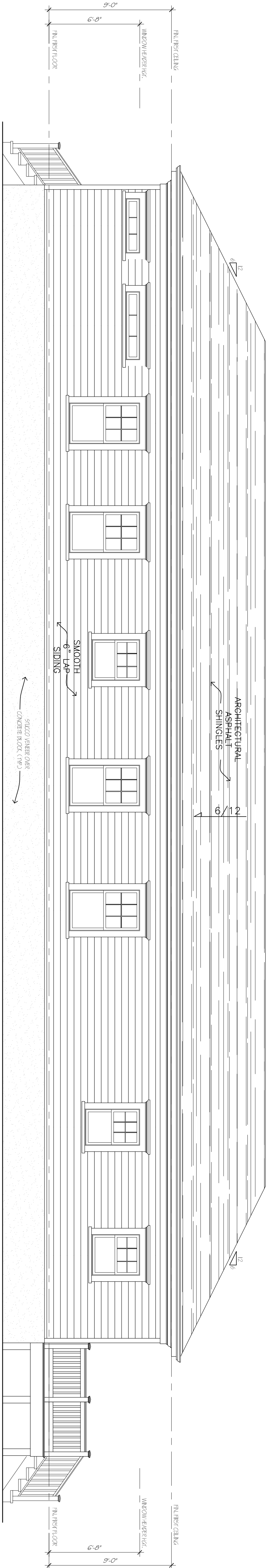
PROPOSED
FRONT & REAR
ELEVATIONS

A4

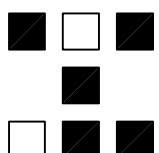
☒ Not Cleared for Construction
☐ Not Released for Construction



1
A4
PROPOSED FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2
A4
PROPOSED REAR ELEVATION
SCALE: 1/4" = 1'-0"



HERITAGE DESIGN BUILD GROUP
Post Office Box 4053
Atlanta, GA 30302 8170
Telephone: 000 . 000 . 0000
Facsimile: 000 . 000 . 0000

THE
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3637 LINCOLN STREET
CLARKSTON, GA 30021

1/4" = 1'-0"

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- 1) The contractor shall check and verify ALL EXISTING CONDITIONS prior to construction and report to HERITAGE DESIGN BUILD GROUP prior to proceeding with construction.
- 2) The contractor shall verify compliance with ALL LOCAL BUILDING CODES in the municipality the building is to be constructed.
- 3) All construction details and engineering aspects shall be verified with the engineer of record. Changes must be exercised in making any modifications to this plan. If changes are necessary, contact HERITAGE DESIGN BUILD GROUP.
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Print Record

Revisions

Date: 21 MAY 2025
Project #: 202501
Drawn By: SH
Checked By: SH

PROPOSED
FOUNDATION
PLAN

A1

☒ Released for Construction
☐ Not Released for Construction

GENERAL NOTES:

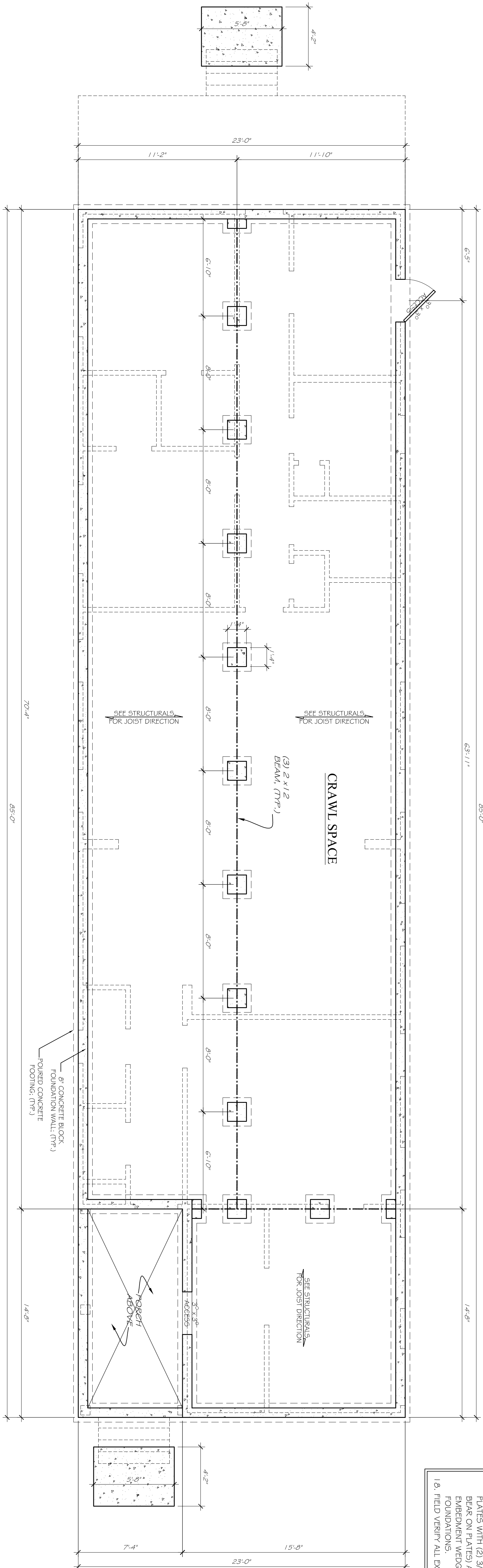
1. REFER TO FRAMING PLAN TO DETERMINE WHICH WALLS ARE LOAD BEARING. JOIST LAYOUT AND WHERE BEAMS ARE TO BE LOCATED.
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5. CONTRACTOR SHALL PROVIDE A FLOOR DRAIN IN ANY UTILITY ROOM AND / OR MECHANICAL ROOM, IF ONE IS NOT SHOWN ON THE PLANS ASSUME ONE TO BE LOCATED IN THESE AREAS.

GENERAL CONSTRUCTION NOTES:

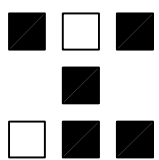
1. ALL CONCRETE TO BE 3000 PSI NORMAL WEIGHT.
2. ALL REINFORCING TO BE GRADE 60.
3. ALL STRUCTURAL STEEL A36.
4. ALL 2X WOOD JOIST TO BE #2 SOUTHERN PINE.
5. ALL LOAD BEARING WOOD STUDS ARE TO BE #2 SPF.
6. MICRO LAM TO HAVE $F_u = 2800$ PSI MINIMUM.
7. GUE LAM TO HAVE $F_u = 2400$ PSI MINIMUM.
8. ALL WOOD BEAMS TO BEAR ON MULTIPLE STUDS. SAME NUMBER OF STUDS AS NUMBER OF PILES OF BEAM. UNLESS GREATER NUMBER NOTED ON PLANS.
9. PROVIDE ADDITIONAL FULL HEIGHT STUD ADJACENT TO OPENING. CONTINUE MULTIPLE STUDS DOWN TO FOUNDATION. WITH SOLID BLOCKING AT FLOORS.
10. PROVIDE 6" MIN. 1/2" DIA. ANCHOR BOLTS TO ALL CONTINUOUS PLATES @ LOAD BEARING WALLS. AT 48" O.C. MAX UNLESS NOTED AS CLOSER ON SECTIONS.
11. NAIL MULTIPLE PLY BEAMS W/ 2 ROWS 16d NAILS @ 12" O.C. TOP AND BOTTOM.
12. ALL HEADERS ARE TO BE 2X10% DOUBLE AND LOCATED AT CEILING HEIGHTS W/ KING & JACK STUDS AT EACH END. UNLESS OTHERWISE NOTED ON PLANS. INSTALL BLOCKING WHERE SPANS ARE OVER 8'.
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- BASEMENT TO FIRST FLOOR - 2x6 @ 16" O.C.
- FIRST FLOOR TO SECOND FLOOR - EXTERIOR 2x6 @ 16" O.C.
- FIRST FLOOR TO SECOND FLOOR - INTERIOR 2x6 @ 16" O.C.
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15. FLOOR DECK TO BE 3/4" GUE AND NAILED TO JOISTS.
16. DESIGN SOIL BEARING PRESSURE = 2000 PSF (MIN) - TO BE VERIFIED IN FIELD UPON EXCAVATION.
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18. FIELD VERIFY ALL EXISTING CONDITIONS SHOWN.

WALL LEGEND

- 2x4 STUD WALL
- 2x6 STUD WALL
- POURED CONCRETE WALLS
- BRICK VENEER



1 PROPOSED FOUNDATION PLAN
A1 SCALE: 1/4" = 1'-0"



HERITAGE DESIGN BUILD GROUP
Post Office Box 4053
Atlanta, GA 30302 8170
Telephone: 000 . 000 . 0000
Facsimile: 000 . 000 . 0000

THE
AGUIRE
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3637 LINCOLN STREET
CLARKSTON, GA 30021

1/4" = 1'-0"

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Print Record

Revisions

Date: 21 MAY 2025
Project #: 202501
Drawn By: SH
Checked By: SH

PROPOSED
FOUNDATION
PLAN

A1

☒ Released for Construction
☐ Not Released for Construction

GENERAL NOTES:

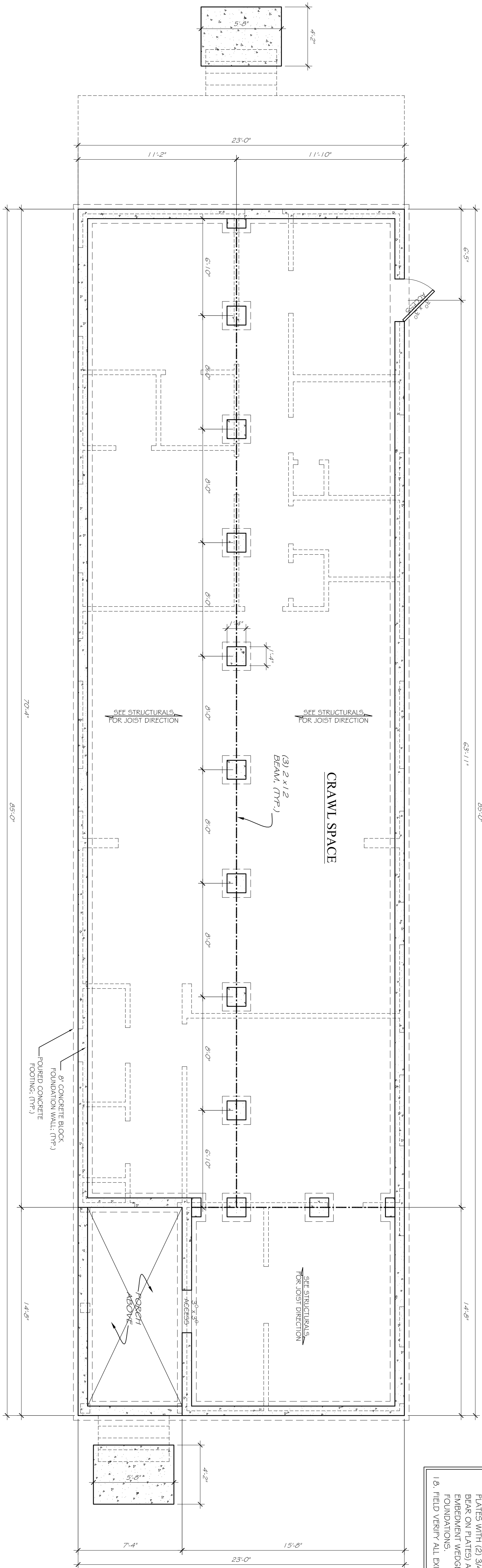
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4. ALL 2X WOOD JOIST TO BE #2 SOUTHERN PINE.
5. ALL LOAD BEARING WOOD STUDS ARE TO BE #2 SPF.
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7. GUE LAM TO HAVE $F_u = 2400$ PSI MINIMUM.
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11. NAIL MULTIPLE PLY BEAMS W/ 2 ROWS 16d NAILS @ 12" O.C. TOP AND BOTTOM.
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- FIRST FLOOR TO SECOND FLOOR - INTERIOR 2x6 @ 16" O.C.
- SECOND TO ABOVE - 2x6 @ 16" O.C.
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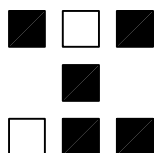
WALL LEGEND

- 2x4 STUD WALL
- 2x6 STUD WALL
- POURED CONCRETE WALLS
- BRICK VENEER



1
A1
SCALE: 1/4" = 1'-0"

PROPOSED FOUNDATION PLAN



HERITAGE DESIGN BUILD GROUP
Post Office Box 4053
Atlanta, GA 30302 8170
Telephone : 800 - 700 - 0000
Facsimile : 800 - 700 - 0000

THE AGUIRE

RESIDENCE

3637 LINCOLN STREET
CLARKSTON, GA 30021

Half-Size Plot

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Print Record

Revisions

Date: 21 MAY 2025

Project #: 202501

Drawn By: SHF

Checked By: SHF

PROPOSED MAIN FLOOR PLAN

A2

☒ Released for Construction
☐ Not Released for Construction

GENERAL NOTES:

1. REFER TO FRAMING PLAN TO DETERMINE WHICH WALLS ARE LOAD BEARING, JOIST LAYOUT AND WHERE BEAMS ARE TO BE LOCATED.
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GENERAL CONSTRUCTION NOTES:

1. ALL CONCRETE TO BE 3000 PSI NORMAL WEIGHT.
2. ALL REINFORCING TO BE GRADE 60.
3. ALL STRUCTURAL STEEL, A-36.
4. ALL 2X WOOD JOIST TO BE #2 SOUTHERN PINE.
5. ALL LOAD BEARING WOOD STUDS ARE TO BE #2 SOUTHERN PINE.
6. MICRO-LAM TO HAVE Fp=2800 PSI MINIMUM.
7. GULF-LAM TO HAVE Fp=2400 PSI MINIMUM.
8. ALL WOOD BEAMS TO BEAR ON MULTIPLE STUDS, SAME NUMBER OF STUDS AS NUMBER OF PILES OF BEAM, UNLESS GREATER NUMBER NOTED ON PLANS, PROVIDE ADDITIONAL FULL HEIGHT STUD ADJACENT TO OPENING. CONTINUE MULTIPLE STUDS DOWN TO FOUNDATION, WITH SOLID BLOCKING AT FLOORS.
9. PROVIDE 6" MIN. 1/2" DIA. ANCHOR BOLTS TO ALL CONTINUOUS PLATES @ LOAD BEARING WALLS. AT 48" O.C. MAX UNLESS NOTED AS CLOSER ON SECTIONS.
10. WALL MULTIPLE PLY BEAMS W/ 2 ROWS 16d NAILS @ 12" O.C. TOP AND BOTTOM.
11. ALL EXTERIOR WALLS ARE LOAD BEARING.
12. ALL HEADERS ARE TO BE 2X10S DOUBLE AND LOCKED AT CEILING HEIGHTS W/ KING & JACK STUDS AT EACH END, UNLESS OTHERWISE NOTED ON PLANS. INSTALL BLOCKING WHERE SPANS ARE OVER 8'.
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15. FLOOR DECK TO BE 3/4" GULF AND NAILED TO JOISTS.
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18. FIELD VERIFY ALL EXISTING CONDITIONS SHOWN.

LIFE SAFETY CODE LEGEND

- ◇ EGRESS WINDOW - CLEAR OPENING, MIN. AREA 5.7 SQ. MIN. HEIGHT 24" MIN. WIDTH 20". MIN. SILL HEIGHT = 44" A.F.F.
- Ⓢ SMOKE / CARBON DIOXIDE DETECTOR - HARD WIRED
- F EXHAUST FAN REQUIRED
- GF GROUND FAULT INTERRUPT REQUIRED
- AF ARC FAULT INTERRUPT REQUIRED

WALL LEGEND

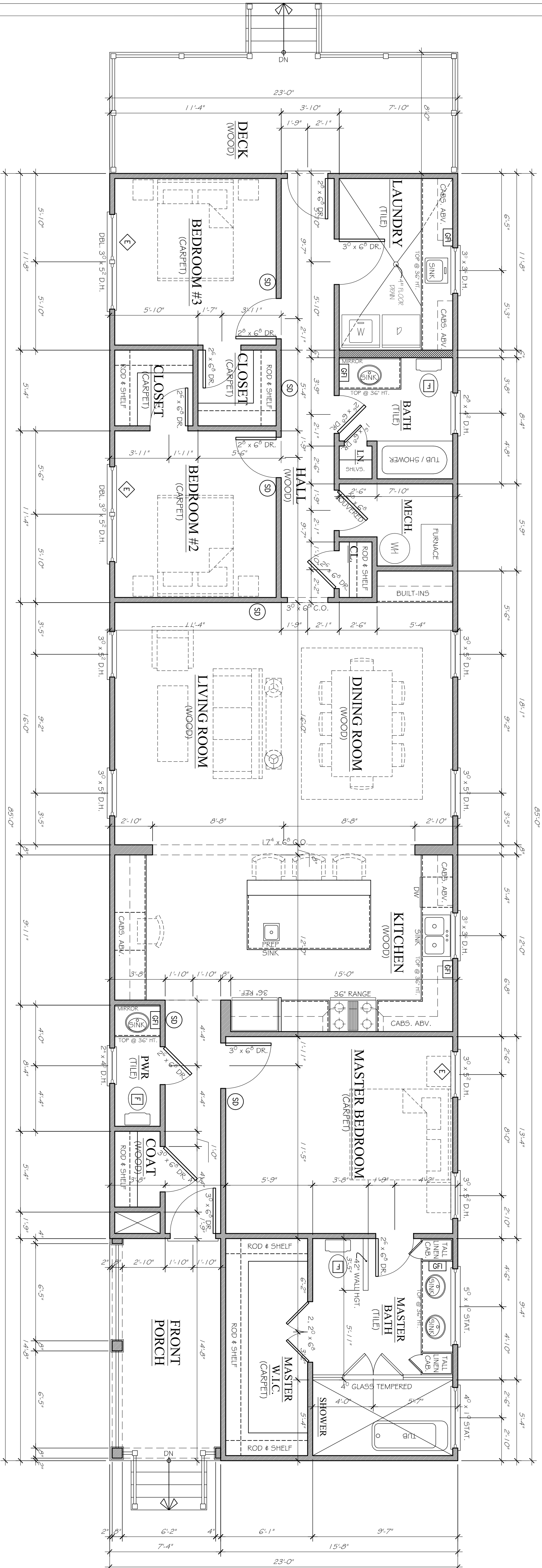
SQUARE FOOTAGE	
MAIN FLOOR	1,847 S.F.
TOTAL	1,847 S.F.
FRONT PORCH	108 S.F.
REAR DECK	184 S.F.

2x4 STUD WALL

2x6 STUD WALL

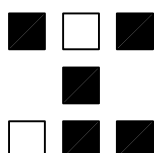
POURED CONCRETE WALLS

STONE VENEER



1 PROPOSED MAIN FLOOR PLAN

A2 SCALE: 1/4" = 1'-0"



HERITAGE DESIGN BUILD GROUP

Post Office Box 4053
Atlanta, GA 30302 81.70
Telephone: 404.525.1234
Facsimile: 000.000.0000

THE AGUIRRE RESIDENCE

3637 LINCOLN STREET
CLARKSTON, GA 30021

☐ Half Size Plot

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- 2) The contractor shall verify compliance with ALL LOCAL BUILDING CODES in the municipality the building is to be constructed.
- 3) The contractor shall obtain all necessary permits and approvals from the appropriate City or County Building Department. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate City or County Building Department. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate City or County Building Department.

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Print Record

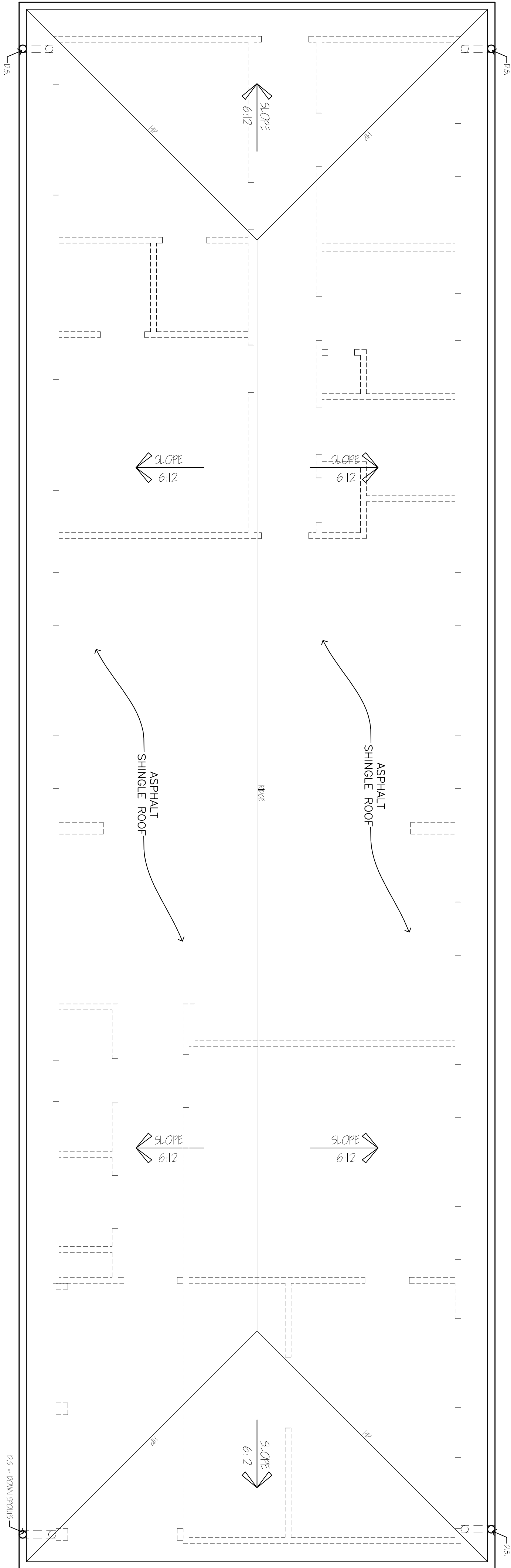
Revisions

Date: 21 MAY 2025
Project #: 202501
Drawn By: SHH
Checked By: SHH

PROPOSED ROOF PLAN

A3

☒ Released for Construction
☐ Not Released for Construction



1 PROPOSED ROOF PLAN

A3 SCALE: 1/4" = 1'-0"

NOTE: ALL OVERHANGS TO BE 2'-0" FROM
OUTFACE OF STUD, UNLESS
OTHERWISE NOTED.

GENERAL ROOF NOTES:

1. ALL ROOF VENTS TO BE LOCATED IN THE REAR OF THE ROOF OUT OF VIEW FROM THE FRONT OF THE HOUSE. IF IN QUESTION, CONTACT HERITAGE DESIGN BUILD GROUP.
2. DO NOT SCALE OFF DRAWINGS. USE DIMENSIONS ONLY. IF IN QUESTION, CALL HERITAGE DESIGN BUILD GROUP.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CHECK THE DRAWINGS AND REPORT ANY DISCREPANCIES TO HERITAGE DESIGN BUILD GROUP.
4. ALL VISIBLE VALLEYS SHALL BE EXPOSED FLASHING.
5. INDICATE ATTIC VENTILATION.



CITY OF CLARKSTON

ITEM NO: 6E

MEETING TYPE:
Work Session

CITY COUNCIL WORK SESSION AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: July 29, 2025

SUBJECT: Discuss a request for variances from Sec. 305 to reduce minimum lot widths and Sec. 540(a) to not require a 5' sidewalk at 911, 917, 929, and 935 Mell Avenue.

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES: 5

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To discuss and review a variance request from Sec. 305 to reduce the minimum lot widths from 50' to 36' for 10 lots and 30' for 3 lots and a variance request from Sec. 540(a) to not require a 5' sidewalk along a local street at 911, 917, 929, and 935 Mell Avenue (Parcel ID: 18 097 10 047, 046, 059, and 050).

NEED/ IMPACT: The applicant is requesting these variances to construct 13 single-family homes along Mell Avenue.

RECOMMENDATION: Staff is recommending denial of both variance requests.

The Planning and Zoning Board recommended approval of the variance from Sec. 305 to reduce the minimum lot widths and denial of the variance request from Sec. 540(a) to not require a 5' sidewalk along a local street with conditions.

Notice Published in DeKalb Champion: 07/17/2025

Public Hearing Held by City Council: 08/07/2025



STAFF ANALYSIS AND REPORT

APPLICANT:	Megha Joshi – Altair Homes ATL, LLC		
LOCATION:	911, 917, 929, and 935 Mell Avenue (Parcel ID: 18 097 10 047, 046, 059, and 050)		
ZONING:	NR-3: High Density Neighborhood Residential		
REQUEST:	Variance request from Sec. 305 of the Zoning Code to reduce the minimum lot width from 50' to 36' for 10 lots and 30' for 3 lots and a variance request from Sec. 540(a) to not require a 5' sidewalk along a local street.		
ZONING/ADJACENT LAND USE:			
North	NR-3: Single-family Residential		
South	NC-1: Vacant Commercial Building		
West	NR-1: Single-family Residential		
East	NR-3: Single-family Residential		
MEETING INFORMATION:			
Planning & Zoning Commission:	07/15/2025 – 7:00 P.M		
Mayor & City Council Work Session:	07/29/2025 – 7:00 P.M.		
Mayor & City Council Public Hearing:	08/07/2025 – 7:00 P.M.		

RECOMMENDATION:

Staff recommends **DENIAL** of both variance request.

The Planning and Zoning Board recommended **APPROVAL** of the variance from Sec. 305 to reduce the minimum lot widths and **DENIAL** of the variance request from Sec. 540(a) to not require a 5' sidewalk along a local street with conditions.

BACKGROUND:

On November 7, 2024, the City Council approved a rezoning from NR-1 to NR-3 for 911, 917, 929, and 935 Mell Avenue. Four (4) of the five (5) lots are currently vacant, undeveloped lots and the remaining lot at 929 Mell Avenue would require a demolition of an existing single-family home.

905 Mell Avenue is zoned NC-1 and would require a rezoning to NR-3 before the development could be built.

The applicant is requesting to reduce the minimum lot width from 50' to 36' for 10 of the lots and 30' for three (3) of the lots. The applicant is stating that the shape of the property is the hardship for the proposed development. The existing lots are 200' deep, which is larger than most of the residential lots in the city.

The applicant is requesting to not install a 5-foot sidewalk along a local street. There are not any sidewalks along Mell Avenue and the applicant is stating that it would be an unnecessary hardship to require them to install the sidewalks.

The proposed development is in compliance with the zoning code except for the request variances.

	Required	Proposed
Max. FAR	0.4	~0.27
Lot Coverage	50%	~35%
Building Height	35'	25'
Lot Size	5,000 sq. ft.	6,000 sq. ft. & 7,200 sq. ft.
Front Setback	15'	15'+
Side Setback	5'	5'+
Rear Setback	15'	100'+

The applicant has stated that the request for lot width reduction is an effort to keep the development in line with the existing single-family neighborhood. The Planning and Zoning Boards decision was based on public comments that all supported the lot width reduction and being in line with the existing development along Mell Avenue.

These properties total approximately 2.07 acres (89,986 sq. ft.) and in the NR-3 zoning district based on the Floor Area Ratio (FAR) requirement of 0.4, they could potentially construction 22 townhomes at 1,600 square feet per unit or 18 townhomes at 2,000 square feet per unit. These numbers would need to be verified by engineered plans but these numbers reflect the maximum density based on the lot area.

Analysis: Pursuant to Article II of the City of Clarkston Zoning Ordinance, Staff has reviewed the conditional use permit request in accordance with the required review criteria.

- 1. Would the conditional use be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood?**

There are not any extraordinary nor exceptional conditions to the particular property in question due to its size, shape, or topography. The lot lengths are deeper than most lots in the city but they would not be considered extraordinary or exceptional.

- 2. Such conditions are peculiar to the particular piece of property?**

These conditions are not peculiar to this particular piece of property, as all properties along Mell Avenue and all similarly zoned properties throughout the city would be subject to the same regulations.

- 3. Such actions are not the result of the actions of the owner.**

The lot width reduction is the result of the property owner wanting more lots to be developed. The sidewalks not being installed along Mell Avenue is not a direct result of the owner.

- 4. A literal interpretation of the provisions of this ordinance would create an unnecessary hardship.**

A literal interpretation of the city's zoning ordinance would not create an unnecessary hardship on the property.

5. Relief, if granted, would not cause substantial detriment to the public good nor impair the purposes or intent of the zoning ordinance.

It is not anticipated that the proposed use would cause detriment to the public good. However, this request does not fall within the intent of the zoning ordinance but these properties could be used for higher density townhomes. These properties abut high density residential (NR-3) zoned lots and commercially zoned lots so a higher density may be appropriate here.

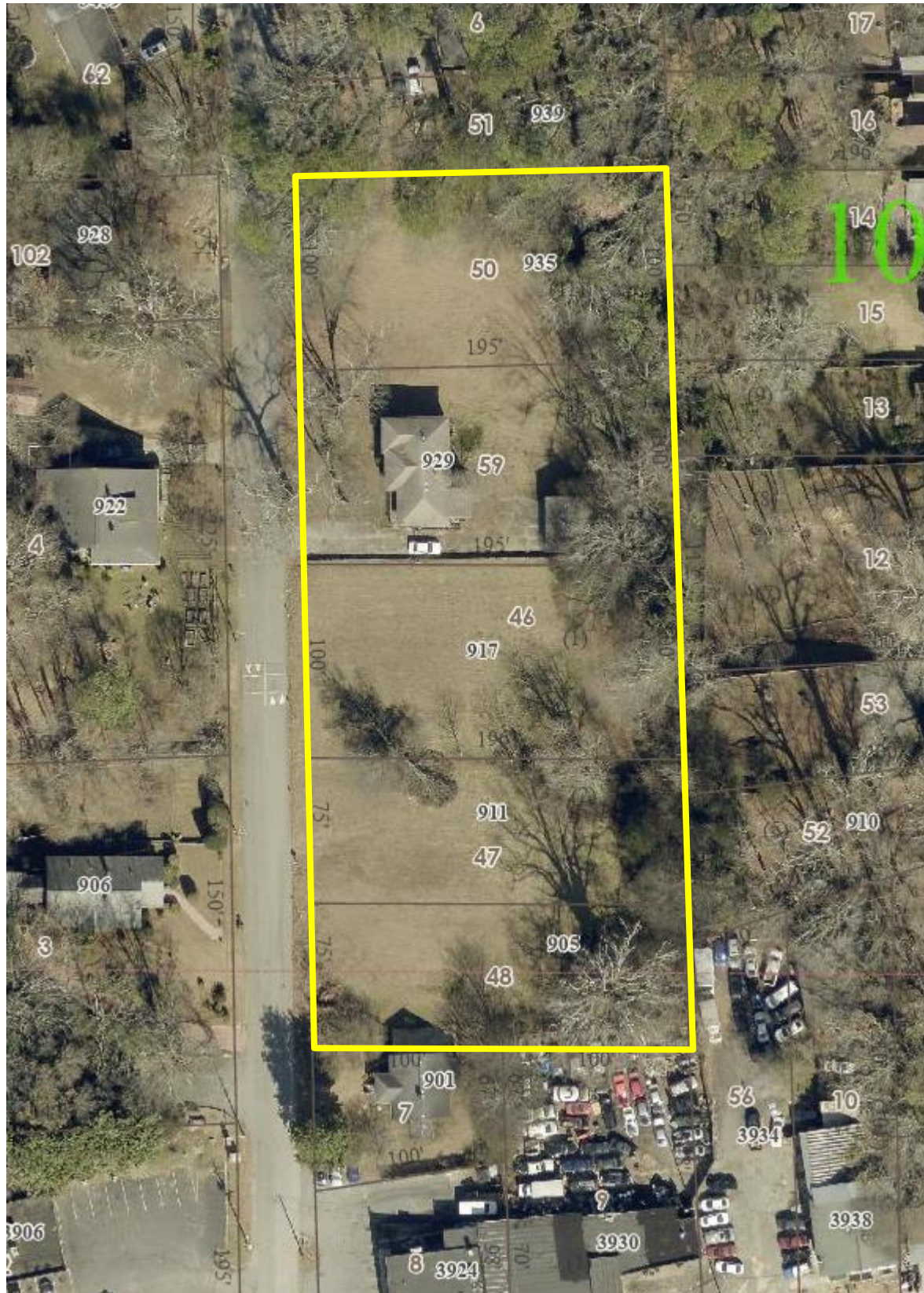
Recommendation:

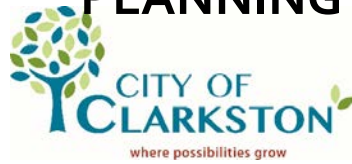
Pursuant to Article II of the City of Clarkston Zoning Ordinance, Staff has reviewed the request in accordance with the required review criteria and recommends **DENIAL** of both variance request.

The Planning and Zoning Board recommended **APPROVAL** of the variance request from Sec. 305 to reduce the minimum lot widths from 50' to 36' feet for 10 lots and 30' for 30 lots. Further, the Planning and Zoning Board recommended **DENIAL** of the variance request from Sec. 540(a) to not require a 5' sidewalk along a local street with the following conditions:

1. The development shall be substantially in compliance with the site plan dated April 10, 2025.
2. The development shall be substantially in compliance with the architectural elevations Newberry Plan dated November 11, 2024 and Rosement Plan dated August 8.
3. A rezoning to NR-3 and a variance from Sec. 305 to reduce the minimum lot widths shall be obtained for 905 Mell Avenue by the applicant prior to any development of these parcels.

Aerial of the site





CITY of CLARKSTON

PLANNING AND DEVELOPMENT DEPARTMENT

VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

This page must be completed by the Applicant. Please see Applicant Instructions for full requirements.

SUBMITTAL CHECKLIST

Your application must include the following items, or it will not be considered complete:

- ☒ Plan(s) to scale demonstrating variance requested
- ☒ Survey
- ☒ Property Deed
- ☒ Recorded Plat of Property (seven (7) copies)
- ☒ Campaign Contribution Disclosure Form
- ☒ Filing Fee (payable to The City of Clarkston)

FOR OFFICE USE/DETERMINATION

Review determination and fee: Review fee (payable to *The City of Clarkston*) depends on type of review(s). (See Fee Schedule):

_____ Variance _____ (Fee)
Please indicate if this is an Administrative Variance

APPLICANT INFORMATION

Megha Ramani Joshi Altair Homes ATL LLC
Applicant Name Company
404-247-7727
Primary Phone # Alternate Phone # Fax #
hello@altairdevelopments.com
Email Address

PROJECT SUMMARY

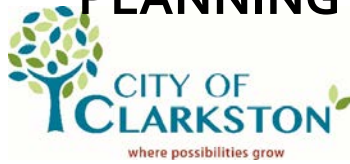
Clarkston Row
Name of Project

Detailed Description of Variance. Include: Variance needed (code section, square footage or other dimension); Proposed use(s) and square footage of floor area for each use; and written explanation of hardship involved with need for variance (see checklist).

Minimum Lot Width reduced from 50' to 25'

Remove sidewalk requirements to have no sidewalk

Driveway width to be reduced to 12' wide driveway



CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

Remove Minimum front porch requirements to 0 and allow a stoop 4 X 3
stoop.

Total Number of Parcels Involved:	<u>5</u>	Total Project Area (acre/sf):	<u>2.066</u>	Total Disturbed Area:	<u> </u>
Total Number of Buildings:	<u>13</u>	Total Estimated Construction Cost:	<u>\$3,300,000</u>		

☒ Project Submittal Checklist and all documents, plans, written analysis, and fees required therein accompany this application form.

I hereby certify that all information provided herein and in the accompanying documents is true and correct.

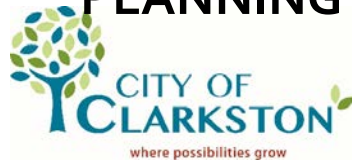
5/8/2025

Applicant Signature

Date

☐ Property Owner

☐ Owner's Agent



CITY of CLARKSTON

PLANNING AND DEVELOPMENT DEPARTMENT

VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

PROPERTY INFORMATION/OWNER AUTHORIZATION

If more than one parcel is the subject of review, owner-applicant shall complete information for each parcel on additional page attachments; authorized agent-applicants must complete this page for EACH parcel.

PARCEL (PROPERTY) INFORMATION

905, 911, 917, 929, 935 Mell Ave	Clarkston GA	30021	
Property Address/Location	Suite/Apt. #	City, State	Zip Code
1809710048, 1809710047, 1809710046, 1809710059, 1809710050	2.066		
Parcel ID/Property Tax Identification Number	Total Acreage		
Vacant land, one parcel has a house	NR3		
Present Use(s)	Present Zoning (Official Zoning Map)		
Single Family Detached Home (under NR3)			
Proposed Use(s)			

☒ Indicate here if there are more than one subject parcels (attach information accordingly)

Legal description includes: Or: ☒ Indicate here that an exhibit identifying property location is attached.

Jolly Station Subdivision	4,5,6,7,8,9,10,11,12	
Subdivision Name	Lot #	Block #

PROPERTY OWNER

Altair Homes ATL LLC	Altair Developments LLC		
Owner (Person, Firm, Corporation, or Agency)	Company Name		
1984 Howell Mill Rd.	Unit 19973	Atlanta GA	30325
Mailing Address	Suite/Apt. #	City, State	Zip Code
4042477727	hello@altairdevelopments.com		
Primary Phone #	Fax #	Email Address	

PROPERTY OWNER'S AGENT (If applicable; must match applicant contact information on page #1)

Tracy Minich			
Name and Company (Owner's Agent or Attorney)			
Mailing Address	Suite/Apt. #	City, State	Zip Code
404-312-1078		tminich@bellsouth.net	
Primary Phone #	Fax #	Email Address #	

AUTHORIZATION FOR AGENT (If applicable)

Owner Signature	Date
Print Name	

Subscribed and sworn before me this _____

NOTARY SEAL

Altair Developments
1984 Howell Mill Rd. Unit 19973
Atlanta GA 30325
hello@altairdevelopments.com
404-247-7727

Date: May 20th 2025

To:

City of Clarkston Planning & Zoning Department
1055 Rowland Street
Clarkston, GA 30021

Re: Letter of Intent – Proposed 13-Home Residential Development on 2 Acres 911 Mell Ave

To Whom It May Concern,

We are writing to formally express our intent to develop a thoughtfully planned 13-home residential neighborhood on approximately two (2) acres within the City of Clarkston. As a Georgia-based company committed to building **attainable, high-quality homes**, Altair Developments is proud to be contributing to the ongoing growth and revitalization of this vibrant and diverse community.

We recognize the growing need for affordable and attainable housing across the country, particularly in metro-Atlanta communities like Clarkston. Our goal is to help address this by delivering **beautifully designed, energy-efficient single-family homes** that feature **10-foot ceilings, upgraded finishes, quartz countertops, two-car garages (many with EV charging capability)**, and **spray foam insulation for long-term energy savings**—all while remaining within reach for today’s families and first-time buyers. These homes are designed to be both aspirational and accessible, helping close the gap between quality and affordability.

Clarkston’s diversity, walkability, and unique culture make it an ideal location for families looking to grow and plant roots. We are excited about the opportunity to help **strengthen the city’s residential offerings** and work collaboratively with Clarkston’s leadership to make this project a long-term asset to the community.

As part of our application, we are requesting several variances necessary to fit 13 homes on this uniquely sized and shaped parcel. Below are the variances and accompanying **hardship justifications**:

Variance Requests & Hardships

1. Minimum Lot Width Reduction

- **Request:** Reduce required lot width from 50' to **36' for 10 lots** and **30' for 3 lots**.
- **Hardship:** The parcel's depth and shape, coupled with the 2-acre constraint, limit the number of compliant lots without compromising the economic and community viability of the project. A traditional 50' width would significantly reduce the number of homes we can build, thereby making it financially infeasible to provide homes at the intended price point. These narrower lots are designed with deeper setbacks and landscaping to preserve privacy and space, while meeting the spirit of the zoning ordinance. **We are building 13 homes in order to offer new construction single-family homes in the low \$400,000s—a price point that is currently unavailable in Clarkston but in high demand among first-time and middle-income buyers.**

2. Sidewalk Requirement Removal

- **Request:** Waive the requirement for sidewalks within the private interior of the development.
- **Hardship:** The site plan is designed as a private drive development with minimal traffic and includes ample green space for safe pedestrian movement. Installing sidewalks would create unnecessary impervious surface, increase costs, and reduce usable yard space for homeowners. Additionally, sidewalk infrastructure would disrupt the balance between affordability and quality, forcing us to reduce other home upgrades that contribute to long-term value.

○

Our Vision for Clarkston

We view this project as more than a residential development—it is an opportunity to help **expand housing opportunities** in one of metro Atlanta’s most culturally rich and accessible neighborhoods. Clarkston’s walkability, diversity, and proximity to the Beltline, Stone Mountain Trail, and East Atlanta make it an ideal home for first-time buyers and families. We are also excited about the city’s growing investment in infrastructure and recreation.

Altair Residential is committed to delivering homes that are **attainable, sustainable, and beautifully crafted**. We believe this development aligns with Clarkston’s long-term goals and values. The requested variances are critical to making this project feasible without compromising the character, livability, or quality of the homes.

Thank you for considering our request. We look forward to working closely with the City of Clarkston to bring this thoughtful, much-needed neighborhood to life.

Sincerely,

Megha Ramani Joshi

Managing Partner

Altair Homes ATL LLC

Altair Developements

Symbols & Abbreviations

- IRON PIN FOUND

● IRON PIN SET

■ P.K. NAIL FOUND

□ P.K. NAIL SET

⊗ FND X MARK / SCRIBE

× SET X MARK / SCRIBE

▲ R.R. SPIKE FOUND

△ R.R. SPIKE SET

⊕ BENCHMARK

▬ CONC. R/W MARKER

(R) RECORD DATA

(M) MEASURED DATA

(C) CALCULATED DATA

R/W RIGHT OF WAY

BSL BLDG SETBACK LINE

RCP REINFORCED CONC PIPE

CMP CORRUGATED METAL PIPE

PVC PLASTIC PIPE

MTL METAL

L/S LANDSCAPING

🌳 TREE

⚡ EXCEPTIONS

IPS IRON PIN SET

RBF REBAR FOUND

CTP CRIMP TOP PIPE

OTP OPEN TOP PIPE

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

T.B.M. TEMPORARY BENCH MARK

PP POWERPOLE

⚡ GUY WIRE

☀ LIGHT POLE

🚲 STREET LIGHT POLE

⚡ ELEC. TRANSFORMER

🌬 AIR CONDITIONER

— BE —BURIED ELECTRIC

— OHE —OVERHEAD ELECTRIC

— UGE —UNDERGROUND ELECTRIC

Ⓜ ELEC. MANHOLE

Ⓜ ELEC. METER

— W — WATER LINE

Ⓜ WATER MANHOLE

Ⓜ WATER VALVE

Ⓜ WATER METER

🔥 FIRE HYDRANT

Ⓜ BACK FLOW PREVENTOR

Ⓜ GAS VALVE

Ⓜ GAS METER

Ⓜ GAS MANHOLE

Ⓜ GAS LINE

Ⓜ BORE HOLE

Ⓜ MONITORING WELL

Ⓜ MAIL BOX

Ⓜ UNKNOWN MANHOLE

Ⓜ POWER BOX

— FENCE LINE

SW SIDEWALK

TV TRAVERSE POINT

Ⓜ PIPE LINE A

— SS — SANITARY SEWER PIPING

Ⓜ SEWER MANHOLE

Ⓜ CLEAN OUT

— SD — STORM DRAIN PIPING

Ⓜ STORM DRAIN MANHOLE

Ⓜ STORM INLET

Ⓜ CURB INLET

Ⓜ DROP INLET

Ⓜ PAY PHONE

Ⓜ TELEPHONE BOX

Ⓜ TELEPHONE MANHOLE

Ⓜ TELEPHONE POLE

— UGT — UNDERGROUND TELEPHONE LINE

O/H T OVERHEAD TELEPHONE LINE

— C — CABLE TELEVISION LINE

O/H C OVERHEAD CABLE

Ⓜ CABLE BOX

Ⓜ TRAFFIC POLES

Ⓜ TRAFFIC SIGNAL

Ⓜ TRAFFIC MANHOLE

Ⓜ TRAFFIC SIGNAL BOX

Ⓜ STOP SIGN

Ⓜ SIGN

Ⓜ BOLLARD

BC/BOC BACK OF CURB

EP EDGE OF PAVEMENT

EC EDGE OF CONCRETE

Ⓜ PROPERTY LINE

Ⓜ DRAINAGE EASEMENT

Ⓜ LANDSCAPE EASEMENT

Ⓜ SANITARY SEWER ESMT

Field Observation Notes

1. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS CLASSIFIED AS A "BOUNDARY SURVEY". AND COMPLETED ON 06/11/2018 UTILIZING A TOPCON GS ROBOTIC TOTAL STATION AND/OR A TOPCON HIPER V GPS NETWORK RTK (REAL TIME KINEMATIC) ROVER, CORRECTED IN REAL-TIME VIA THE eGPS GPS NETWORK.

2. THE FIELD DATA UPON WHICH THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED EXCEEDS THE 95% CONFIDENCE LEVEL AND EXCEEDS THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL ACCURACY, AS SET FORTH BY THE ALTA/NSPS STANDARDS, SPECIFICATION AND REQUIREMENTS OF 0.07+50 PPM.

3. THE FIELD CLOSURE UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 58,950 FEET, AND WAS NOT ADJUSTED.

4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS13089C0086J, CONTAINING A LATEST DATE OF 05/16/2013. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THE SITE ON SAID FIRM (FEDERAL INSURANCE RATE MAP) MAP UNLESS OTHERWISE NOTED.

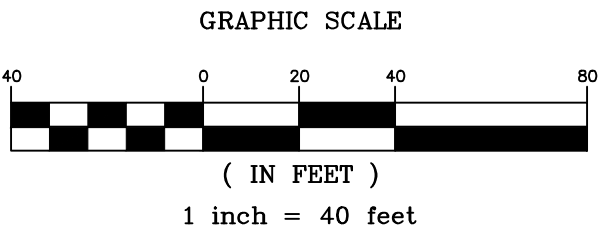
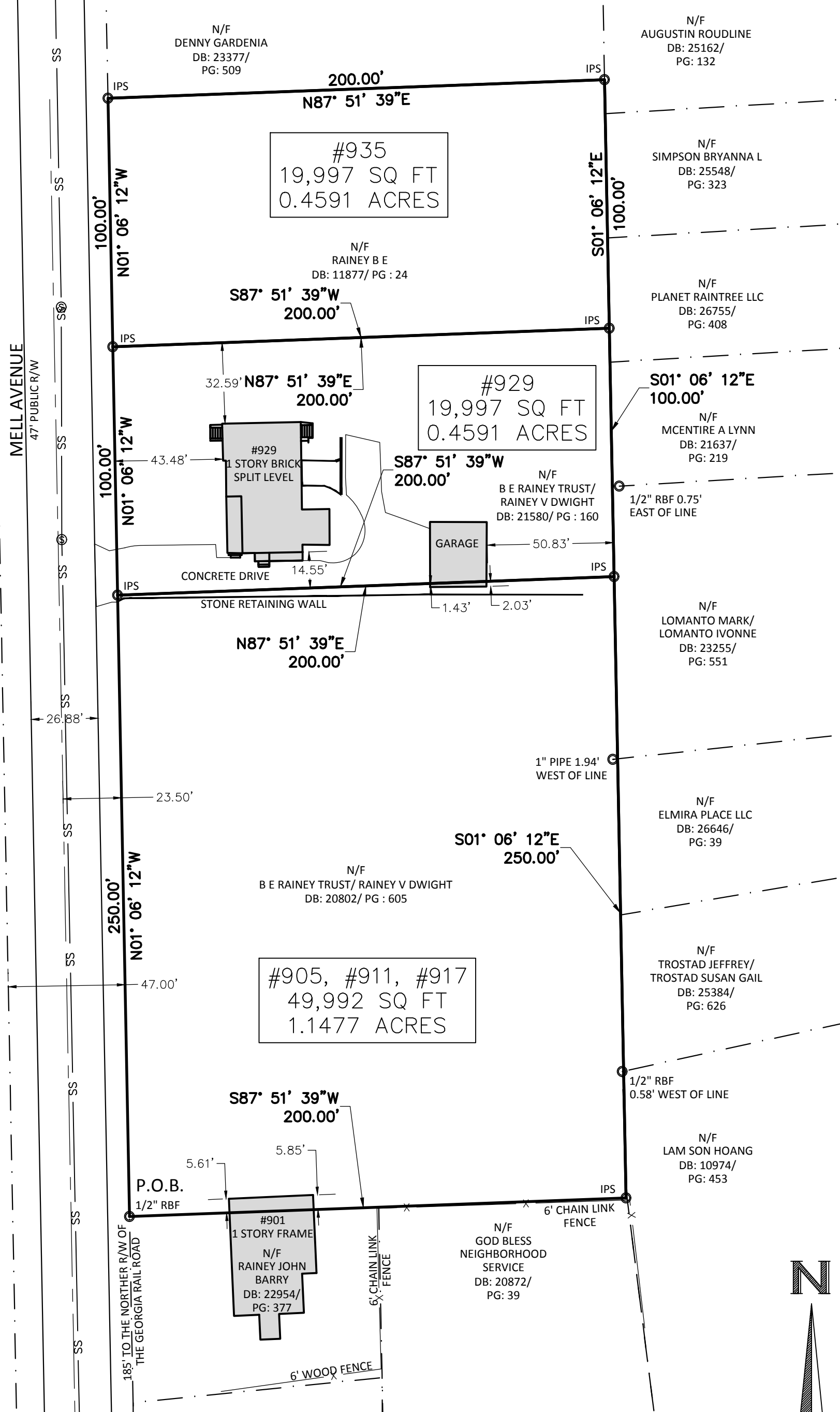
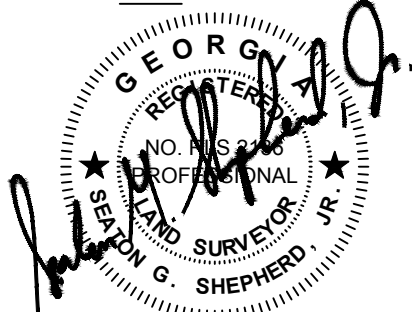
Map or Plat Certification

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.

Furthermore, the undersigned surveyor certifies that :
IN MY OPINION, THIS DRAWING WAS PREPARED IN CONFORMITY WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. 15-6-67.

PRESENTED BEFORE ME THIS 25 DAY OF JUNE IN THE YEAR OF 2018.

Seaton G. Shepherd, Jr.
SEATON G. SHEPHERD, JR., GA RLS No. 2136



Map or Plat Closure Statement & Notes

1. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 600,050 FEET.

2. ALL DISTANCES SHOWN HEREIN ARE HORIZONTAL, GROUND DISTANCES.

3. UNLESS OTHERWISE NOTED ON THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED, ALL PROPERTY CORNERS IDENTIFIED AS SET, ARE SET WITH A 1/2"REBAR (#4-REBAR) BEARING A PLASTIC CAP STAMPED WITH THE SURVEYORS REGISTRATION / LICENSE NUMBER.

4. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A HORIZONTAL DATUM OF GEORGIA STATE PLANES, WEST ZONE NAD83.

5. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSON(S) OR ENTITY NAMED WITHIN TITLE BLOCK AND/OR SURVEYORS CERTIFICATION. SURVEYOR MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION SHOWN HEREIN, EXTENDED BEYOND THOSE NAMED DIRECTLY.

6. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. ITEMS PERTAINING TO TITLE SUCH AS EASEMENTS, ZONING, ZONING CONDITIONS AND OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD HOWEVER MAY NOT BE SHOWN OR DEPICTED HEREIN.

Utility Notes

1. THE UTILITIES SHOWN HEREIN ARE BASED ON VISIBLE OBSERVATIONS

2. THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND OR ABOVE GROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. UNDERGROUND UTILITIES OBSERVED OR LOCATED MAY EXIST ON THIS SITE THAT ARE NOT SHOWN OR DEPICTED, AND MAY BE FOUND UPON FURTHER EXAMINATION OR EXCAVATION. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN OR DEPICTED ARE IN THE EXACT LOCATION AS INDICATED HOWEVER THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE AND TO THE BEST OF THE SURVEYORS ABILITY.

3. AT VARIOUS SANITARY OR STORM SEWER STRUCTURES SHOWN HEREIN, THERE MAY BE ADDITIONAL LINES (PUBLIC OR PRIVATE) ENTERING OR EXISTING THE STRUCTURE THAT MAY NOT BE IDENTIFIED.



1-800-282-7411
Know what's below.
Call before you dig.

Parcel Area Table		
	Area (SQ FT)	Area (ACRES)
#905, #911, #917	49992	1.1477
#929	19997	0.4591
#935	19997	0.4591
TOTAL AREA	89985	2.0658

N
BASIS OF HORIZONTAL DATUM
GEORGIA STATE PLANE –
WEST ZONE (NAD83)

DATE OF PRINT/PDF:		
No. #	DATE / BY	DESCRIPTION
No. 1	6/25/18 - MRS	FINAL SURVEY

Survey For Denise Rainey Orr and B. Dwight Rainey,
Trustees of the B.E. Rainey Trust
#905, #911, #917, #929, & #935 Mell Avenue, Clarkston, GA 30021
Lots: 4, 5, 6, 7, 8, 9, 10, 11, 12 of the Jolly Station Subdivision,
Plat Book 2 Page 78
Land Lot(s) 97 & 66 of the 18 Land District
DeKalb County

Sheet / Drawing Scale 1" = 40'
Unless Otherwise Noted GSA Project No. 18-05-470
Drawn By / Field Crew Crew No. 1 MRS 6/11/2018
Sheet No. 01 OF 01



SURVEYOR’S CERTIFICATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.

FURTHERMORE, THE UNDERSIGNED SURVEYOR CERTIFIES THAT :
IN MY OPINION, THIS DRAWING WAS PREPARED IN CONFORMITY WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. 15–6–67.

PRESENTED BEFORE ME THIS 25 DAY OF JUNE IN THE YEAR OF 2018.

SEATON G. SHEPHERD, JR., GA RLS No. 2136

FIELD OBSERVATION NOTES:

1. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS CLASSIFIED AS A "BOUNDARY SURVEY". AND COMPLETED ON 06/11/2018 UTILIZING A TOPCON GS ROBOTIC TOTAL STATION AND/OR A TOPCON HIPER V GPS NETWORK RTK (REAL TIME KINEMETIC) ROVER, CORRECTED IN REAL-TIME VIA THE eGPS GPS NETWORK.

2. THE FIELD DATA UPON WHICH THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED EXCEEDS THE 95% CONFIDENCE LEVEL AND EXCEEDS THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL ACCURACY, AS SET FORTH BY THE ALTA/NSPS STANDARDS, SPECIFICATION AND REQUIREMENTS OF 0.07+50 PPM.

3. THE FIELD CLOSURE UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 58,950 FEET, AND WAS NOT ADJUSTED.

4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS13089C0086J, CONTAINING A LATEST DATE OF 05/16/2013. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THE SITE ON SAID FIRM (FEDERAL INSURANCE RATE MAP) MAP UNLESS OTHERWISE NOTED.

- * L E G E N D *
- NOTE: ALL ITEMS IN THIS LEGEND MAY NOT APPEAR ON THIS PLAT.
- AKA ALSO KNOWN AS

APD AS PER DEED

APP AS PER PLAT

BSL BUILDING (SETBACK) LINE

CP COMPUTED POINT

CTP CRIMP TOP PIPE FOUND

OTP OPEN TOP PIPE FOUND

D DEED (BOOK/PAGE)

DW DRIVEWAY

EP EDGE OF PAVEMENT

FFE FINISH FLOOR ELEVATION

FKA FORMERLY KNOWN AS

IPF IRON PIN FOUND

L ARC LENGTH

LL LAND LOT

LLL LAND LOT LINE

N NEIGHBOR'S

N/F NOW OR FORMERLY

NAIL NAIL FOUND

P PLAT (BOOK/PAGE)

POB POINT OF BEGINNING

POC POINT OF COMMENCEMENT

R RADIUS LENGTH

R/W RIGHT-OF-WAY

RBF REINFORCING BAR FOUND

(1/2" UNO)

RBS 1/2" REINFORCING BAR SET

SW SIDEWALK

SSE SANITARY SEWER EASEMENT

SSCO SANITARY SEWER CLEANOUT

SSMH SANITARY SEWER MANHOLE

-X- FENCE LINE

CB CATCH BASIN

SWCB STORM WATER CATCH BASIN

WALL

PROPERTY ADDRESS:
905, 911, 917, 929,& 935
MELL AVENUE,
CLARKSTON, GA 30021

LAND AREA:
89,985 SF
2.066 AC

IMPERVIOUS AREA:
929-EXIST= 5203 SF=26.2%

PLAT PREPARED FOR:

905, 911, 917, 929,& 935
MELL AVENUE

LOT 4,5,6,7,8,9,10,11,12
JOLLY STATION SUBDIVISION

LAND LOT 97 & 66 18th DISTRICT
DeKALB COUNTY, GEORGIA

CITY OF



FIELD DATE: 04–XX–2025 XX
DRAWN DATE: 04–10–2025 AE

REFERENCE: PLAT BOOK 2, PAGE 78
REFERENCE: DEED BOOK XXXXX, PAGE XXX

ALL MATTERS OF TITLE ARE
EXCEPTED, NOT TO BE RECORDED
NOR USED TO CONVEY PROPERTY.


THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 10,000+ FEET, AN ANGULAR ERROR OF +/-1 SECOND PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALC-
ULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 30,000+ FEET. AN ELECTRONIC TOTAL STATION WAS
USED IN THE PREPARATION OF THIS PLAT. NO STATE PLANE MONUMENT FOUND WITHIN 500' OF THIS PROPERTY.

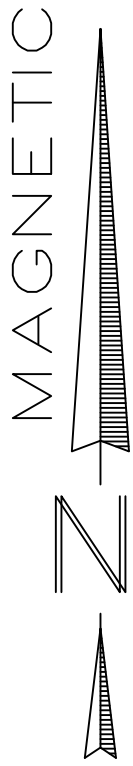
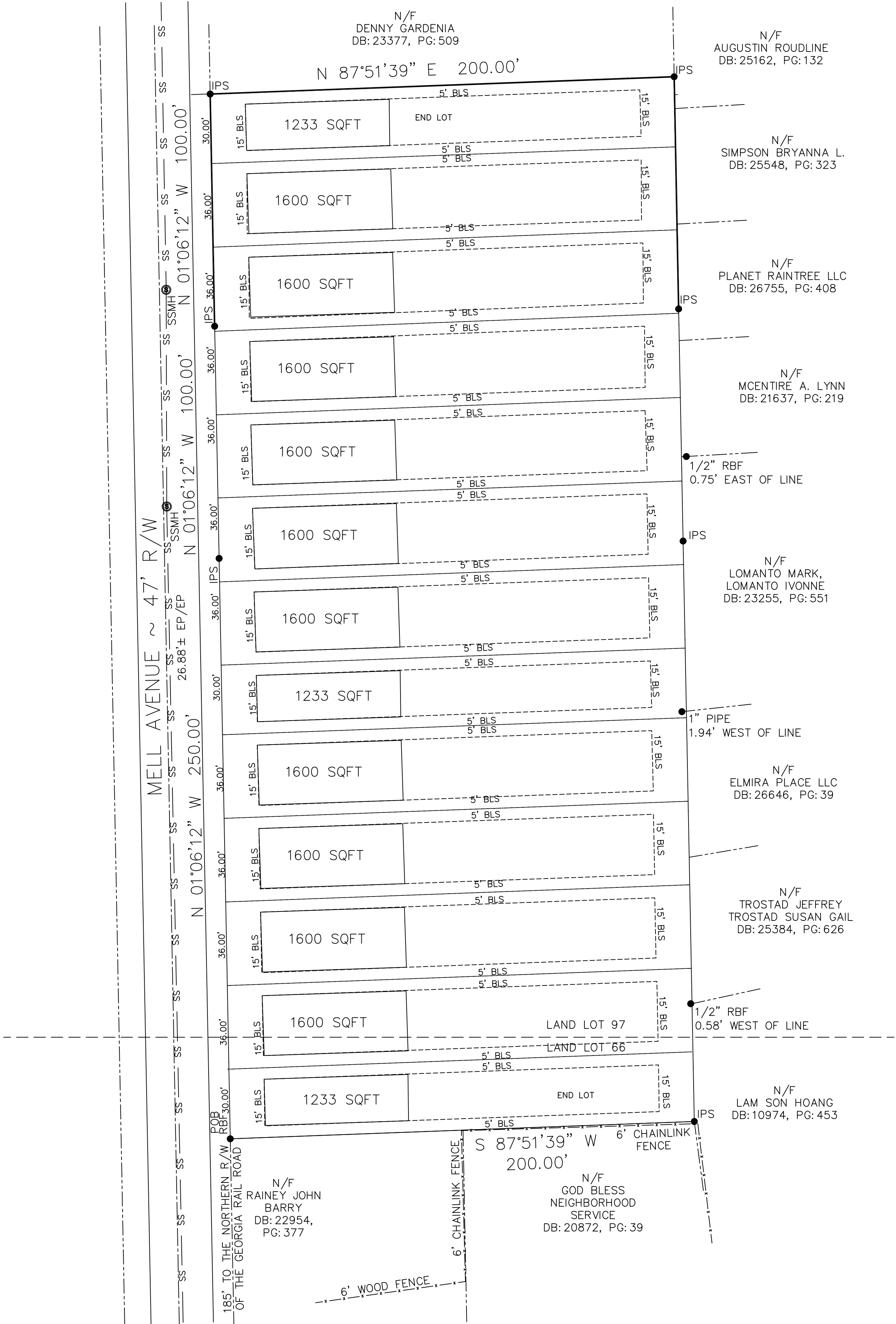
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA
AS SET FORTH IN CHAPTER 180–7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15–6–67.



SURVEY SYSTEMS ATLANTA
860 LAKE DR. SW, SNELLVILLE, GA 30039
COA #LSF000867, JOBORDERS@SURVEYSATLANTA.COM
CELL 678–591–6064 ~ OFFICE 404–760–0010

0 30
SCALE: 1" = 30'





MAP OR PLAT CLOSURE STATEMENT & NOTES:

1.THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 600,050 FEET.

2. ALL DISTANCES SHOWN HEREIN ARE HORIZONTAL, GROUND DISTANCES.

3. UNLESS OTHERWISE NOTED ON THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED, ALL PROPERTY CORNERS IDENTIFIED AS SET, ARE SET WITH A 1/2"REBAR (#4–REBAR) BEARING A PLASTIC CAP STAMPED WITH THE SURVEYORS REGISTRATION / LICENSE NUMBER.

4. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A HORIZONTAL DATUM OF GEORGIA STATE PLANES, WEST ZONE NAD83.

5. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSON(S) OR ENTITY NAMED WITHIN TITLE BLOCK AND/OR SURVEYORS CERTIFICATION. SURVEYOR MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION SHOWN HEREIN, EXTENDED BEYOND THOSE NAMED DIRECTLY.

6. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. ITEMS PERTAINING TO TITLE SUCH AS EASEMENTS, ZONING, ZONING CONDITIONS AND OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD HOWEVER MAY NOT BE SHOWN OR DEPICTED HEREIN.

UTILITY NOTES:

1. THE UTILITIES SHOWN HEREIN ARE BASED ON VISIBLE OBSERVATIONS

2. THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND OR ABOVE GROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. UNDERGROUND UTILITIES OBSERVED OR LOCATED MAY EXIST ON THIS SITE THAT ARE NOT SHOWN OR DEPICTED, AND MAY BE FOUND UPON FURTHER EXAMINATION OR EXCAVATION. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN OR DEPICTED ARE IN THE EXACT LOCATION AS INDICATED HOWEVER THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE AND TO THE BEST OF THE SURVEYORS ABILITY.

3. AT VARIOUS SANITARY OR STORM SEWER STRUCTURES SHOWN HEREIN, THERE MAY BE ADDITIONAL LINES (PUBLIC OR PRIVATE) ENTERING OR EXISTING THE STRUCTURE THAT MAY NOT BE IDENTIFIED

#929 IMPERVIOUS (IN SQUARE FEET)	
HOUSE	1616
CONC . DW	2597
CONC . SW	165
PORCH	160
STEPS	67
GARAGE	556
RAMP	46
WALL	42
TOTAL IMPERVIOUS	5249

GENERAL NOTES

This plan was designed and drafted BY Advanced House Plans to meet average conditions and codes in the State of Nebraska at the time it was designed. Because codes and requirements can change and may vary from jurisdiction to jurisdiction, AHP cannot warrant compliance with any specific code or regulation. Consult your local building official to determine the suitability of these plans for your specific site and application. This plan can be adapted to your local building codes and requirements, however, it is the responsibility of the purchaser and/or builder to see that the structure is built in strict compliance with all governing municipal codes (city, county, state and federal). The purchaser and/or builder of this plan releases the designer from any claims or lawsuits that may arise during the construction of this structure or anytime thereafter.

* If the contractor or sub-contractor, in the course of their work finds any discrepancies between the plan and the physical conditions of the site or structure, or any errors in the plans or specifications, it shall be their responsibility to immediately inform AHP, who will promptly verify and if necessary correct the working drawings. Any work done after such discovery will be done at the contractor's expense.

* Only the purchaser of this plan has permission to build this plan. The purchaser is given permission to reproduce the drawings only as required for such construction. The purchaser also has permission to modify this plan. No permission is given to any party to claim copyright on the original or modified plan. The modified plans shall remain subject to the license and may not be sold, distributed or otherwise transferred without the express written consent of Advanced House Plans. Infringing upon Advanced House Plans copyright through reproduction, distribution or construction or rebuilding a design is punishable by law with fine up to \$150,000 as defined by architectural copyright laws.

DESIGN LOADS:

* Ultimate design wind speed: 115 mph, Exposure Category: B

* Seismic Design Category A

* Floor: 40 psf. live 30 psf. live 10 psf. live
15 psf. dead 10 psf. dead 5 psf. dead

* Soil bearing Capacity - 1500 psf.

* Live loads, dead loads, wind loads, snow loads, lateral loads, seismic zoning and any specialty loading conditions will need to be confirmed before construction and adjustments to plans made accordingly. See your local building officials for verification of your specific load data, zoning restrictions and site conditions.

CONCRETE AND FOUNDATIONS:

- * All foundation walls and slabs on grade shall be 3000 PSI (28-day compressive strength concrete), unless noted otherwise.
- * All interior slabs on grade shall bear on 4" compacted granular fill with 6 mil. polyethylene vapor barrier underneath.
- * Provide proper excavation and control joints as per local requirements.
- * All 36" x 36" x 18" concrete pads to have (3) #5 rods each way.
- * All 48" x 48" x 24" concrete pads to have (4) #5 rods each way.
- * Foundation walls are not to be backfilled until properly braced.
- * Verify depth of frost footings with your local codes.
- * Provide termite protection as required by HUD minimum property standards.
- * Foundation bolts must be anchored to sill plate with 5/8" bolts embedded 15" in concrete walls.
- * For window openings in conc. wall, provide #5 bars #4" o.c. (two total) 1/2" clearance from top & sides of opg. for jamb & lintel reinforcing. Extend reinforcing a minimum of 2 past opening edges.

STEEL:

- * All structural steel for beams and plates shall comply with ASTM specification A-36.
- * All structural steel for steel columns shall comply with ASTM specification A-53 Grade B or A-501.
- * All reinforcing steel for concrete shall comply with ASTM specification A-615 Grade 60.
- * Provide steel shims in all beam pockets.
- * Steel columns are to be 3" I.D. (inside diameter) unless noted otherwise.

FRAMING MEMBERS:

- * Unless noted otherwise, all framing lumber shall have the following characteristics:
F_b = 1000 psi F_v = 75 psi E = 1,400,000 psi
- * Contractor to confirm the size, spacing and stress characteristics of all framing and structural members to meet your local code requirements.
- * Wall bracing method assumed as CB-WBP. Since braced wall line spacing and braced wall panel calculations vary by location, purchaser will need to consult a local professional for specific wall bracing calculations and diagrams.
- * Hole sizes and locations in Glulam or laminated veneered lumber (L.V.L.) members are to be confirmed by a professional engineer.
- * Any structural or framing members not indicated on the plan are to be sized by contractor.
- * Double floor joists under all partition walls, unless noted otherwise.
- * All sheathing is assumed to be 3/4" thick, glued & nailed.
- * All exterior walls are dimensioned to outside of 1/2" sheathing.
- * Calculated dimensions take precedence over scaled dimensions.
- * All angled walls on floor plans are at 45 degree angle, unless otherwise noted.
- * Laterally unsupported walls 12'-0" high or higher shall be 2x6 and balloon framed unless noted otherwise.
- * Unless noted otherwise, above all openings take: (1) Load bearing and less than or equal to 3 ft.use 4x6, (2) Load bearing and more than 3 ft.use (2) 2x12 with 1/2" Plywood between. (3) Non-load bearing and less than or equal to 6 ft.use 4x6, (4) Non-load bearing and more than 6 ft.use (2) 2x12 with 1/2" Plywood between.
- * (5) All exterior openings use (2) 2x12 with 1/2" Plywood between.
- * All trusses to be engineered by truss manufacturer according to the loading indicated on this plan.
- * All exterior corners shall be braced in each direction with let-in diagonal bracing or plywood.
- * Place (1) row of 1" x 3" cross-bridging on all spans over 8'-0" and (2) row of 1" x 3" cross-bridging on all spans over 16'-0".
- * Collar ties are to be spaced 4'-0" o.c.
- * All purlins and kickers are to be 2x6's, unless noted otherwise.
- * Any hip or valley rafters over a 28'-0" span are to be Laminated Veneer Lumber (L.V.L.).

MISC. NOTES:

- * Prefabricated fireplaces and flues are to be U.L. approved and installed as per manufacturer's specifications.
- * All materials, supplies and equipment to be installed as per manufacturer's specifications and per local codes and requirements.
- * Provide proper insulation for all plumbing.
- * 1/2" water-resistant drywall around showers, tubs and whirlpools.
- * 1/2" drywall on interior walls and ceilings.
- * 5/8" type "X" fire code drywall on garage walls and ceilings.
- * When no brand is specified windows are called out by glass size only.
- * In dwelling units, where the top of the sill of an operable window opening unit is located less than 24 inches above the finished floor and greater than 12 inches above the finished grade, fall protection must comply with R312.2.
- * Window opening control devices on windows serving as a required emergency escape and rescue shall comply with ASTM F2092.
- * Windows, if not noted, are assumed to be casements.
- * Window header heights are 6'-8" unless noted otherwise.
- * Header heights are labeled to bottom of arched transoms.
- * Confirm window openings for your local egress requirements and minimum light and ventilation requirements.
- * Headroom at stairs shall have a minimum clearance of 6'-8" high.
- * Provide proper handrails at stairs per local codes.
- * The mechanical and electrical layouts are suggested only. Consult your mechanical and electrical contractors for exact specifications, locations and sizes.
- * Jog flue to rear of ridge as necessary.
- * Provide proper wiring for all electrical appliances, mechanical equipment and whirlpools per manufacturer's specifications.
- * Air conditioner locations may vary depending on restrictive covenants and codes.

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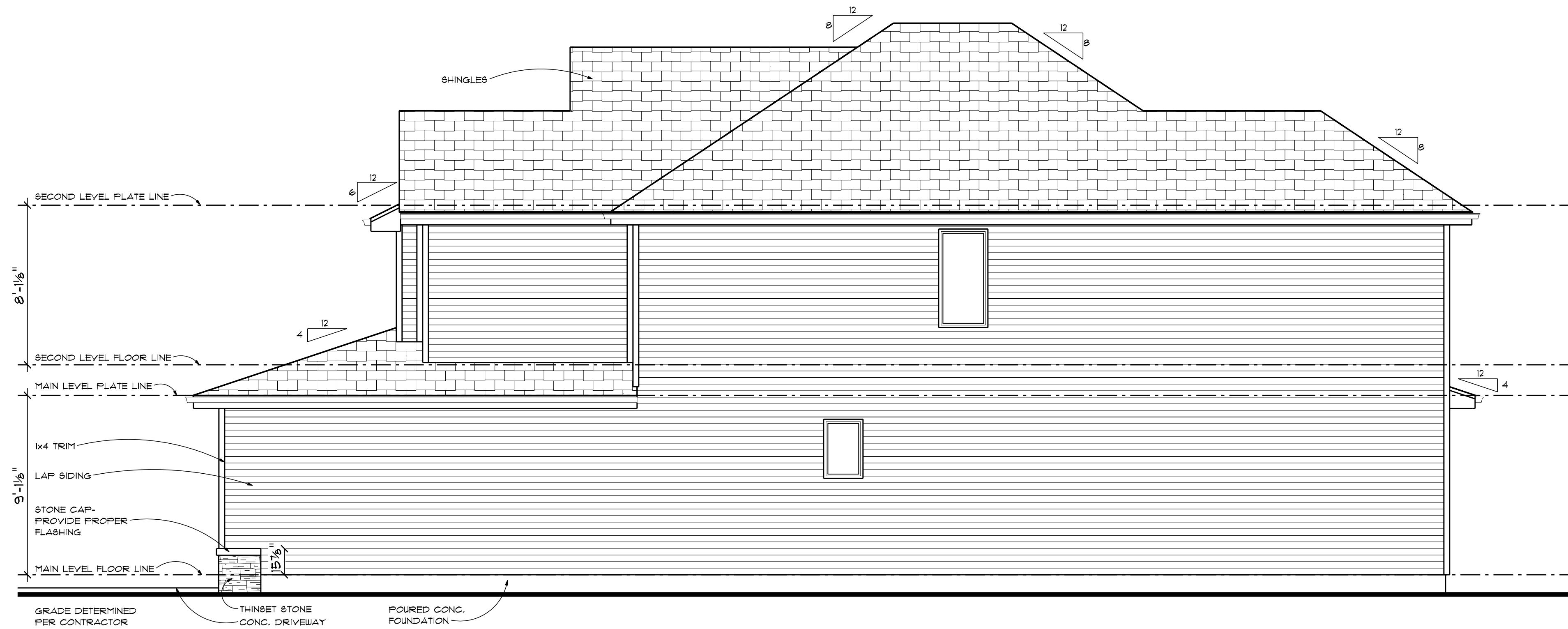
29311

SHEET
1
OF
1

20% SCALE = 3/4"=1'-0"

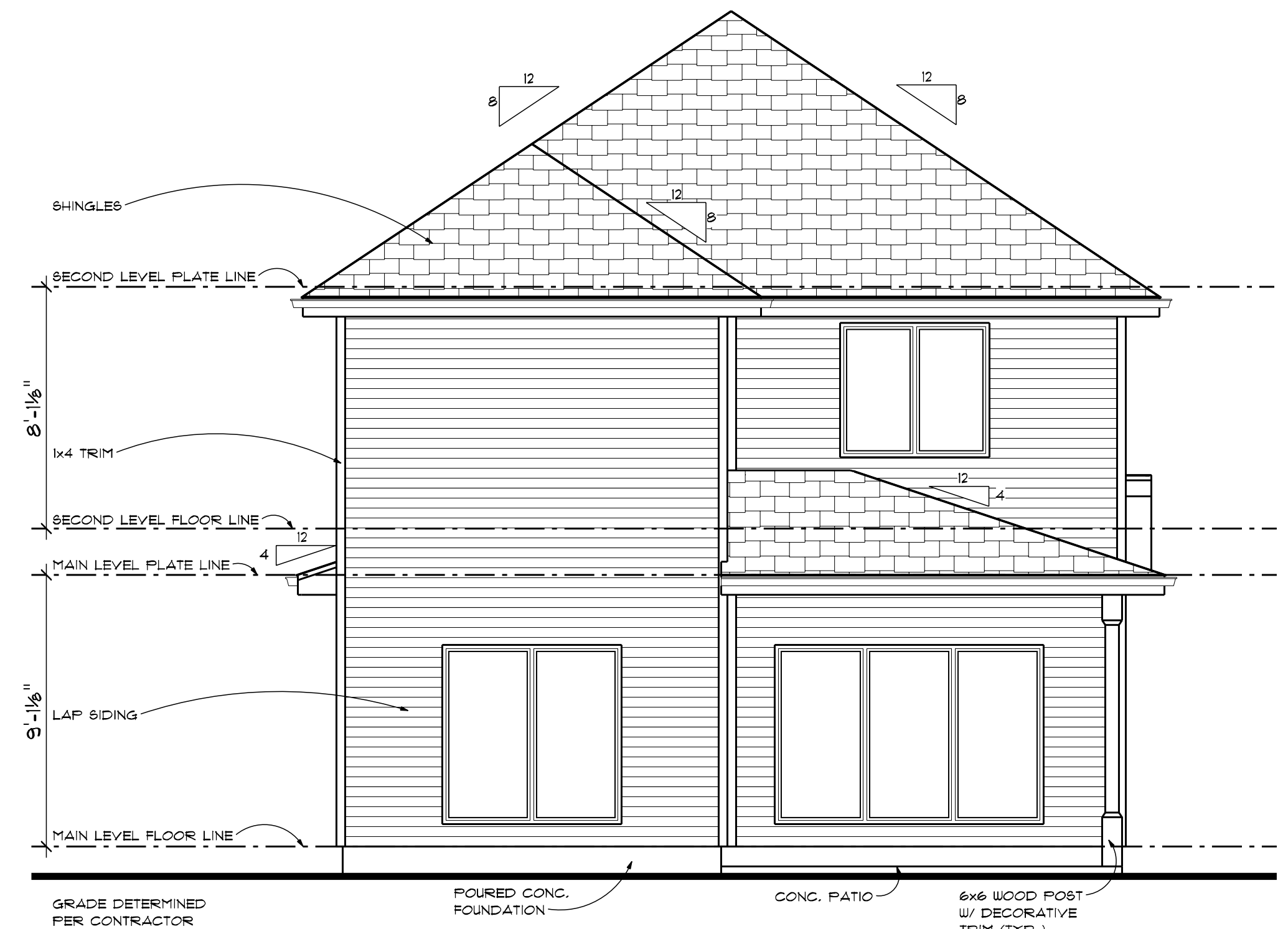
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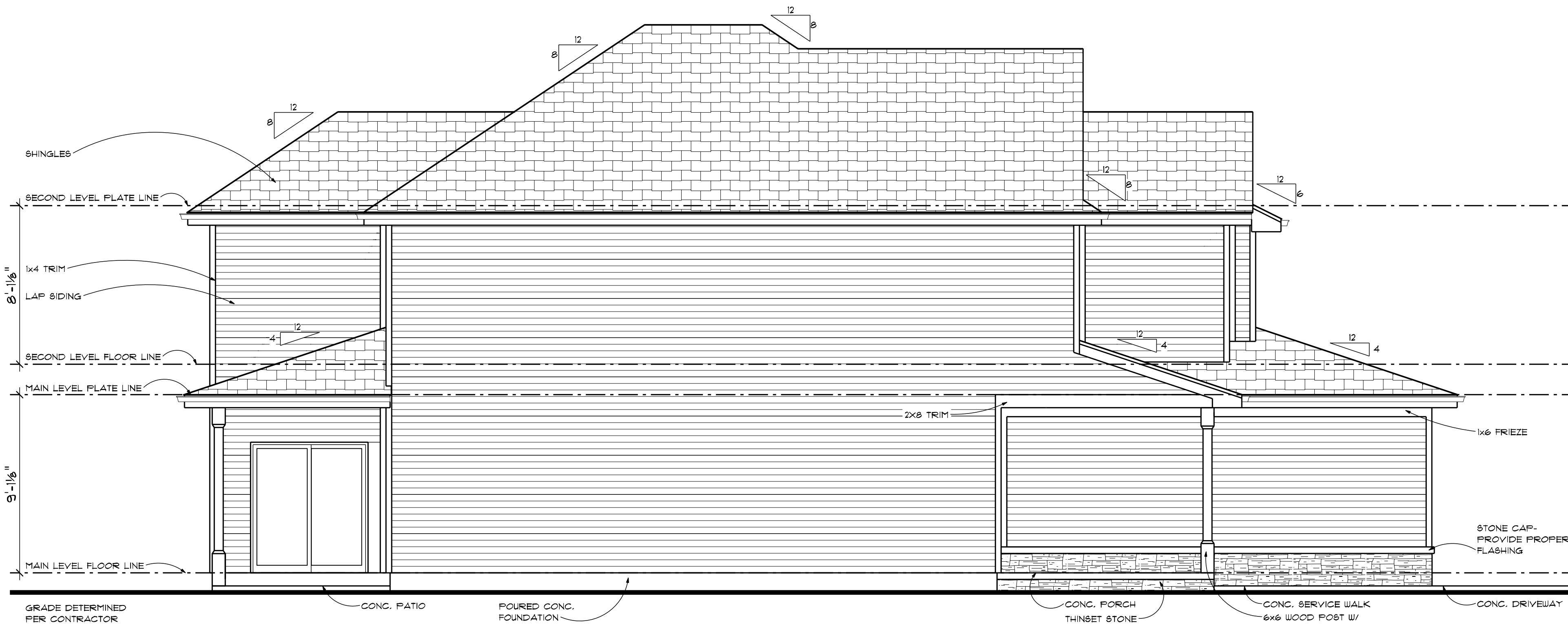
RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



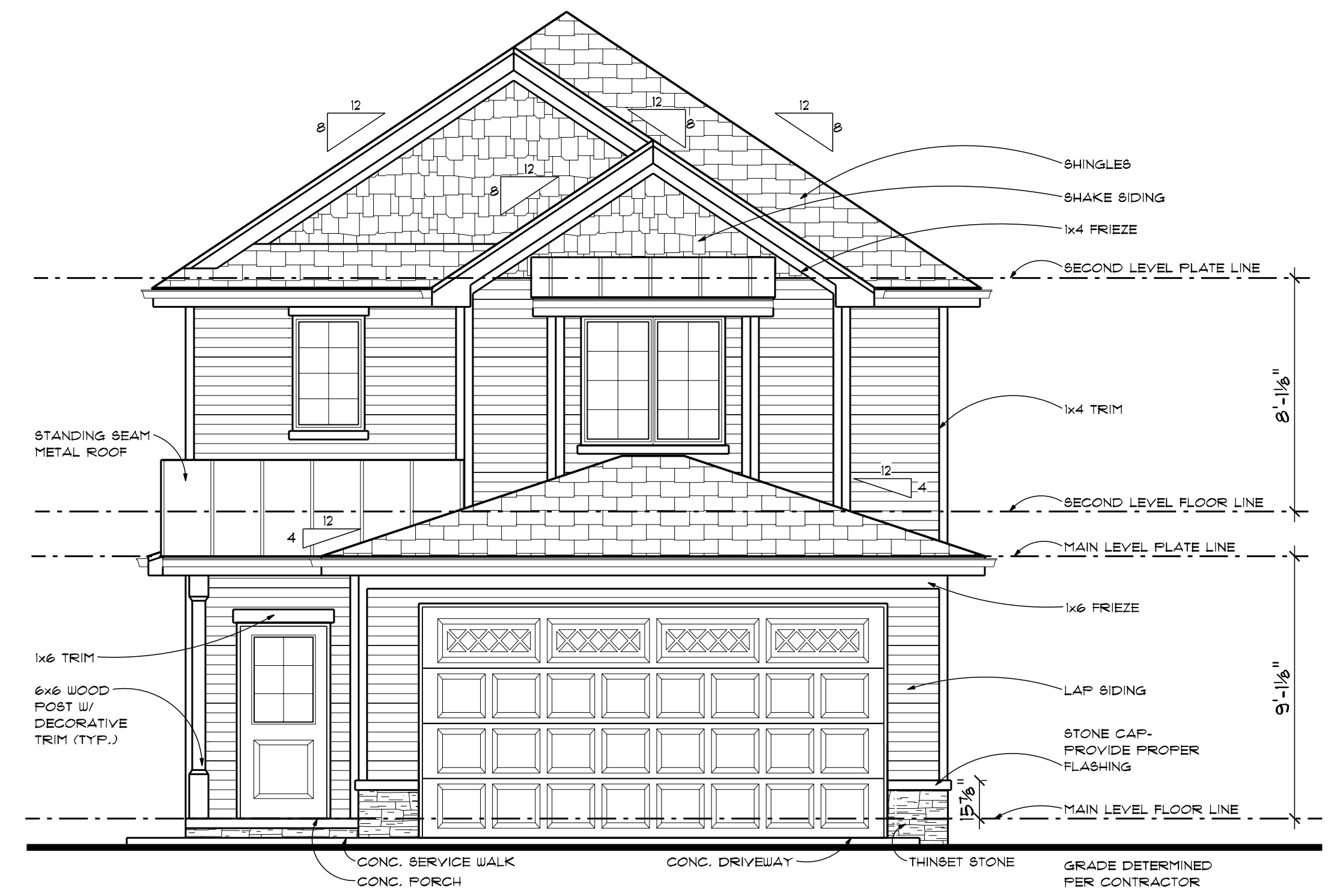
REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



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SHEET
2
OF
1

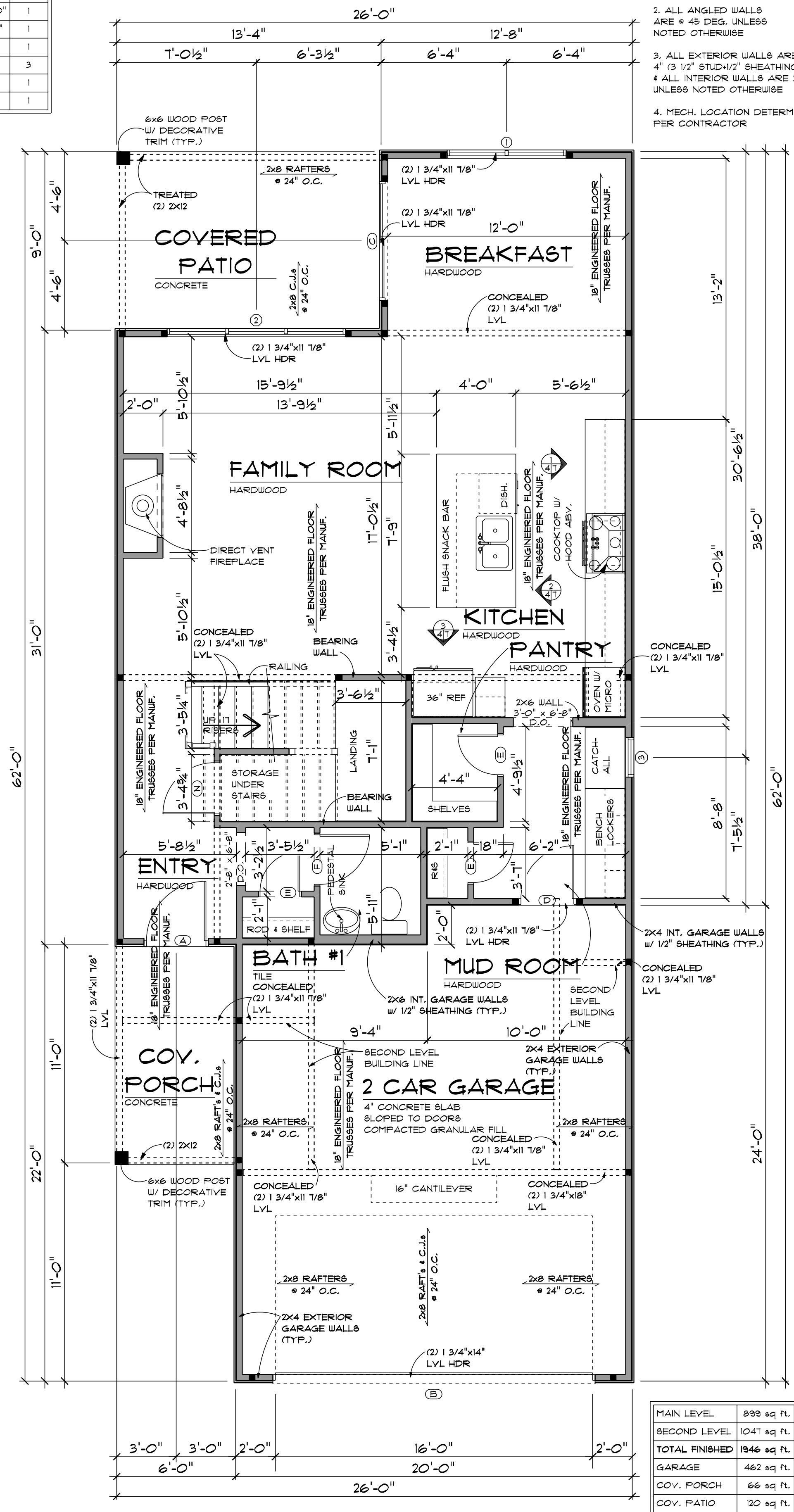
20% SCALE = 24"X36"

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Architectural floor plan of a kitchen and dining area. The plan includes the following elements and annotations:

- Top Right:** A circular feature labeled "CENTER PER CONTRACTOR".
- Top Center:** A large circular feature labeled "BRACE FOR FAN/LIGHT".
- Top Left:** A rectangular feature labeled "TO LIGHT ABOVE".
- Center:** A rectangular feature labeled "COOKTOP w/ HOOD ABOVE".
- Bottom Left:** A rectangular feature labeled "CENTER PER CONTRACTOR".
- Bottom Center:** A rectangular feature labeled "TO LIGHT ABOVE".
- Bottom Right:** A rectangular feature labeled "OPEN".
- Dimensions:** Various dimensions are noted throughout the plan, including "10'0\"/>

OPENING ID	TYPE	PRODUCT CODE	SIZE	COUNT
1	WINDOW	TX172 CASEMENT 2	6'-0" x 6'-0"	1
2	WINDOW	108X172 CASEMENT-3	9'-0" x 6'-0"	1
3	WINDOW	24X36 CASEMENT 1	2'-0" x 3'-0"	1
A	DOOR	36X80 1	3'-0" x 6'-8"	1
B	GARAGE	182X96 + 8 PANEL - 4 WINDOW	16'-0" x 8'-0"	1
C	SLIDING DOOR	TX280 SLIDING GLASS 2	6'-0" x 6'-8"	1
D	DOOR	32X80 - EXTERIOR 1	2'-8" x 6'-8"	1
E	DOOR	24X80 1	2'-0" x 6'-8"	3
F	DOOR	30X80 1	2'-6" x 6'-8"	1
N	DOOR	32X80 1	2'-8" x 6'-8"	1

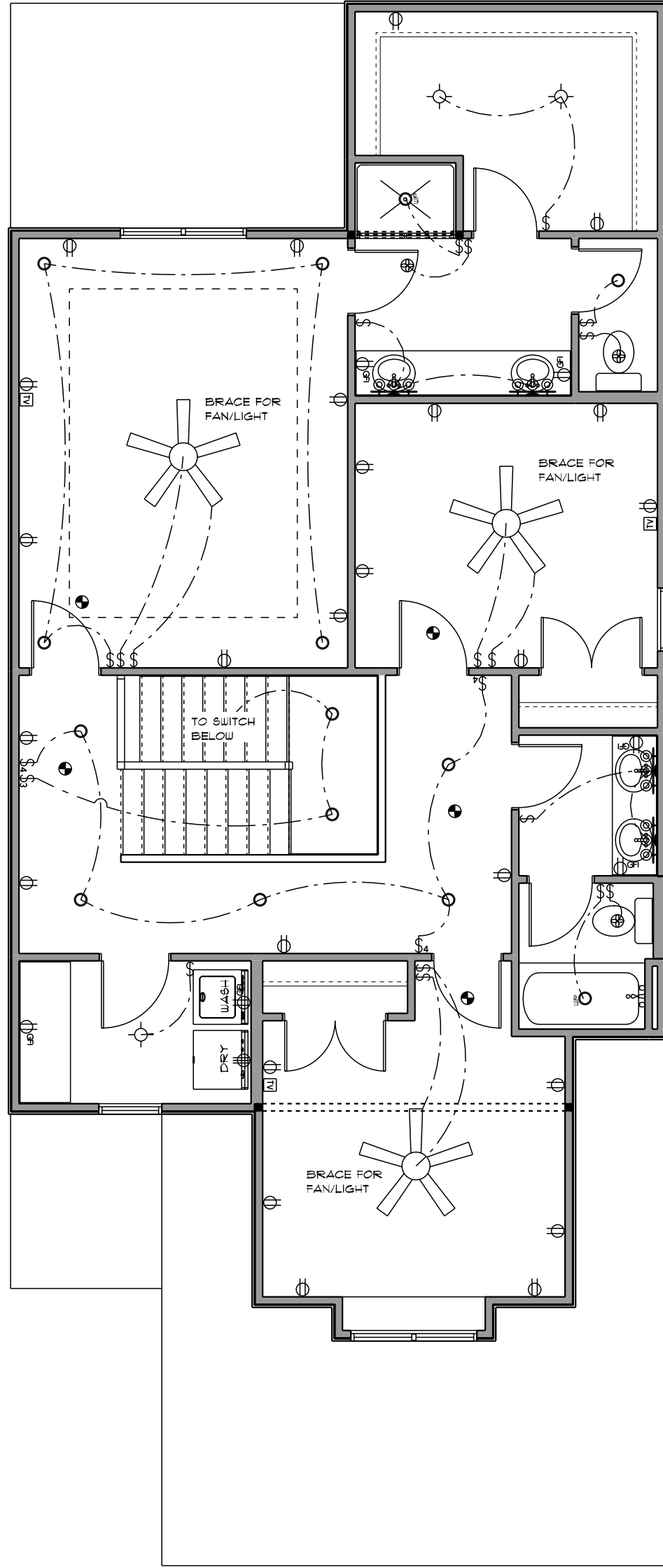


MAIN LEVEL	899 sq ft.
SECOND LEVEL	1047 sq ft.
TOTAL FINISHED	1946 sq ft.
GARAGE	462 sq ft.
COV. PORCH	66 sq ft.
COV. PATIO	120 sq ft.

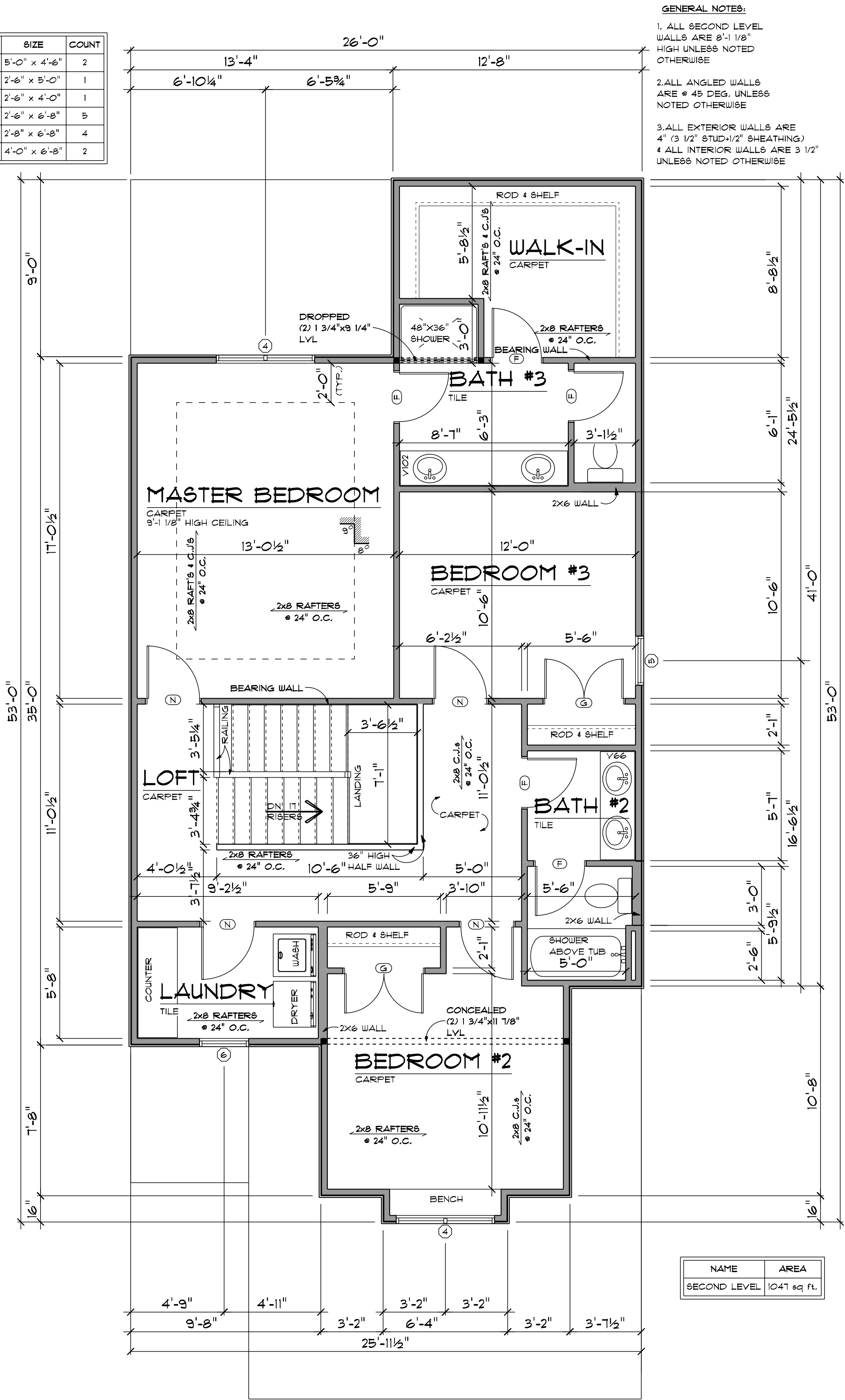
ELECTRICAL LEGEND		
ELECTRICAL	COUNT	SYMBOL
ceiling fan 5 blades C4	3	
CAN LIGHT WATERPROOF 6INCH	2	
can light 6inch	12	
ceiling tv outlet	3	
fan	3	
light	3	
outlet	25	
outlet 220v	1	
outlet gfi	6	
smoke detector	5	
switch	11	
switch 3 way	1	
switch 4 way	3	
wall mounted C3 3 lights	4	

SECOND LEVEL ELECTRICAL PLAN

SCALE: 3/16" = 1'-0"



OPENING ID	TYPE	PRODUCT CODE	SIZE	COUNT
4	WINDOW	60X84 CASEMENT 2	5'-0" x 4'-6"	2
5	WINDOW	30X60 CASEMENT 1	2'-6" x 5'-0"	1
6	WINDOW	30X48 CASEMENT 1	2'-6" x 4'-0"	1
F	DOOR	30X80 1	2'-6" x 6'-8"	5
N	DOOR	32X80 1	2'-8" x 6'-8"	4
G	DOOR	48X80 2	4'-0" x 6'-8"	2



- GENERAL NOTES:
1. ALL SECOND LEVEL WALLS ARE 8'-1 1/8" HIGH UNLESS NOTED OTHERWISE
 2. ALL ANGLED WALLS ARE 45 DEG. UNLESS NOTED OTHERWISE
 3. ALL EXTERIOR WALLS ARE 4" (3 1/2" STUD-1/2" SHEATHING)
 4. ALL INTERIOR WALLS ARE 3 1/2" UNLESS NOTED OTHERWISE

NAME	AREA
SECOND LEVEL	1047 sq. ft.

SECOND LEVEL FLOOR PLAN

SCALE: 1/4" = 1'-0"



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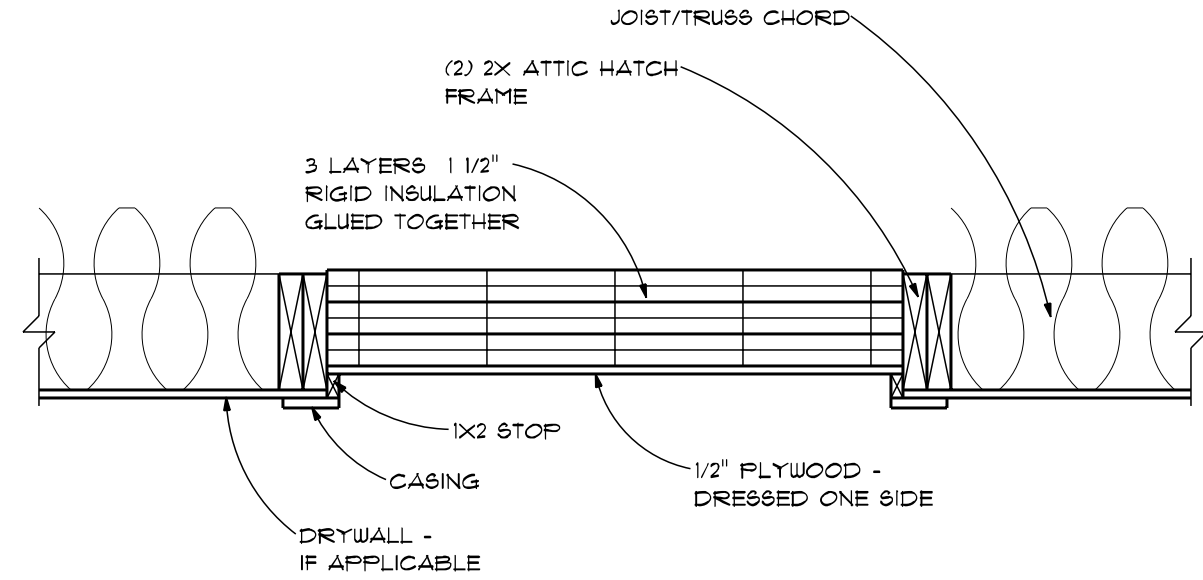
SHEET

5

1 OF 1

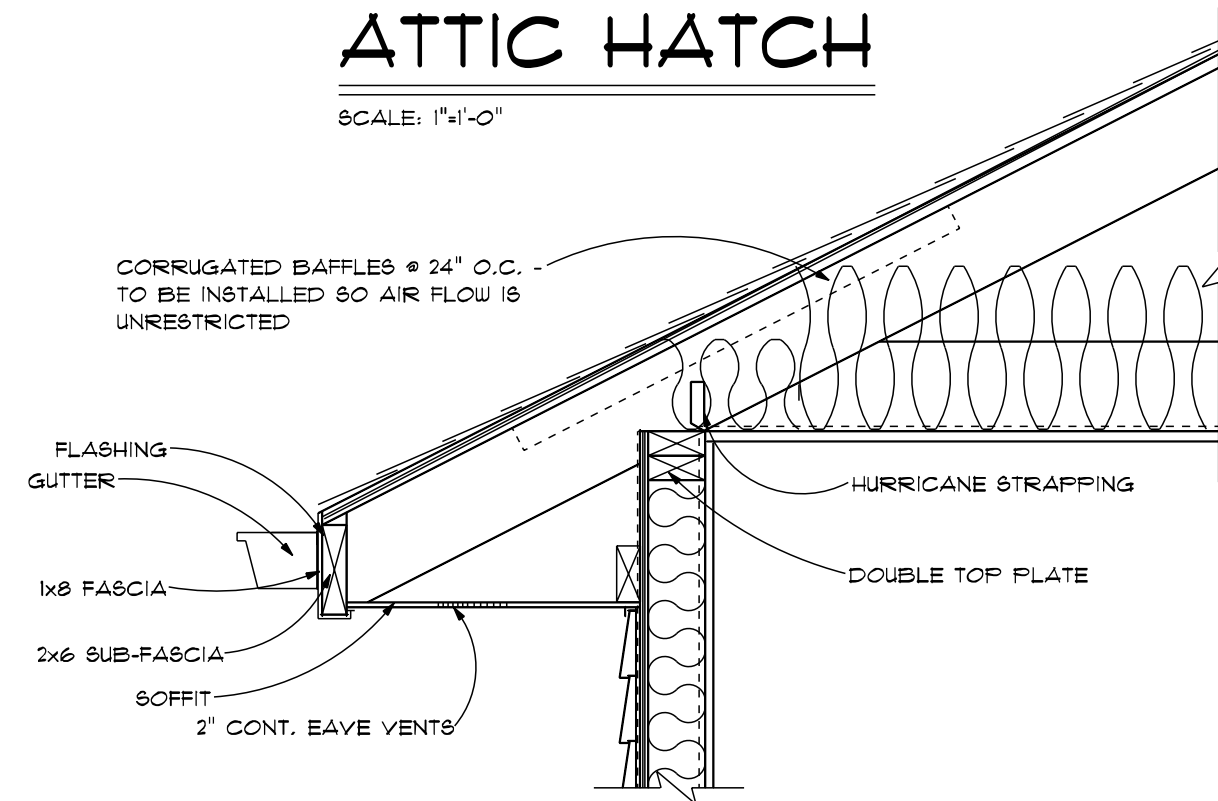
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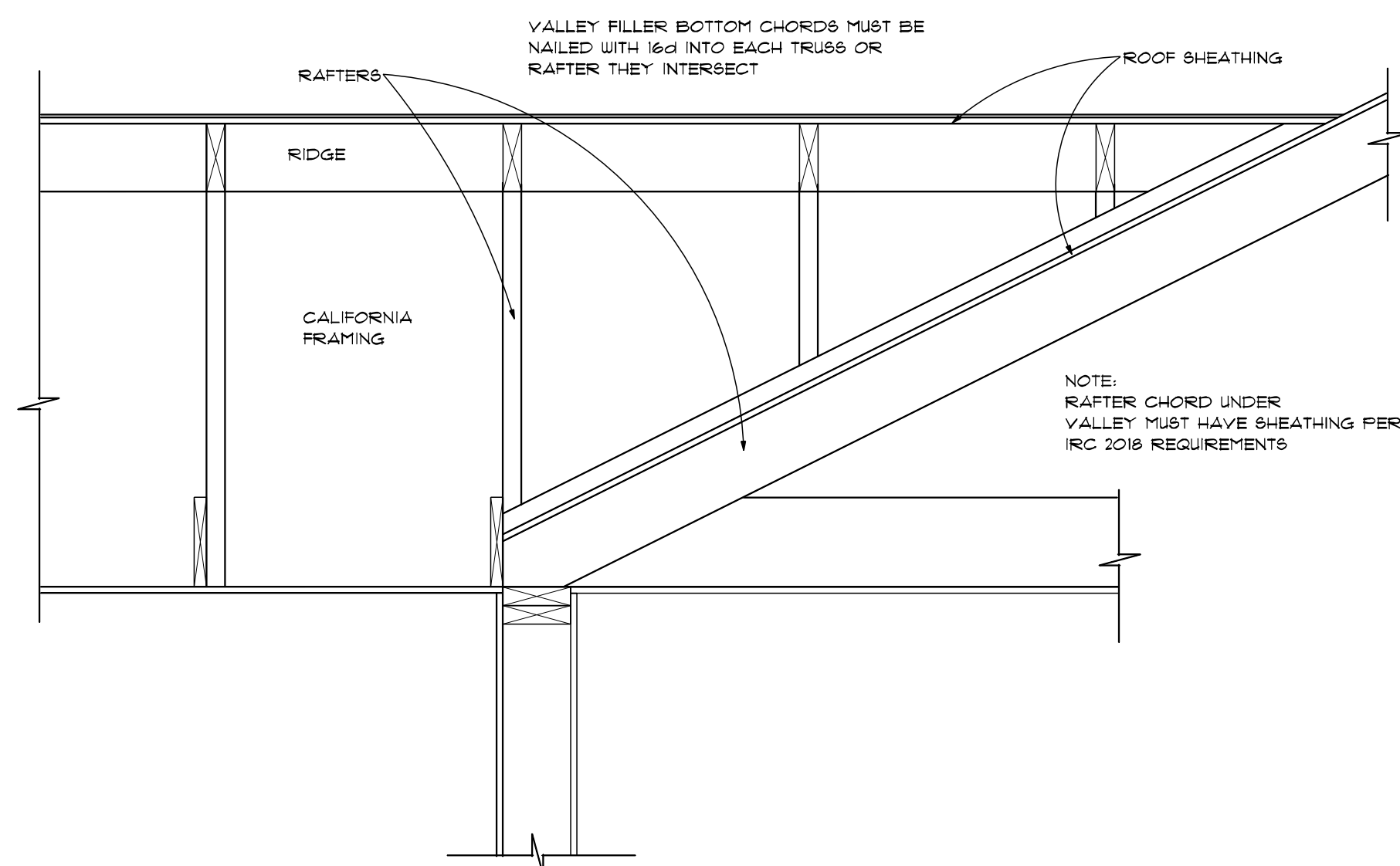
ATTIC HATCH

SCALE: 1"=1'-0"



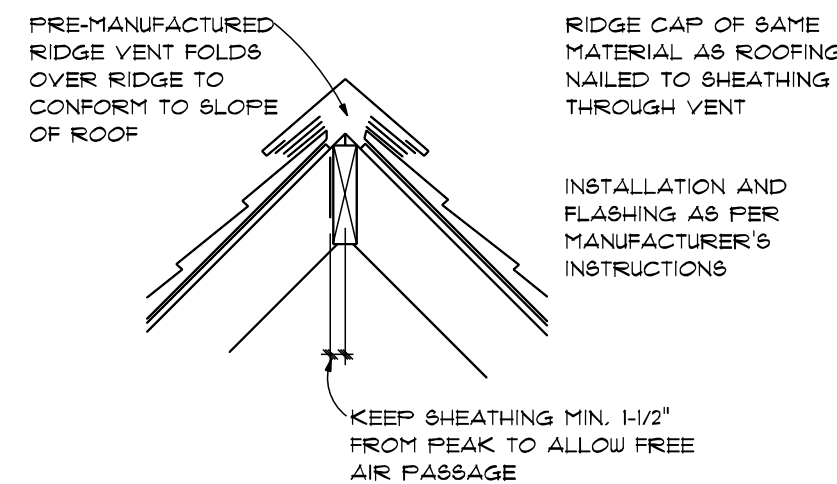
EAVE VENT

SCALE: 1"=1'-0"



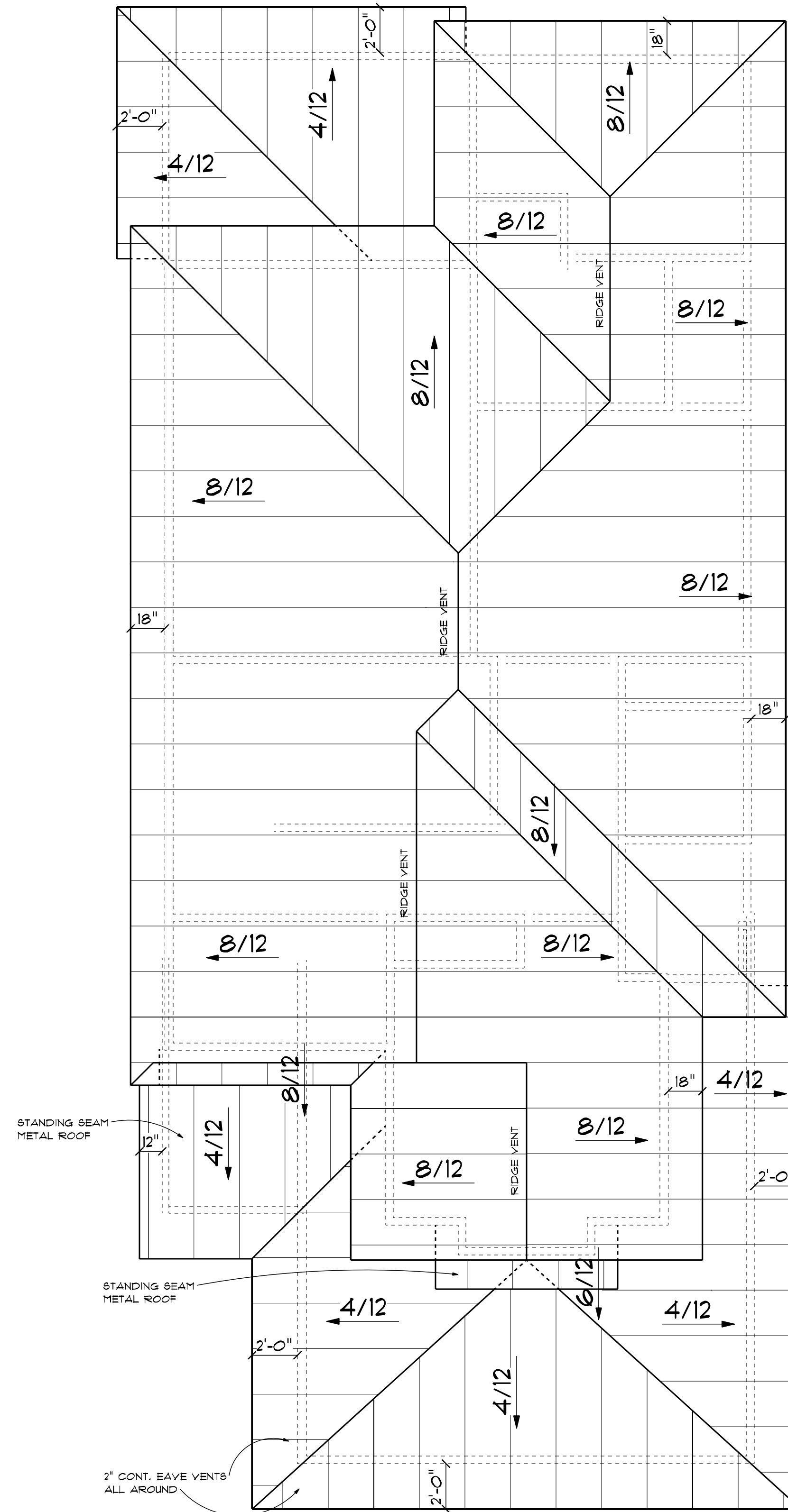
ROOF OVERFRAMING

SCALE: 1"=1'-0"



RIDGE VENT

SCALE: 1"=1'-0"



ROOF PLAN

SCALE: 1/4" = 1'-0"



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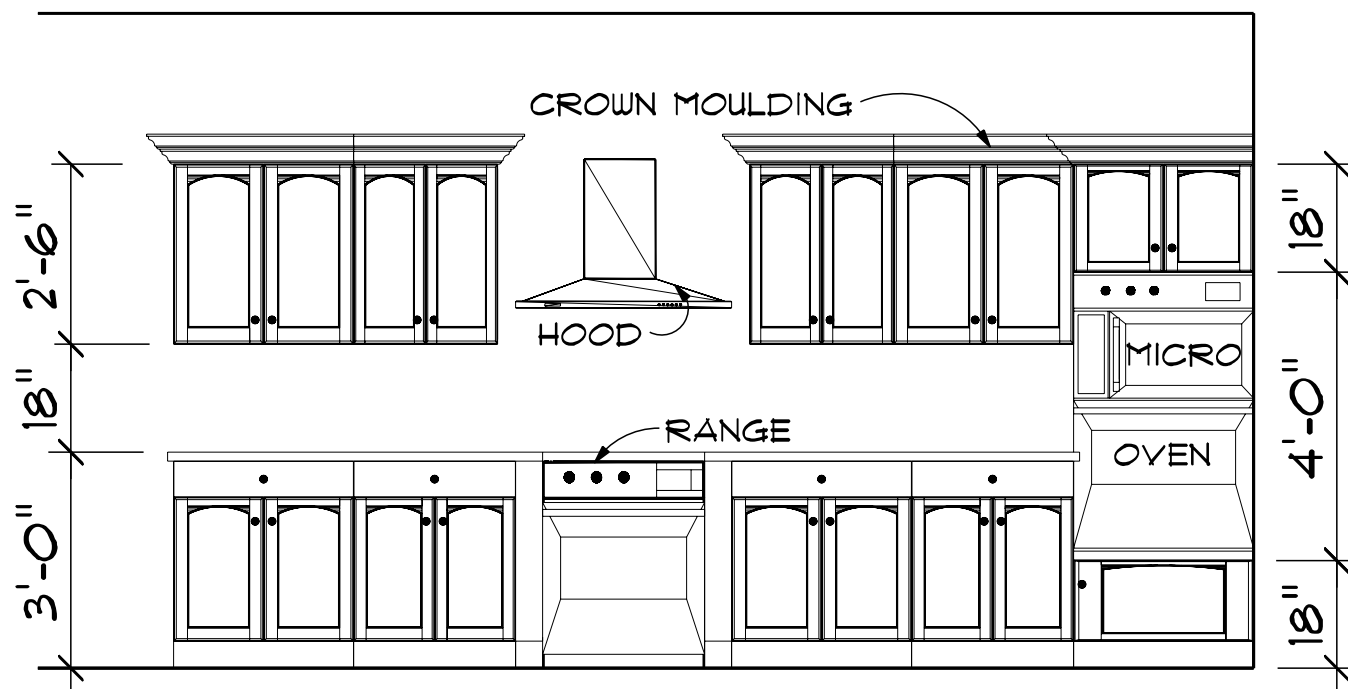
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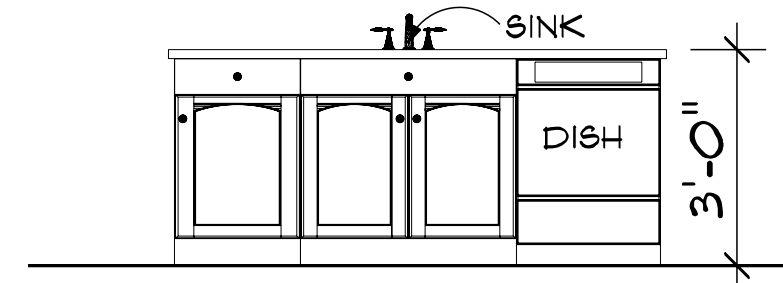
SHEET
6
1 OF 1

20% SCALE = 24"X36"

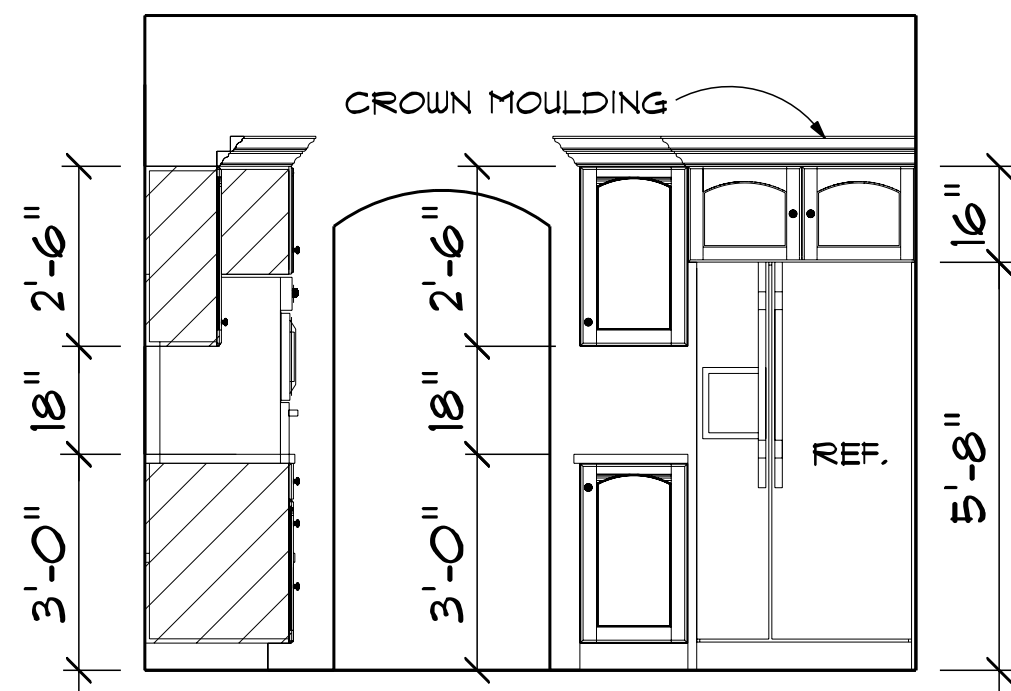
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DETAIL 1



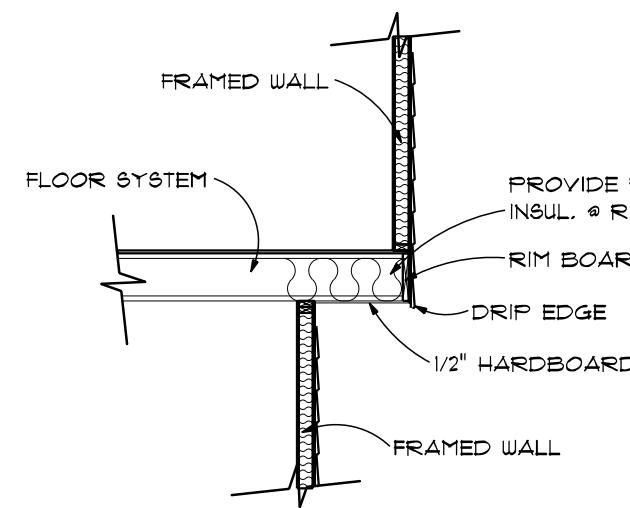
DETAIL 2



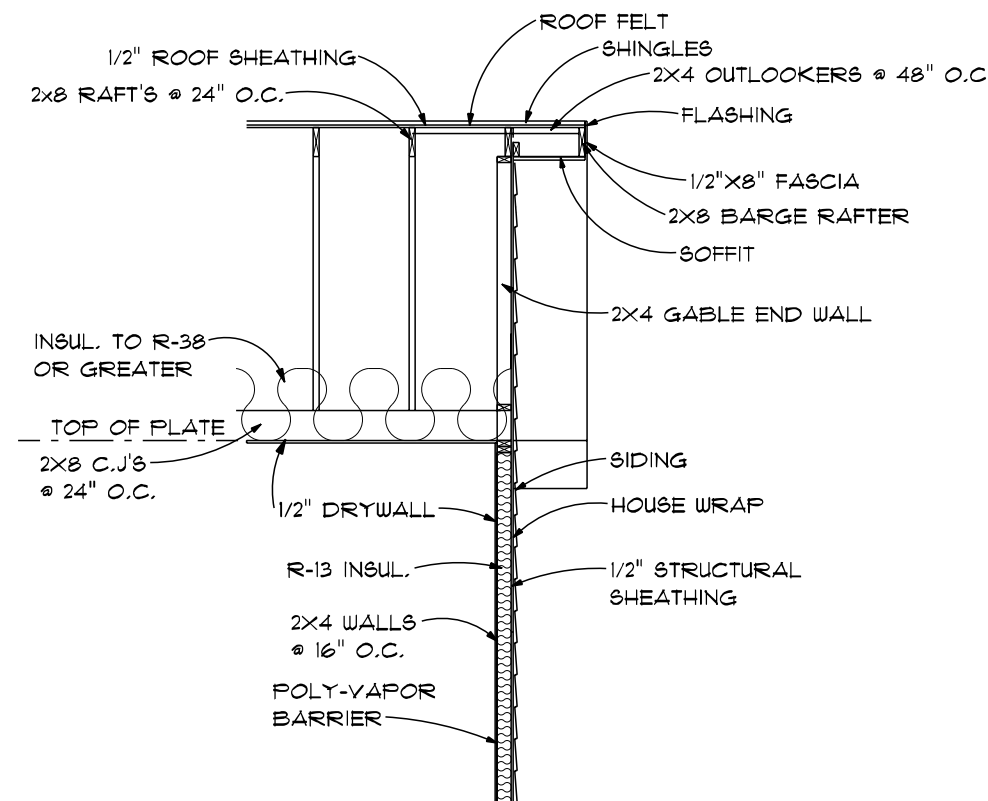
DETAIL 3

CABINET ELEVATIONS

SCALE: 3/8" = 1'-0"

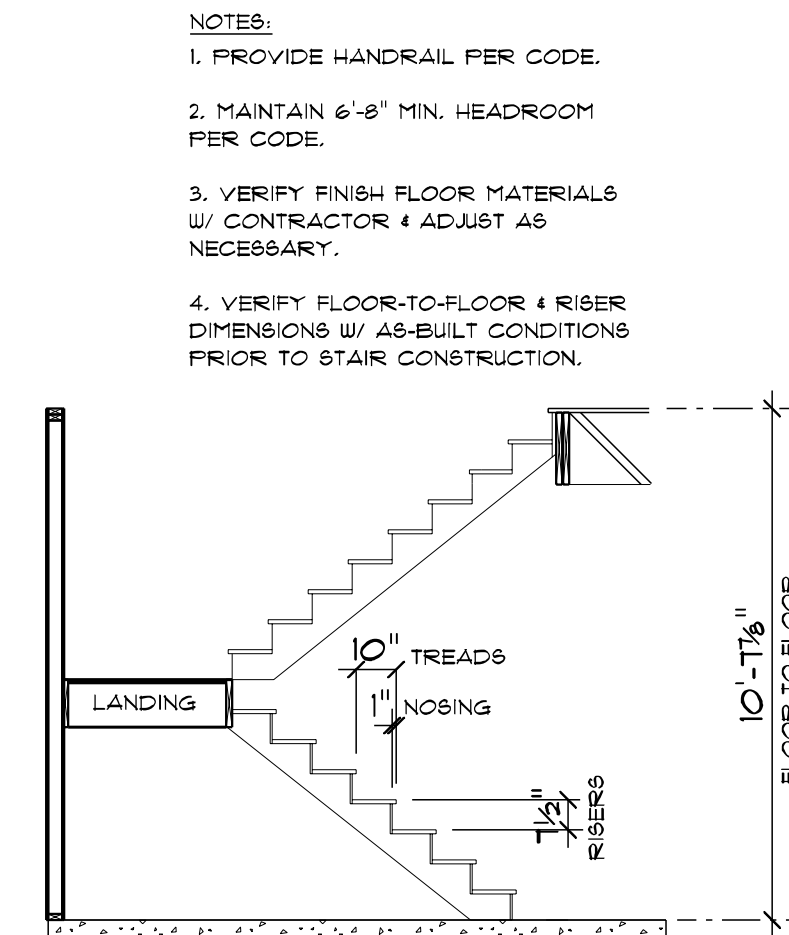


TYP. CANTILEVER
SCALE: 1/4" = 1'-0"



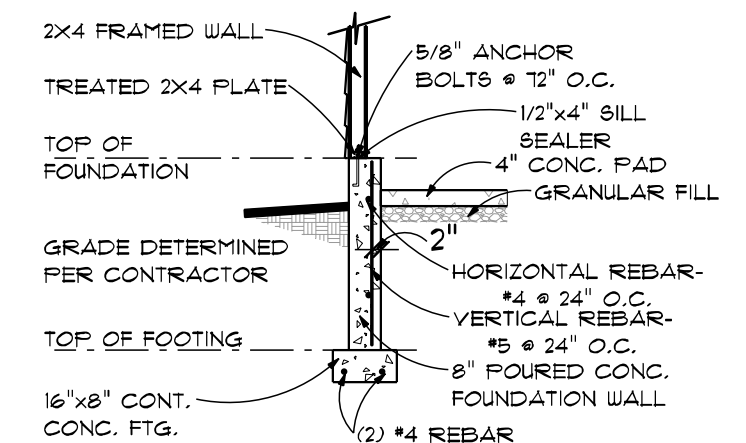
TYP. GABLE END SECTION

SCALE: 1/4" = 1'-0"

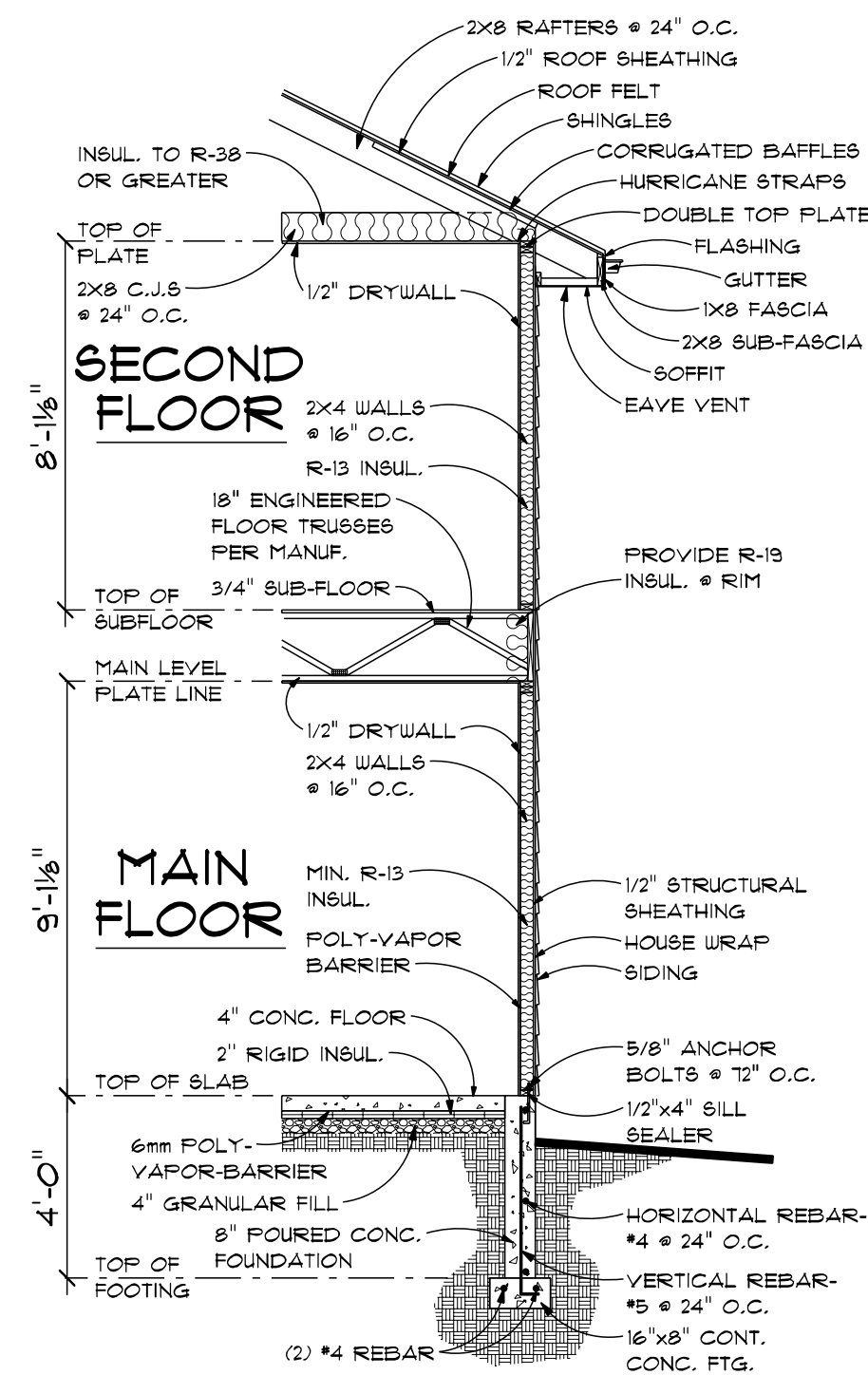


STAIR SECTION

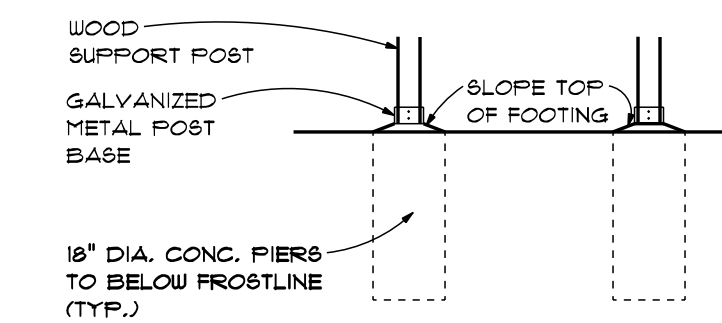
SCALE: 1/4" = 1'-0"



TYP. GARAGE WALL
SCALE: 1/4" = 1'-0"

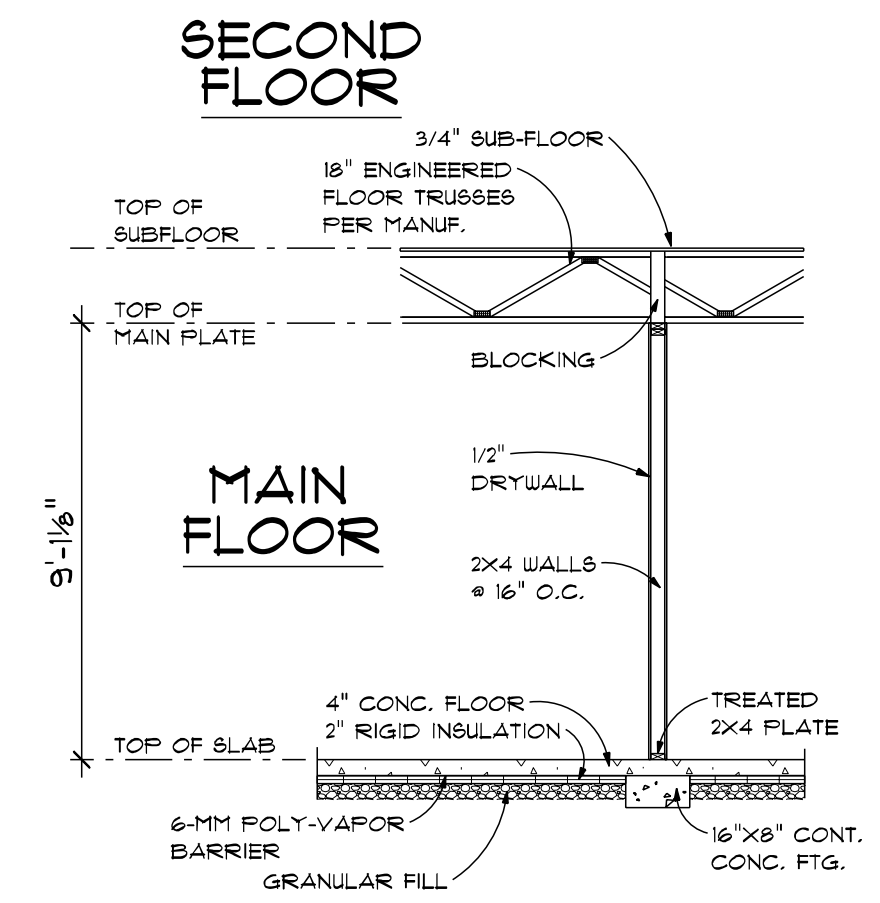


TYP. WALL SECTION
SCALE: 1/4" = 1'-0"

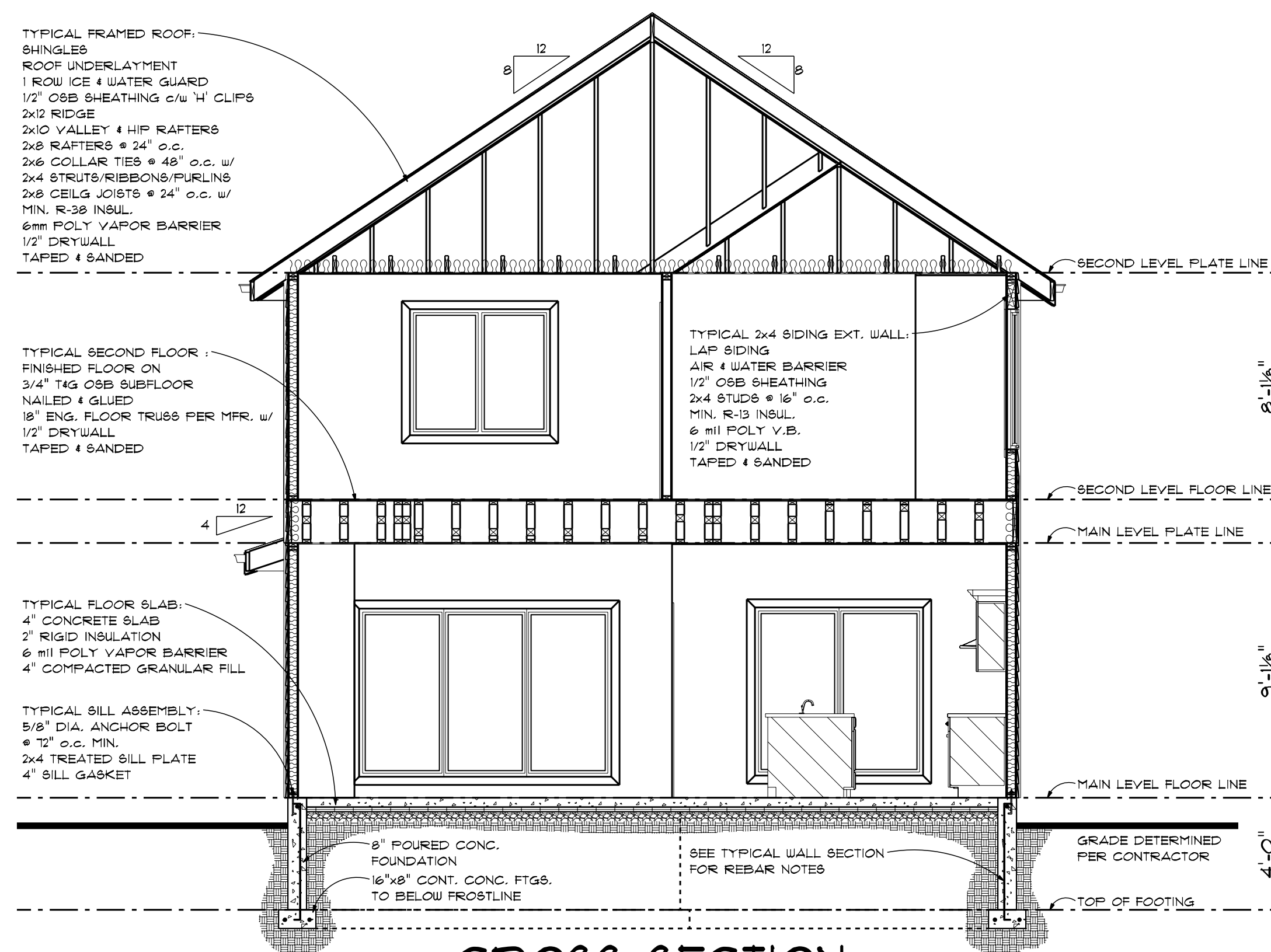


POST FOOTING DETAIL

SCALE: 1/4" = 1'-0"



TYP. 2X4 BEARING WALL
SCALE: 1/4" = 1'-0"



CROSS SECTION

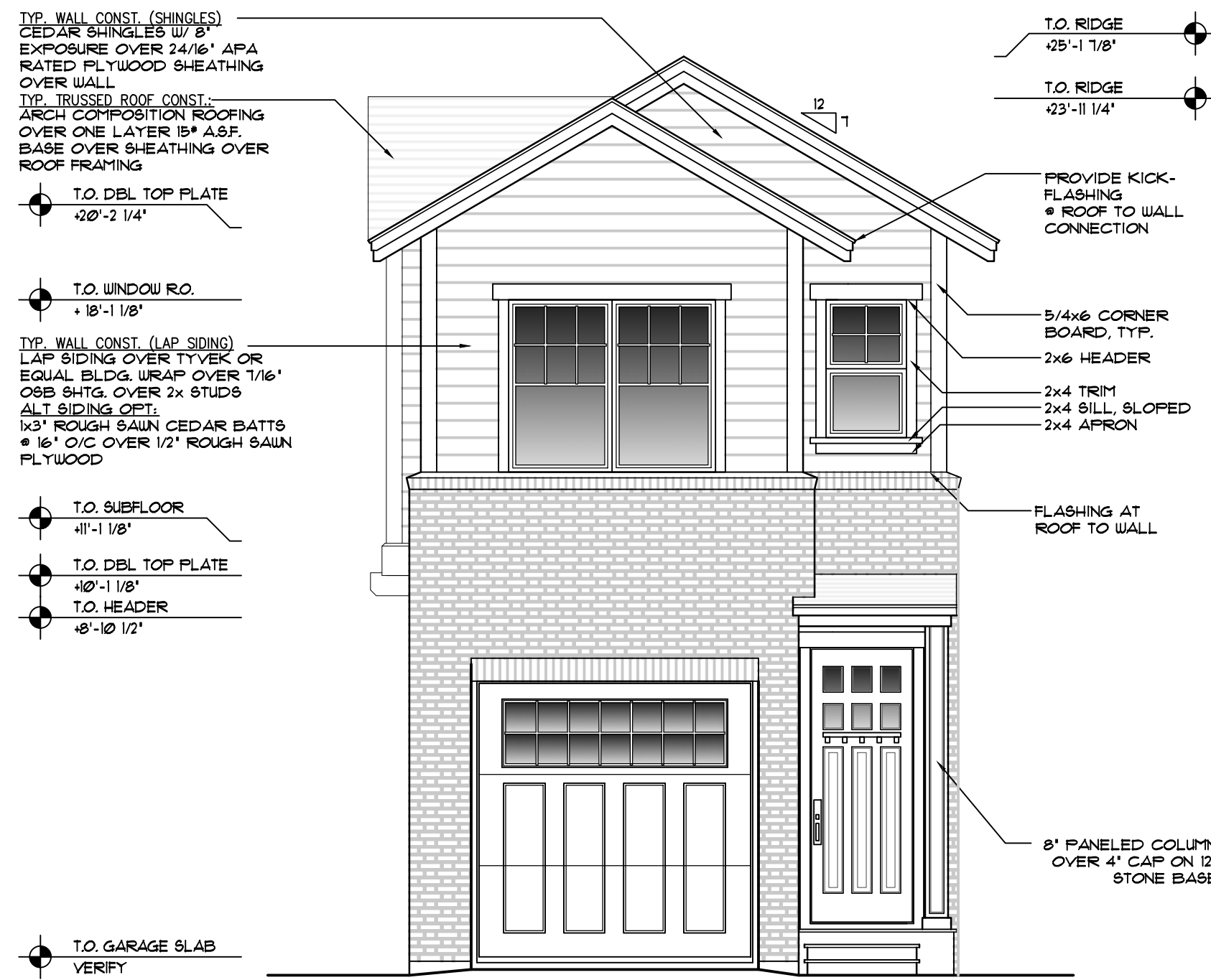
SCALE: 1/4" = 1'-0"

- NOTES:
1. PROVIDE HANDRAIL PER CODE.
 2. MAINTAIN 6'-8" MIN. HEADROOM PER CODE.
 3. VERIFY FINISH FLOOR MATERIALS w/ CONTRACTOR & ADJUST AS NECESSARY.
 4. VERIFY FLOOR-TO-FLOOR & RISER DIMENSIONS w/ AS-BUILT CONDITIONS PRIOR TO STAIR CONSTRUCTION.

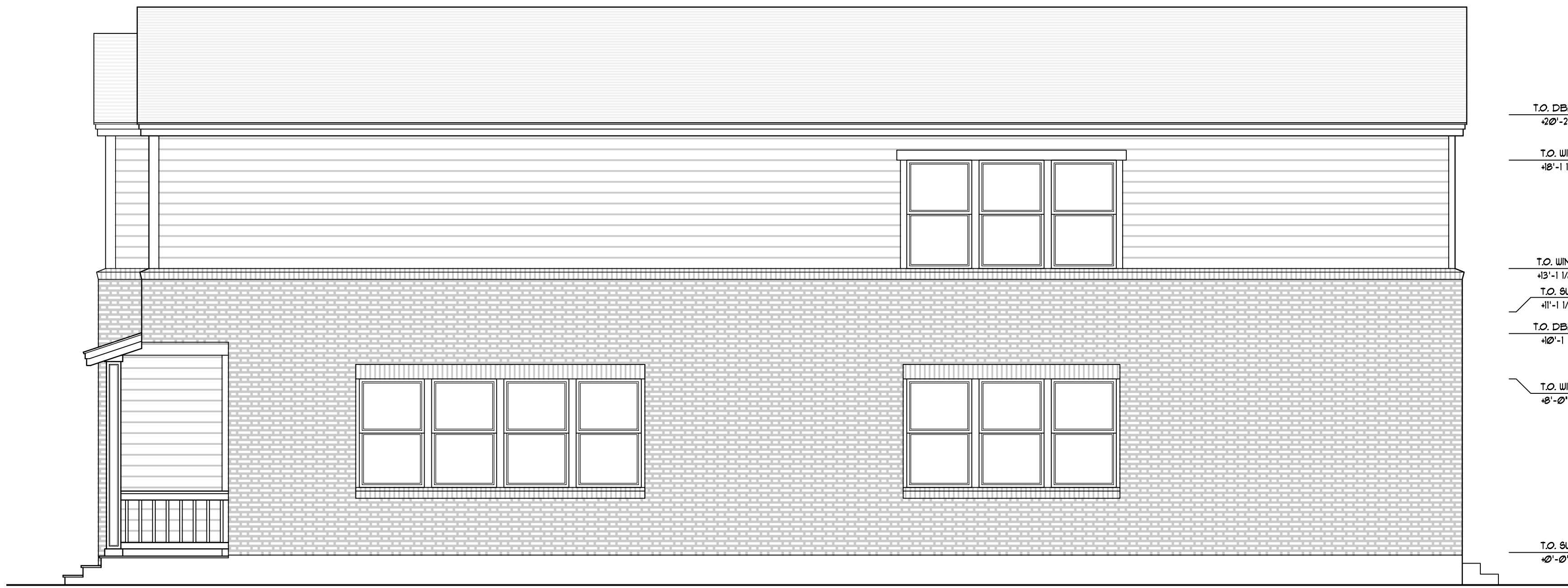
ROSEMONT

1,564 TOTAL SQUARE FEET

PLAN NUMBER 82508



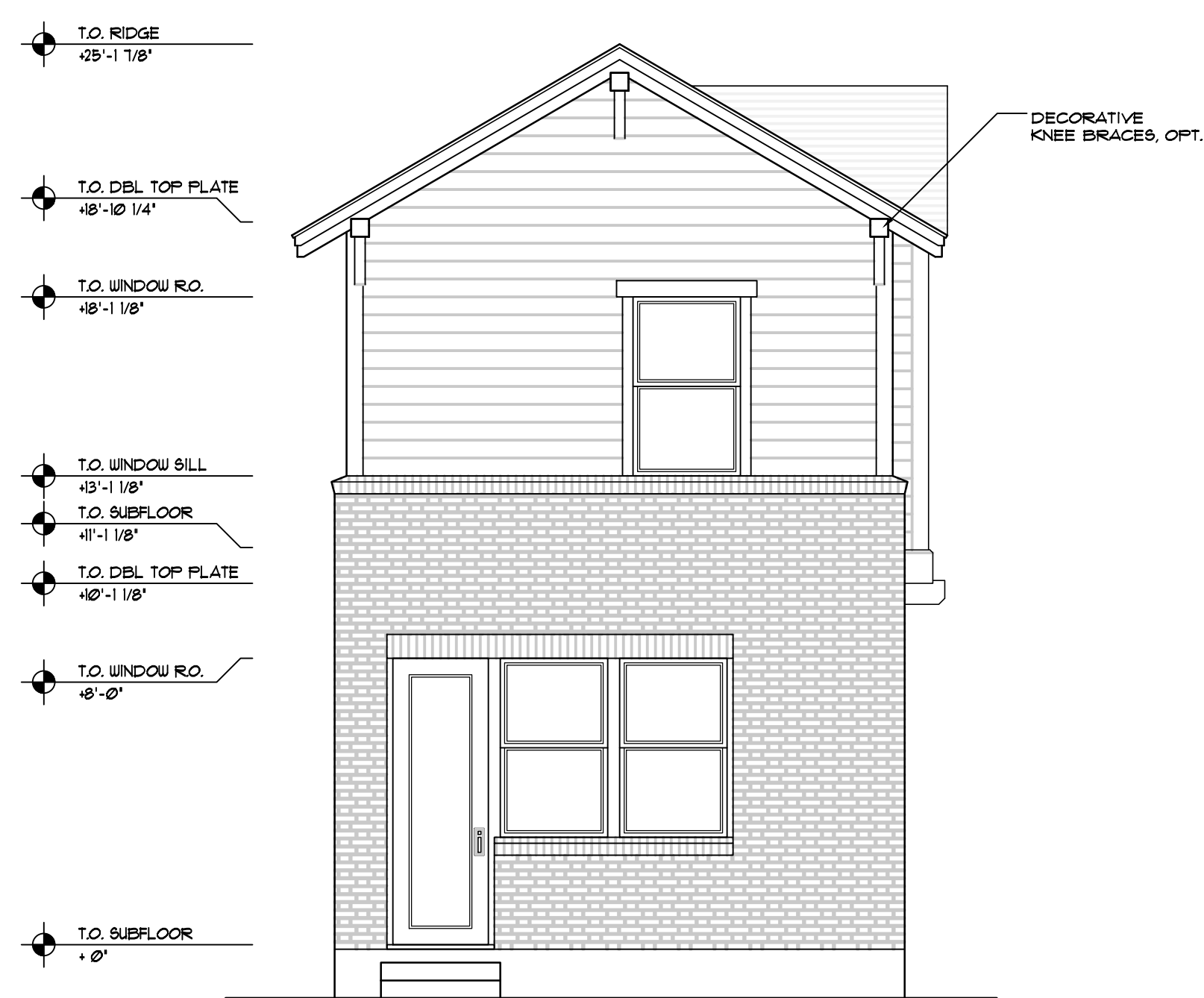
FRONT ELEVATION
SCALE: 1/4"=1'-0"



RIGHT ELEVATION
SCALE: 1/4"=1'-0"



LEFT ELEVATION
SCALE: 1/4"=1'-0"

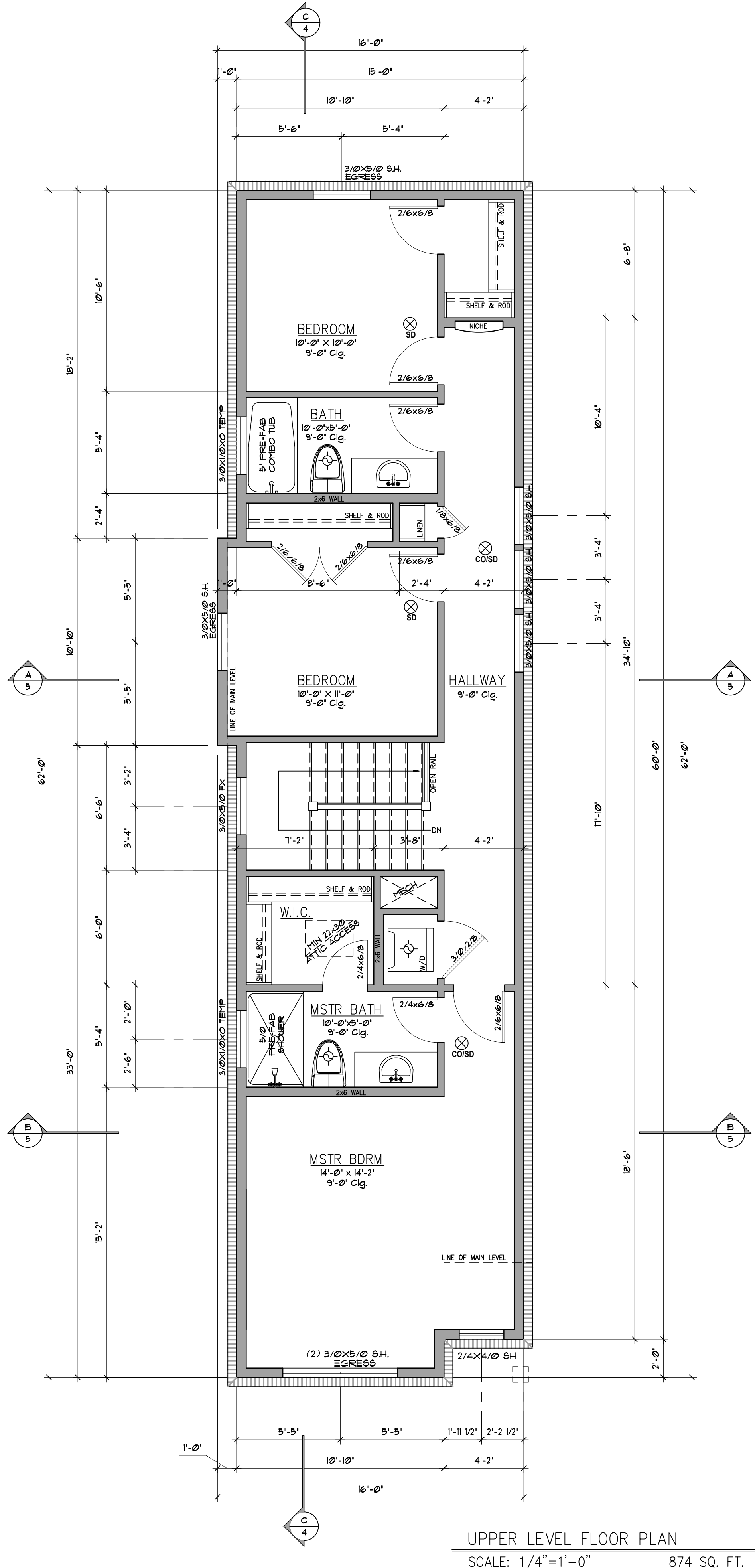
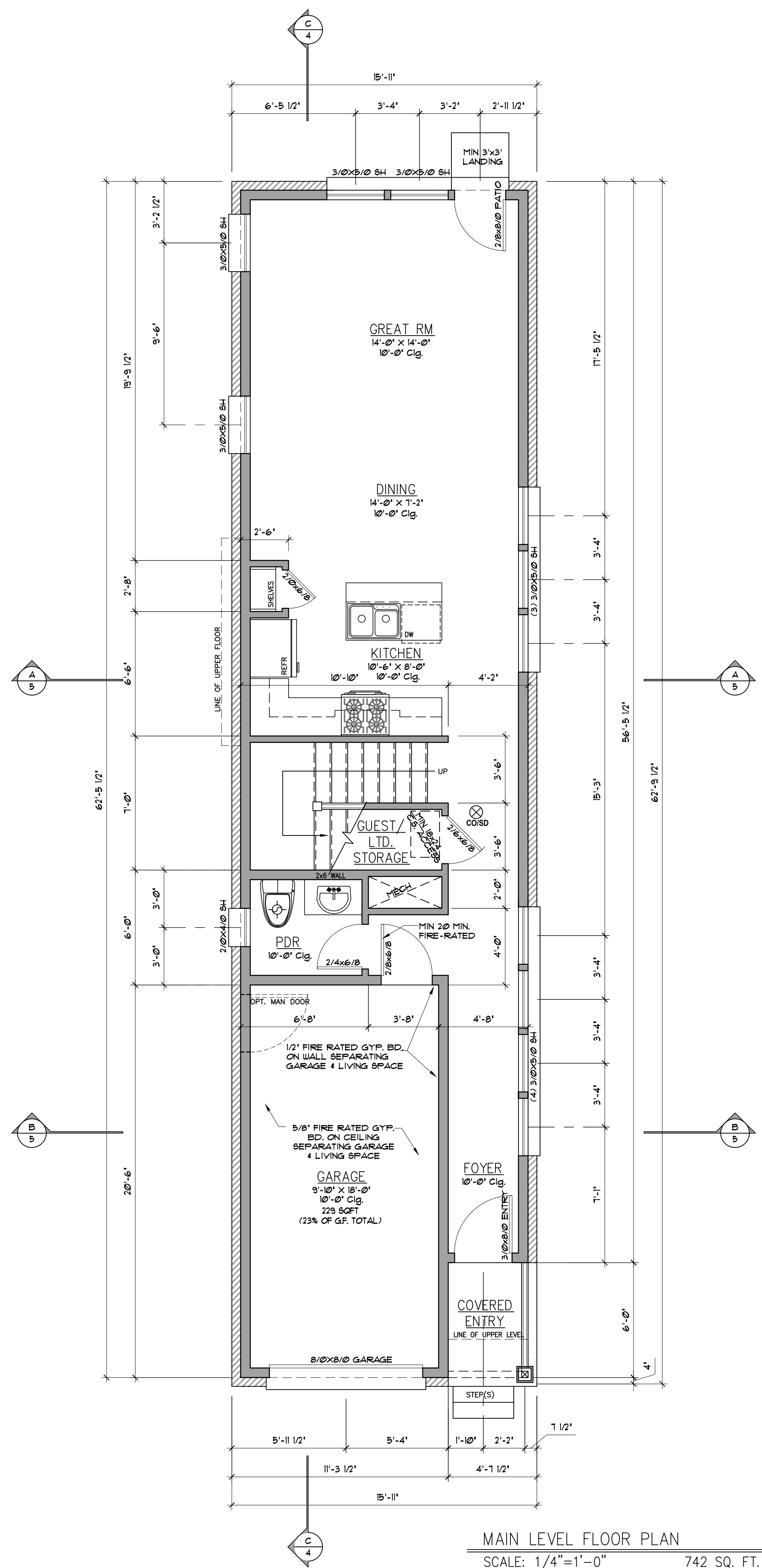


REAR ELEVATION
SCALE: 1/4"=1'-0"

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PLAN NAME: ROSEMONT

DATE: 08/08

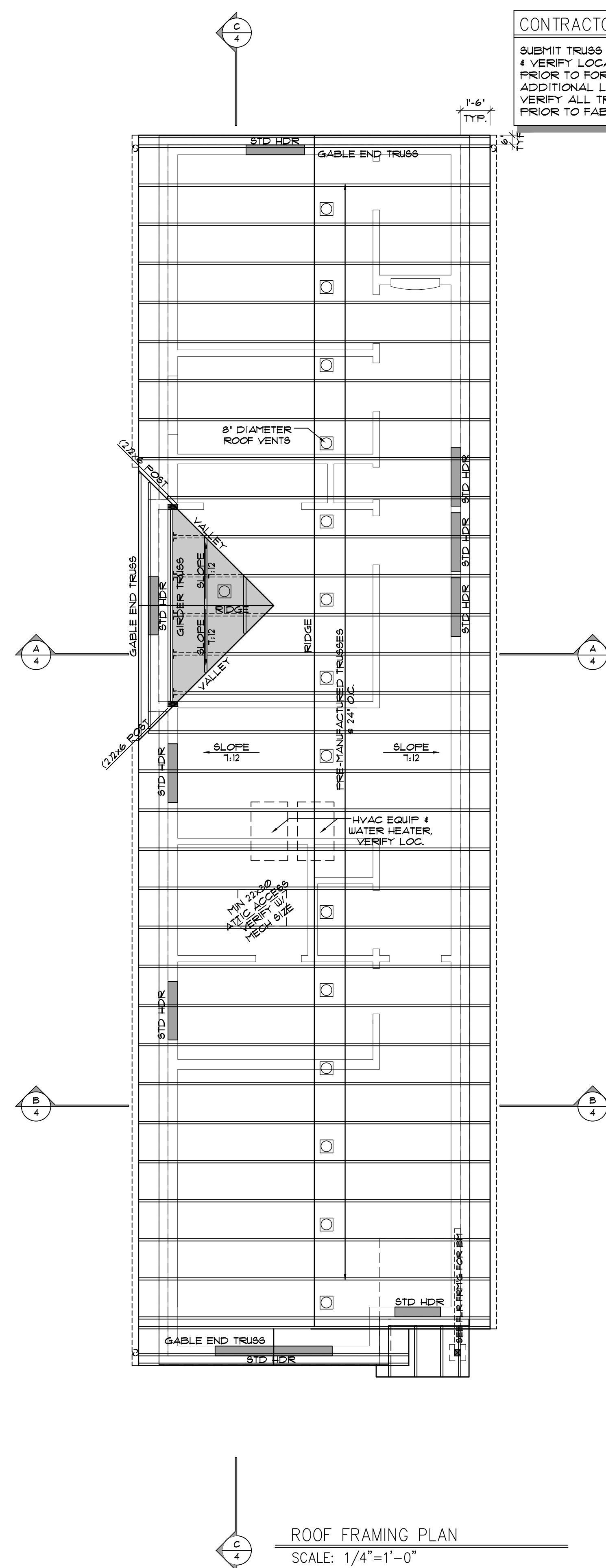
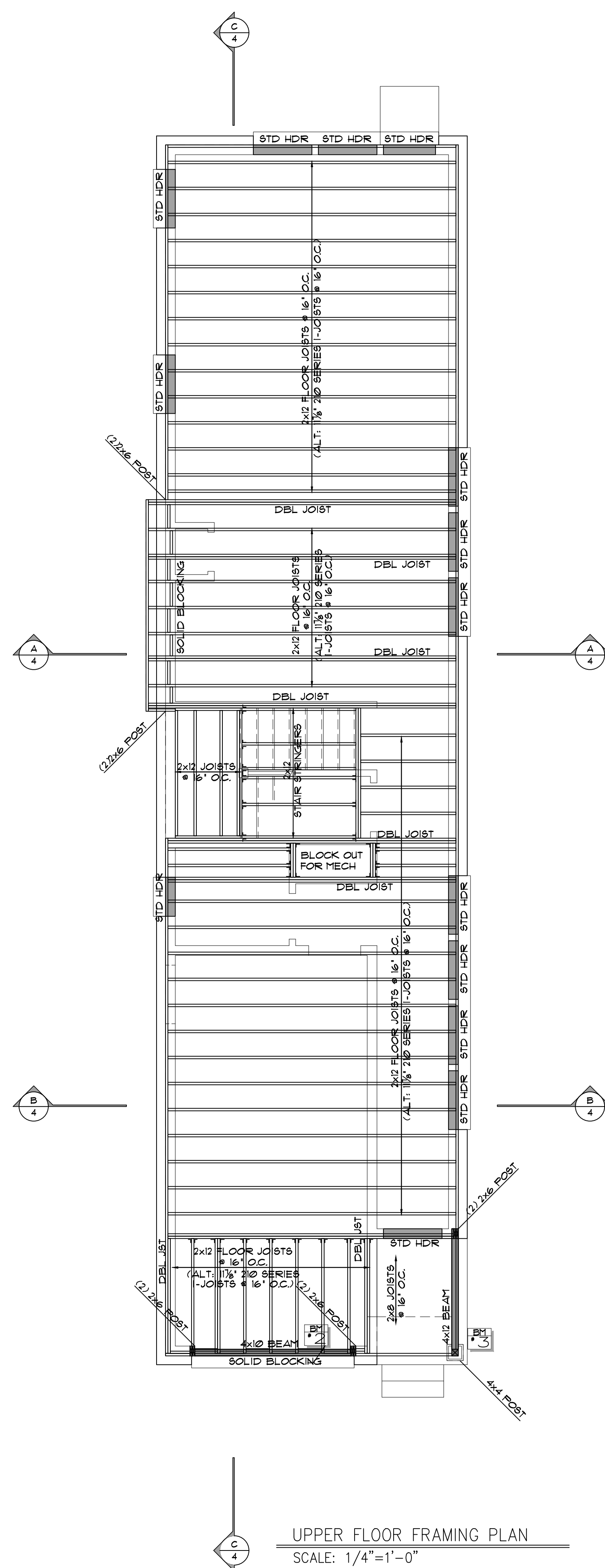
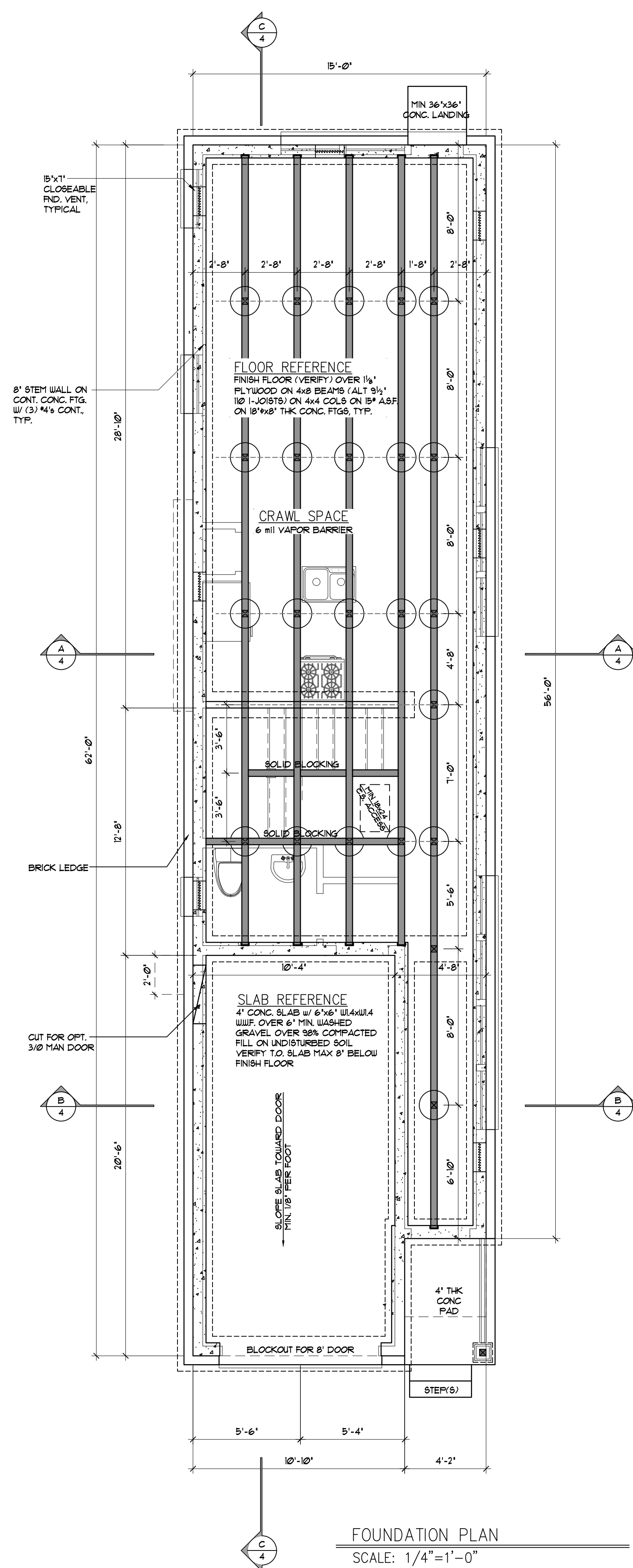


ELECTRICAL LEGEND	
	COMBO CARBON MONOXIDE/SMOKE DETECTOR
	SMOKE DETECTOR
	EXHAUST FAN

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PLAN NAME: ROSEMONT

DATE: 08/08



CONTRACTOR'S NOTE:

SUBMIT TRUSS DESIGN FOR ENGINEERING PRIOR TO FABRICATION & VERIFY LOCATION OF GIRDER TRUSSES W/ TRUSS COMPANY PRIOR TO FORMING FOUNDATION WALLS AS TO PROVIDE FOR ADDITIONAL LOADING FROM VARYING TRUSS DESIGN. VERIFY ALL TRUSS SPANS & CONFIGURATIONS ON JOB SITE PRIOR TO FABRICATION.

NOTE

STD HDR TO BE D.F. #2 4x8
*THIS NOTE SUPERCEDES NOTES ON 'N' SHEET

NOTE:

⑤ GUTTER DOWNSPOUT
---- CONTINUOUS GUTTER

PROVIDE SUFFICIENT ROOF
VENTILATION PER IRC-R806

THESE PLANS HAVE BEEN LICENSED FOR THE CONSTRUCTION OF ONE BUILDING OR ONE UNAUTHORIZED USE OR COPYING OF THE PLANS, OR THE DESIGN THEY DEPICT, INFRINGES RIGHTS UNDER THE COPYRIGHT ACT THAT INCLUDE PENALTIES OF UP TO \$100,000 PER WORK WILLFULLY INFRINGED. THESE PLANS HAVE BEEN DESIGNED TO MEET IRC BUILDING CODES AND MAY REQUIRE ADAPTATION TO MEET SPECIFIC SITE CONDITIONS AND LOCAL BUILDING REGULATIONS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND TOLERANCES PRIOR TO CONSTRUCTION FOR ERRORS AND OMISSIONS. PLEASE SEE YOUR LICENSE AGREEMENT FOR FURTHER INFORMATION.

PLAN
NAME: ROSEMONT

DATE: 08/08

ROSEMONT

1,564 TOTAL SQUARE FEET

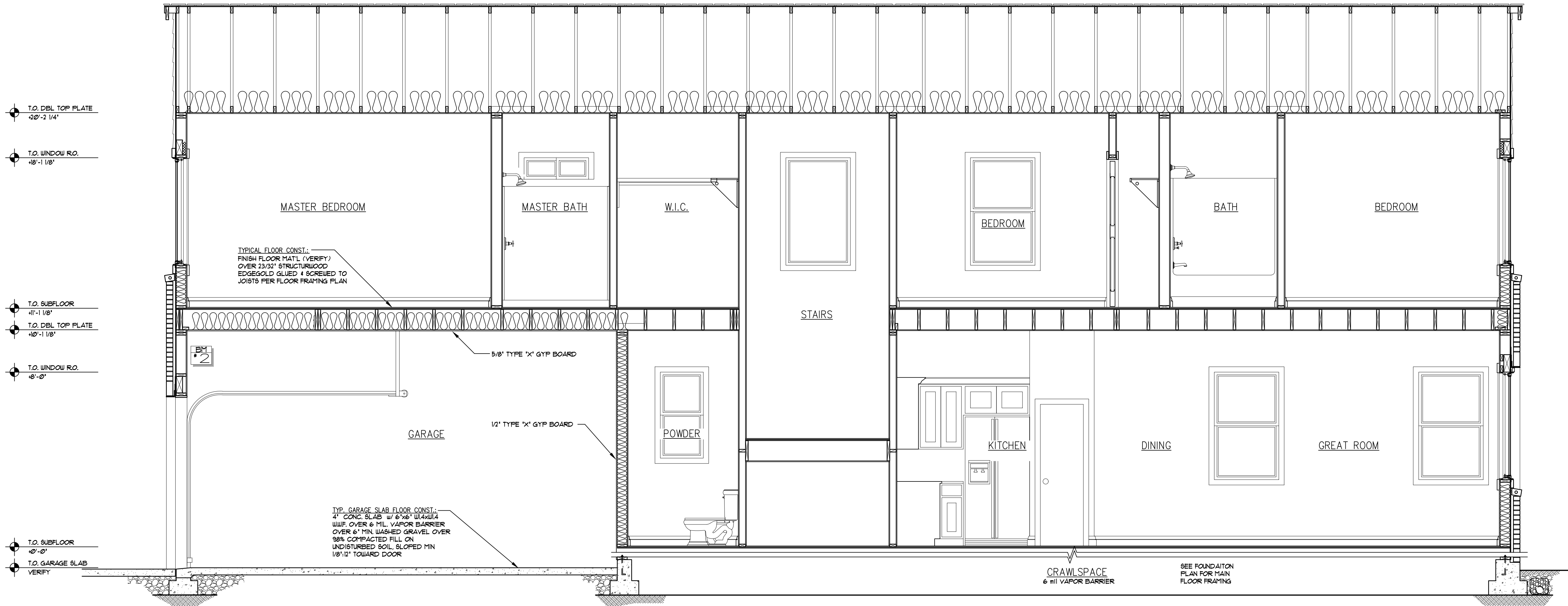
PLAN NUMBER 82508

3

ROSEMONT

1,564 TOTAL SQUARE FEET

PLAN NUMBER 82508

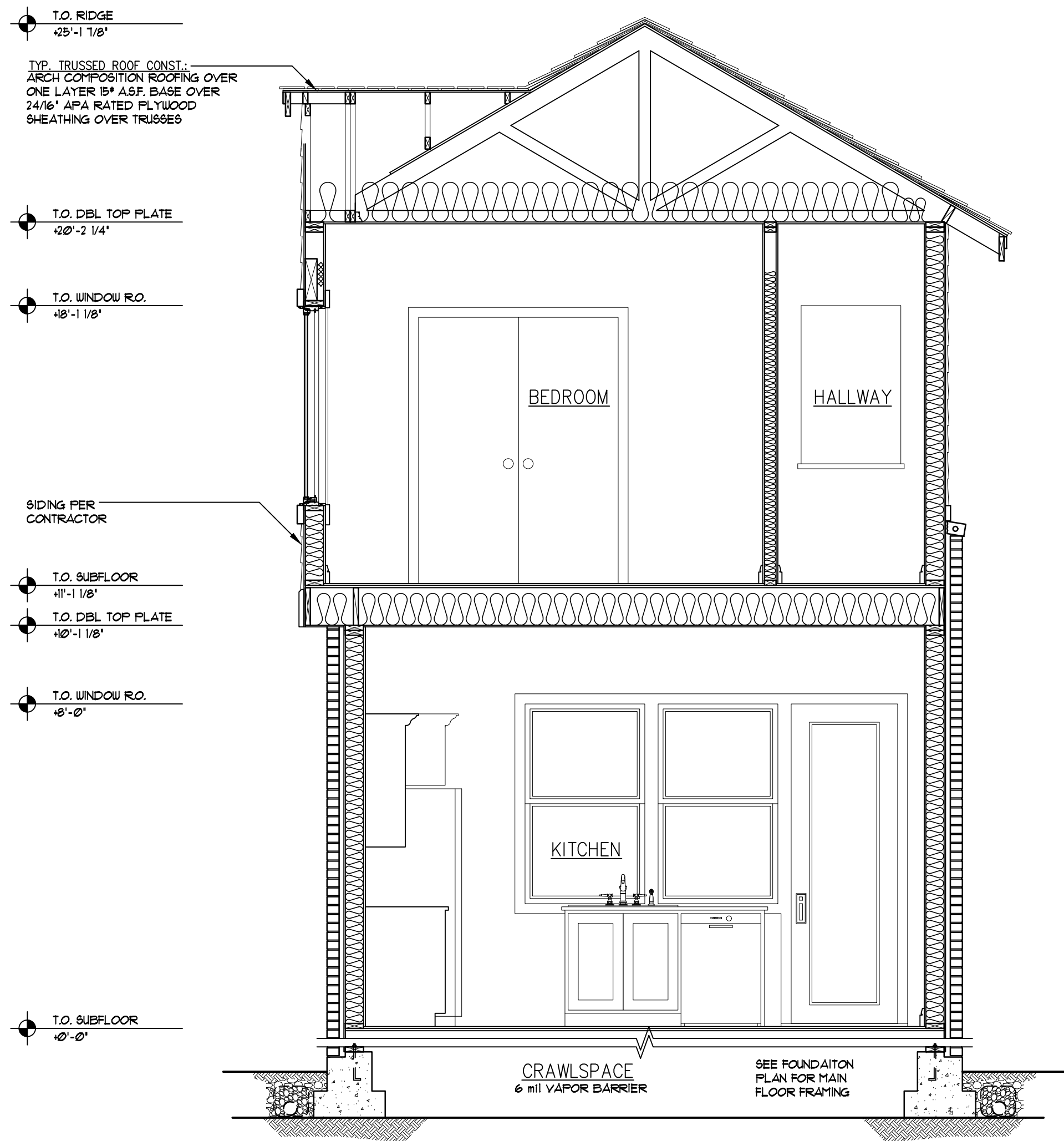


C SECTION
4 SCALE: 3/8"=1'-0"

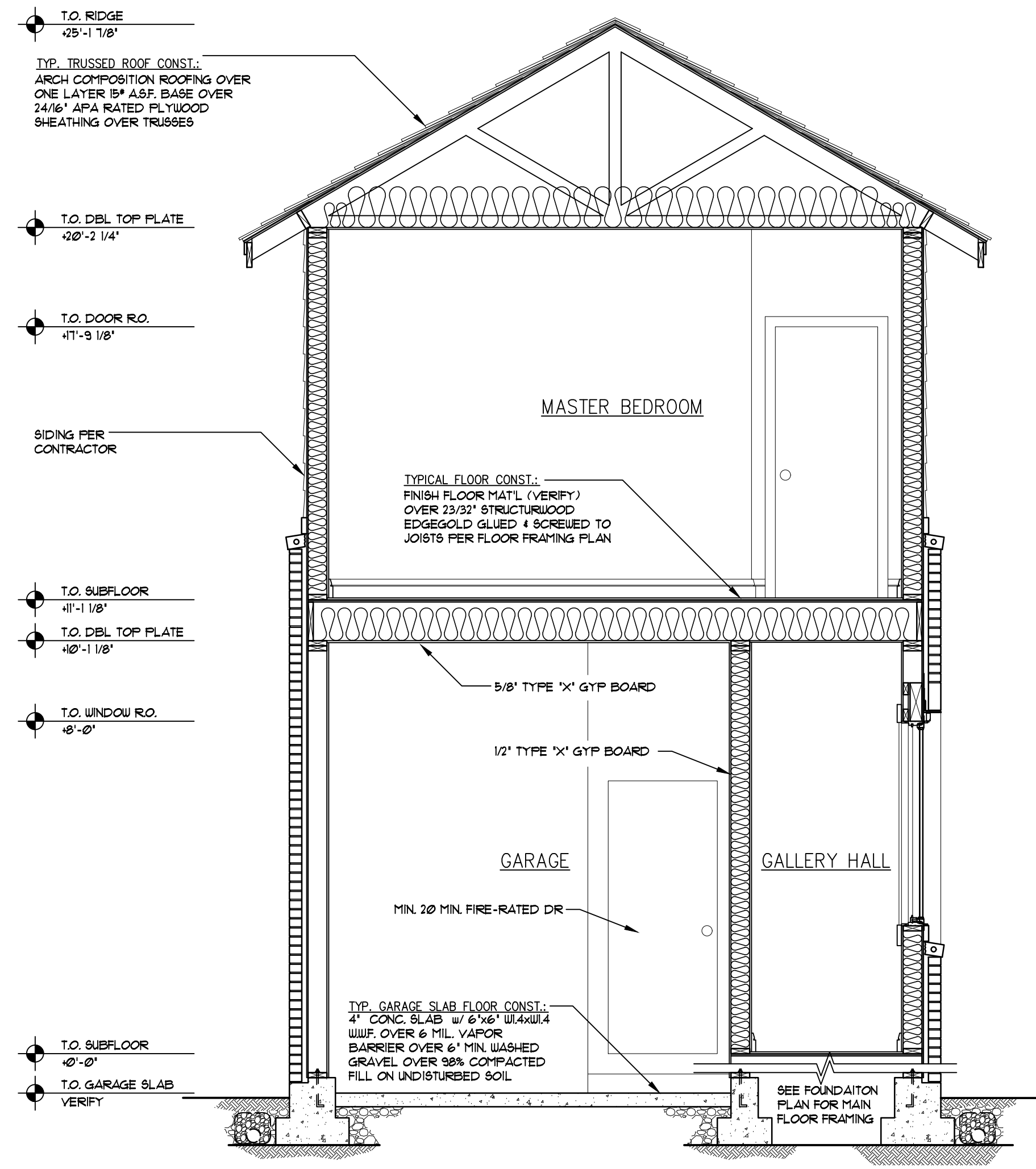
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PLAN NAME: ROSEMONT

DATE: 08/08



A SECTION
5 SCALE: 3/8"=1'-0"

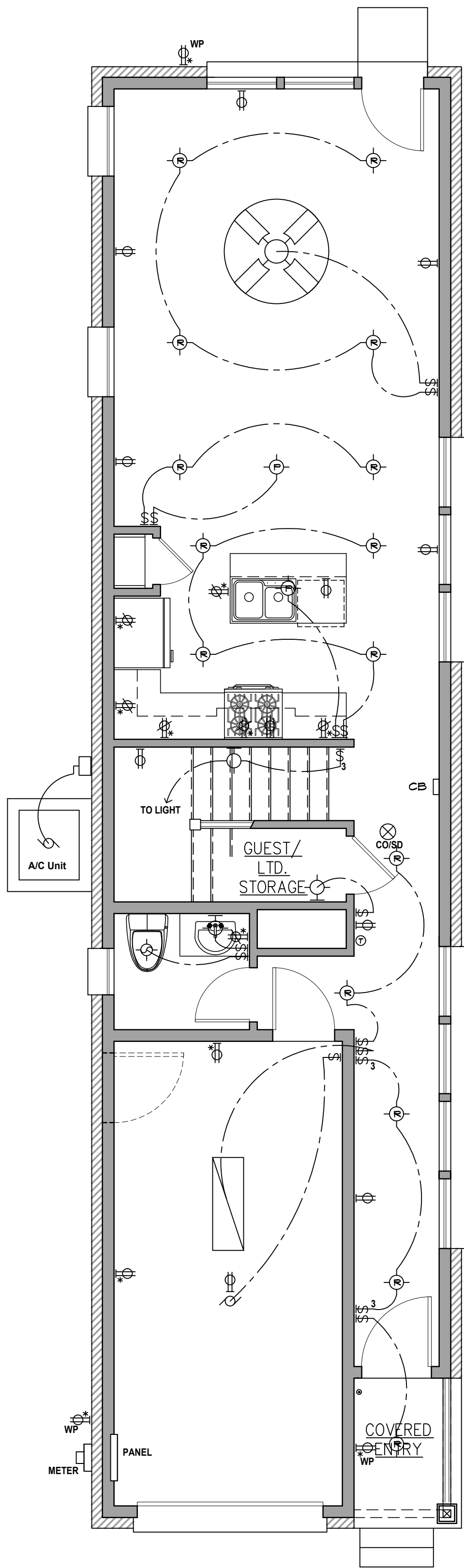


B SECTION
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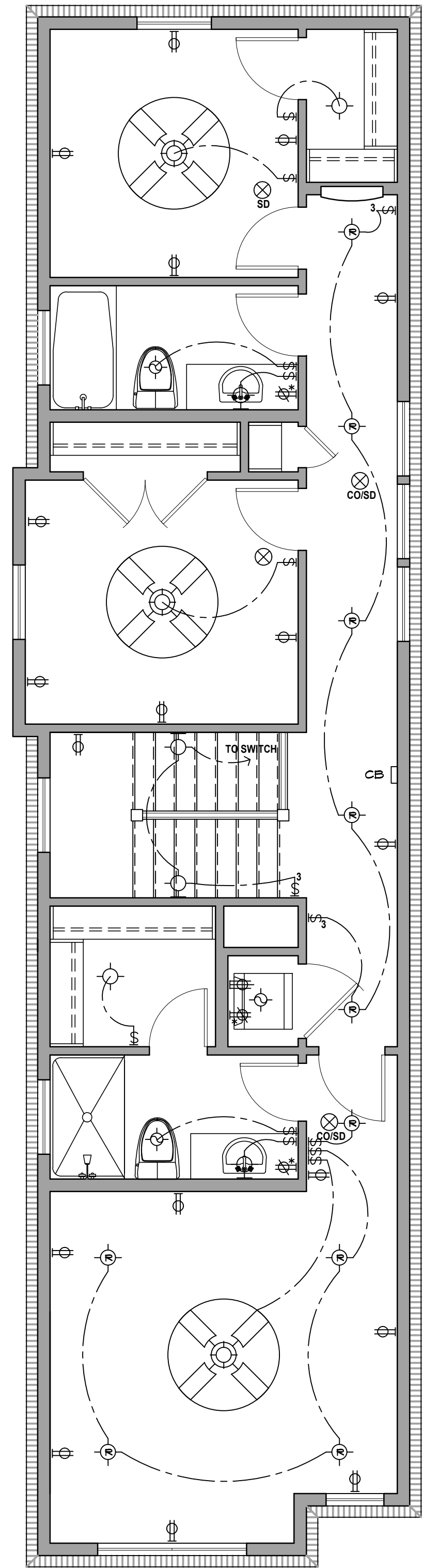
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PLAN NAME: ROSEMONT

DATE: 08/08



MAIN LEVEL ELECTRICAL PLAN
SCALE: 1/4"=1'-0" 742 SQ. FT.



UPPER LEVEL ELECTRICAL PLAN
SCALE: 1/4"=1'-0" 874 SQ. FT.

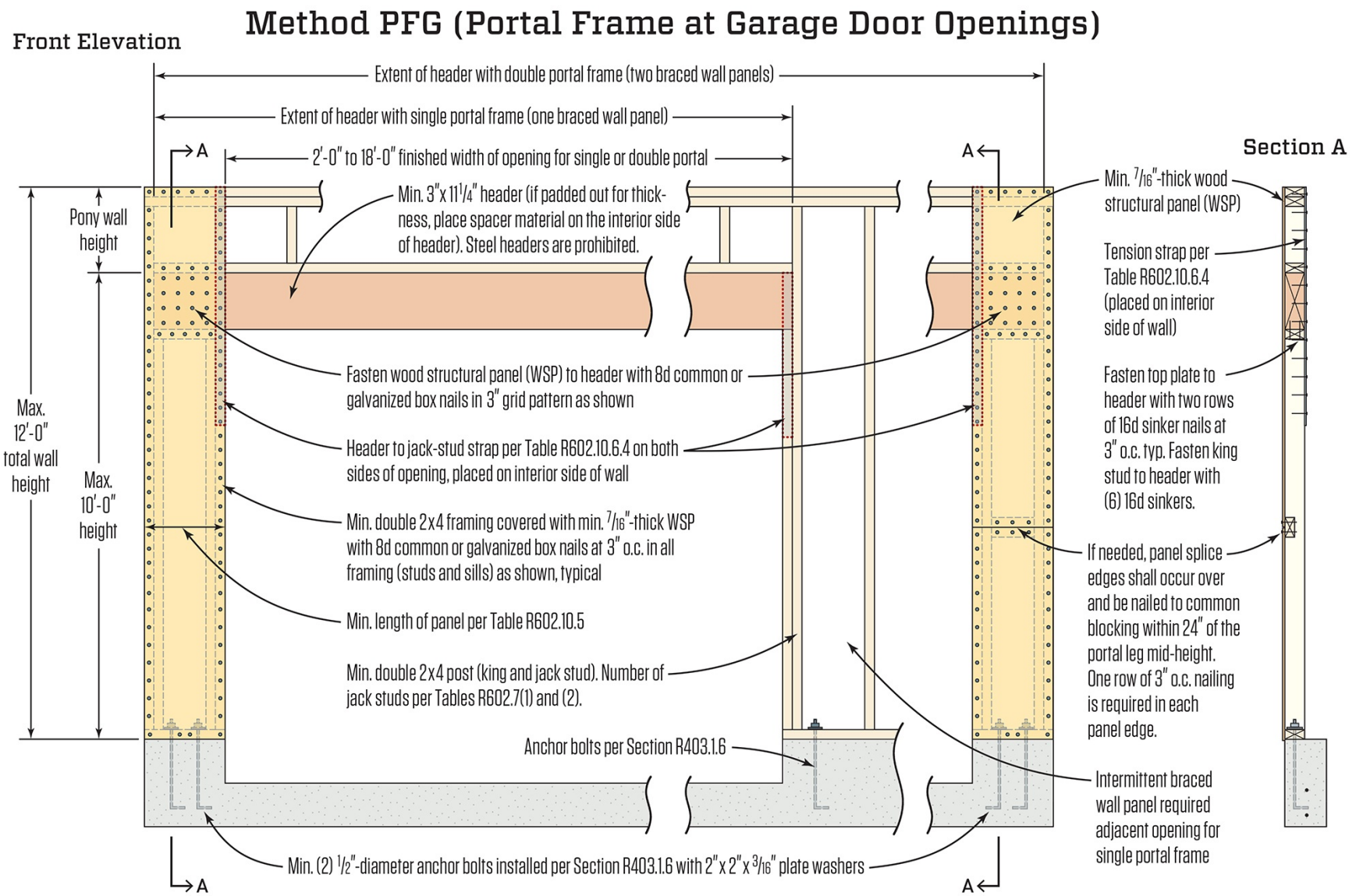
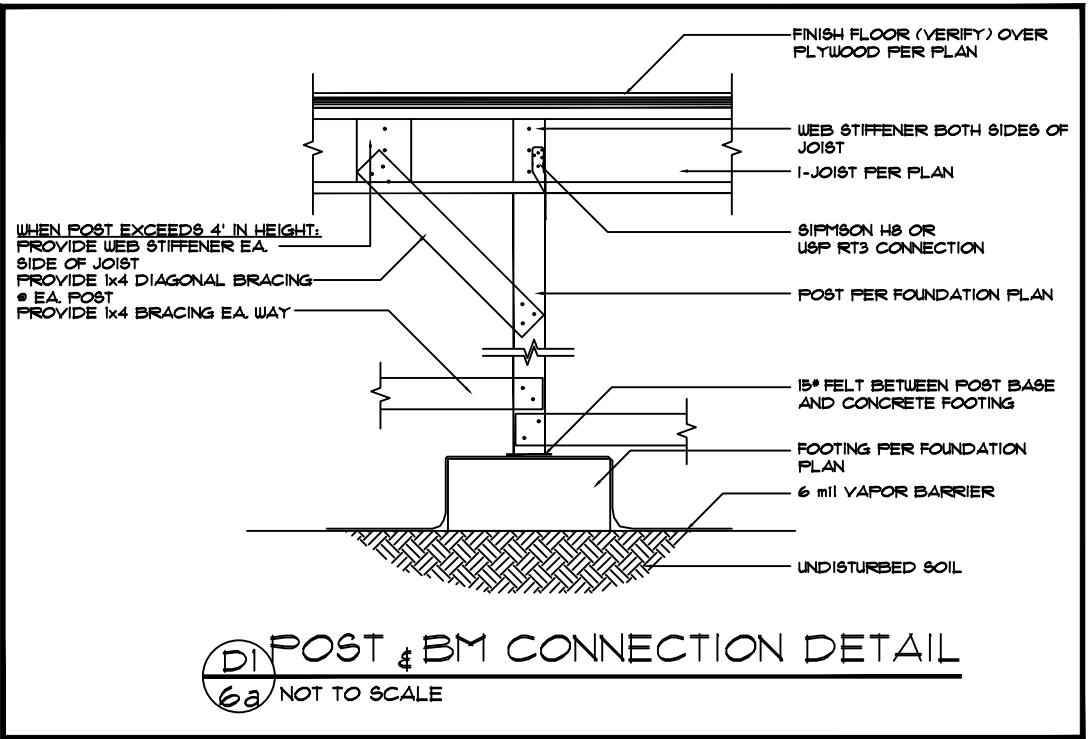
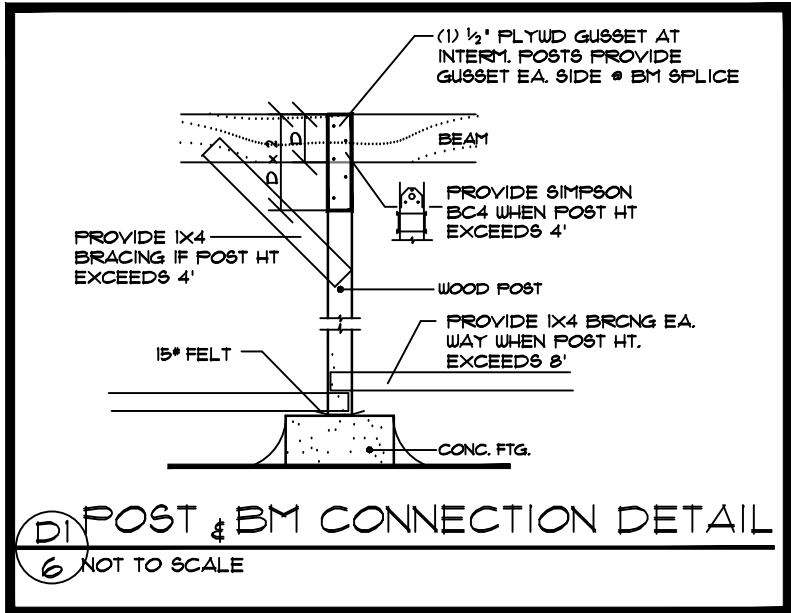
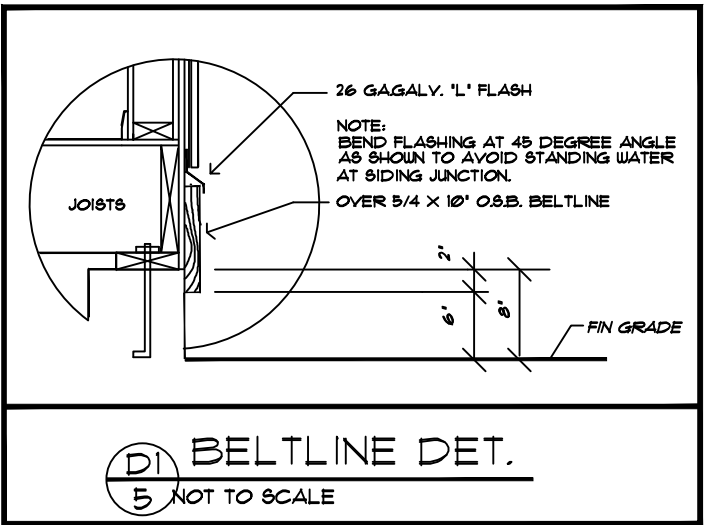
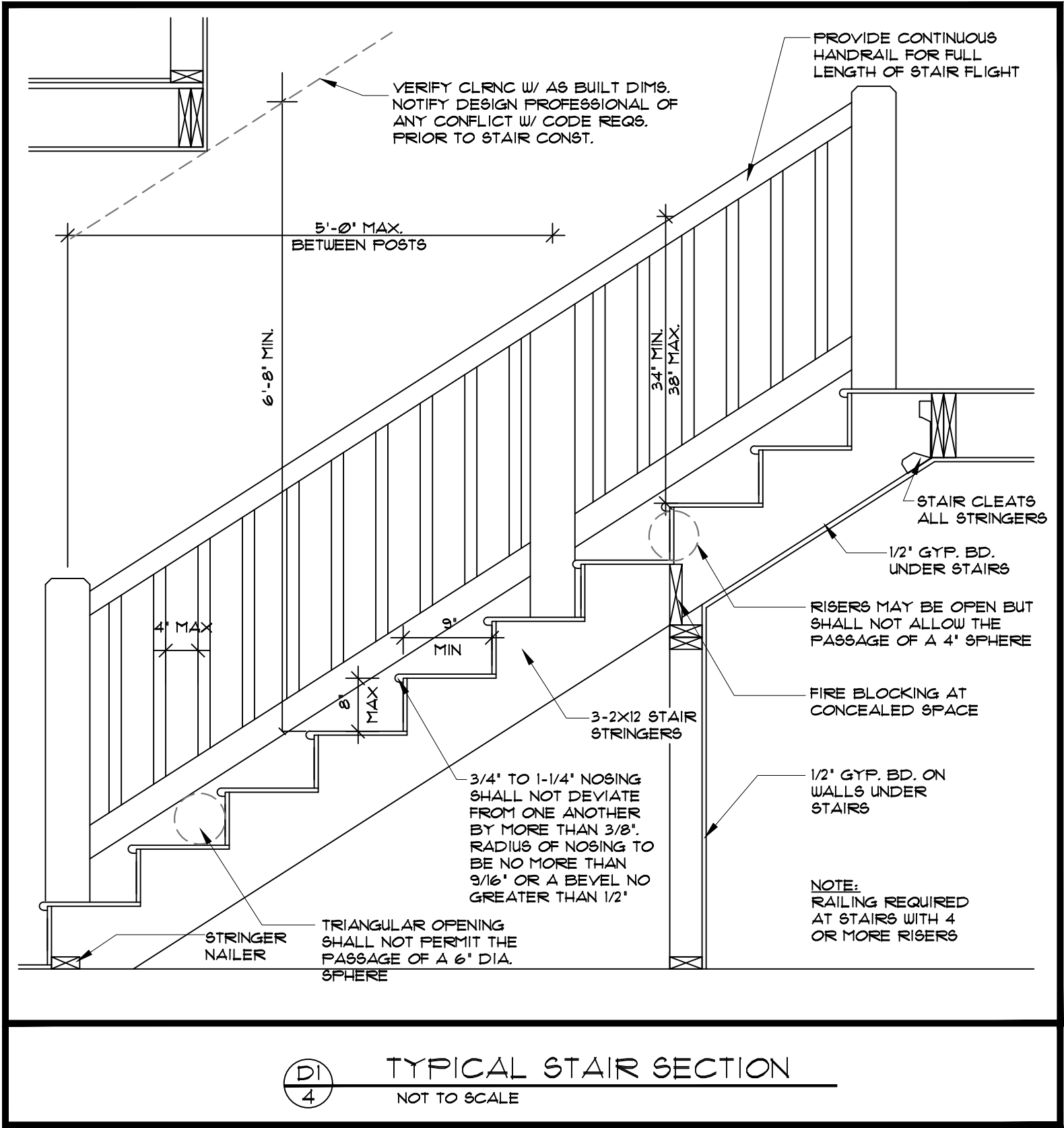
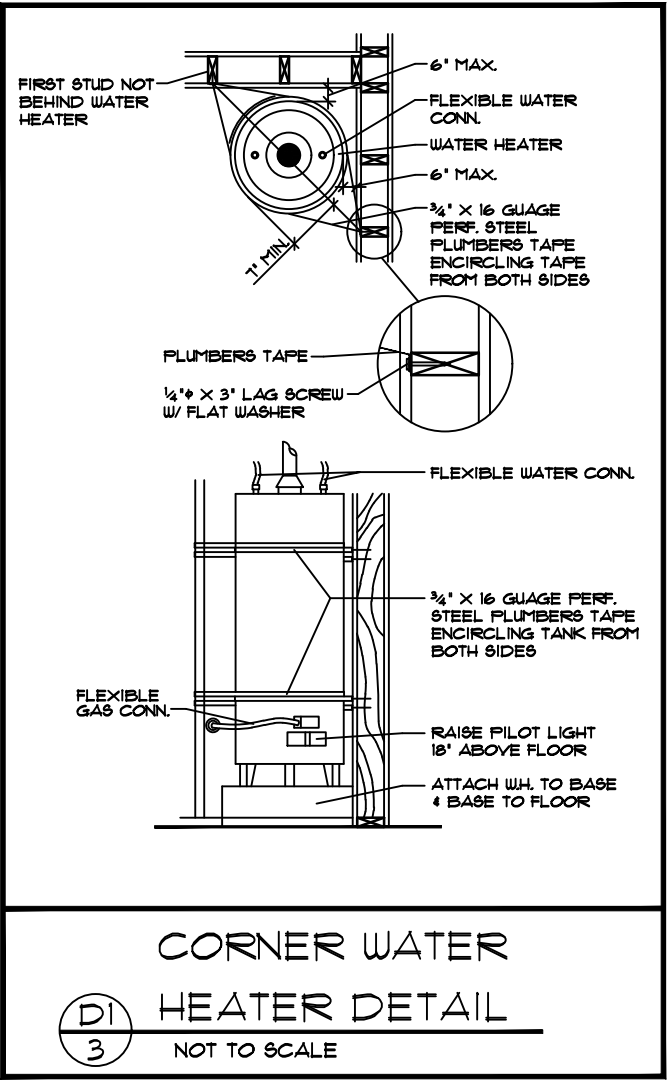
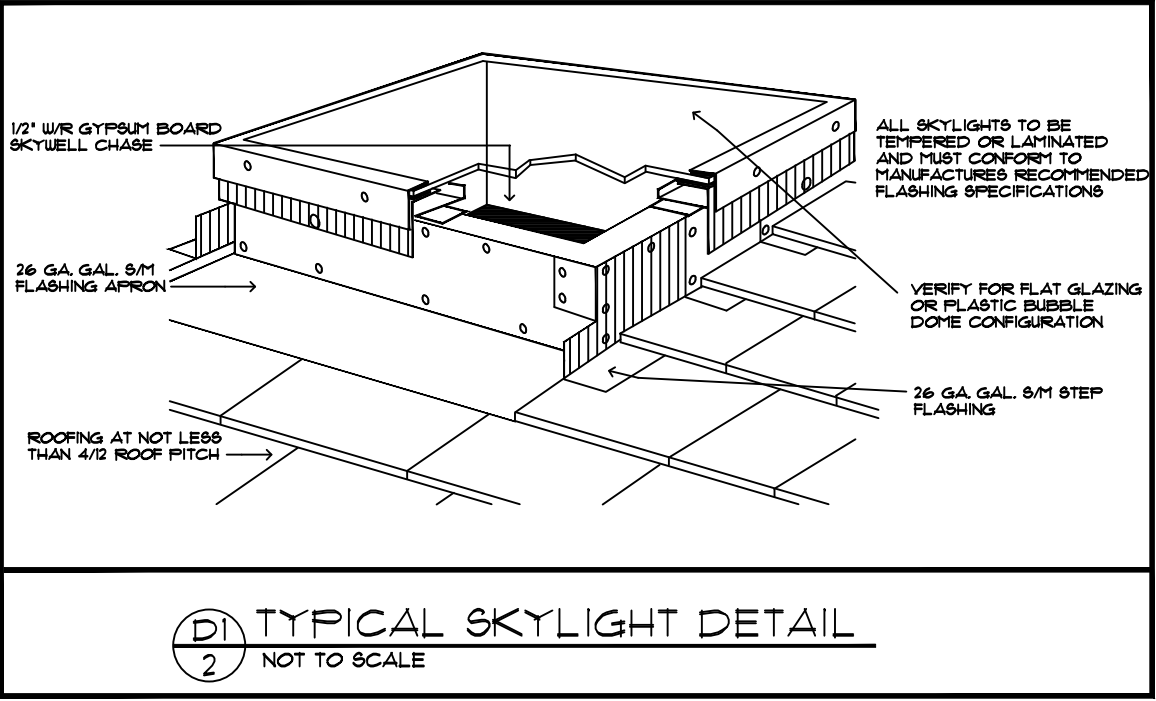
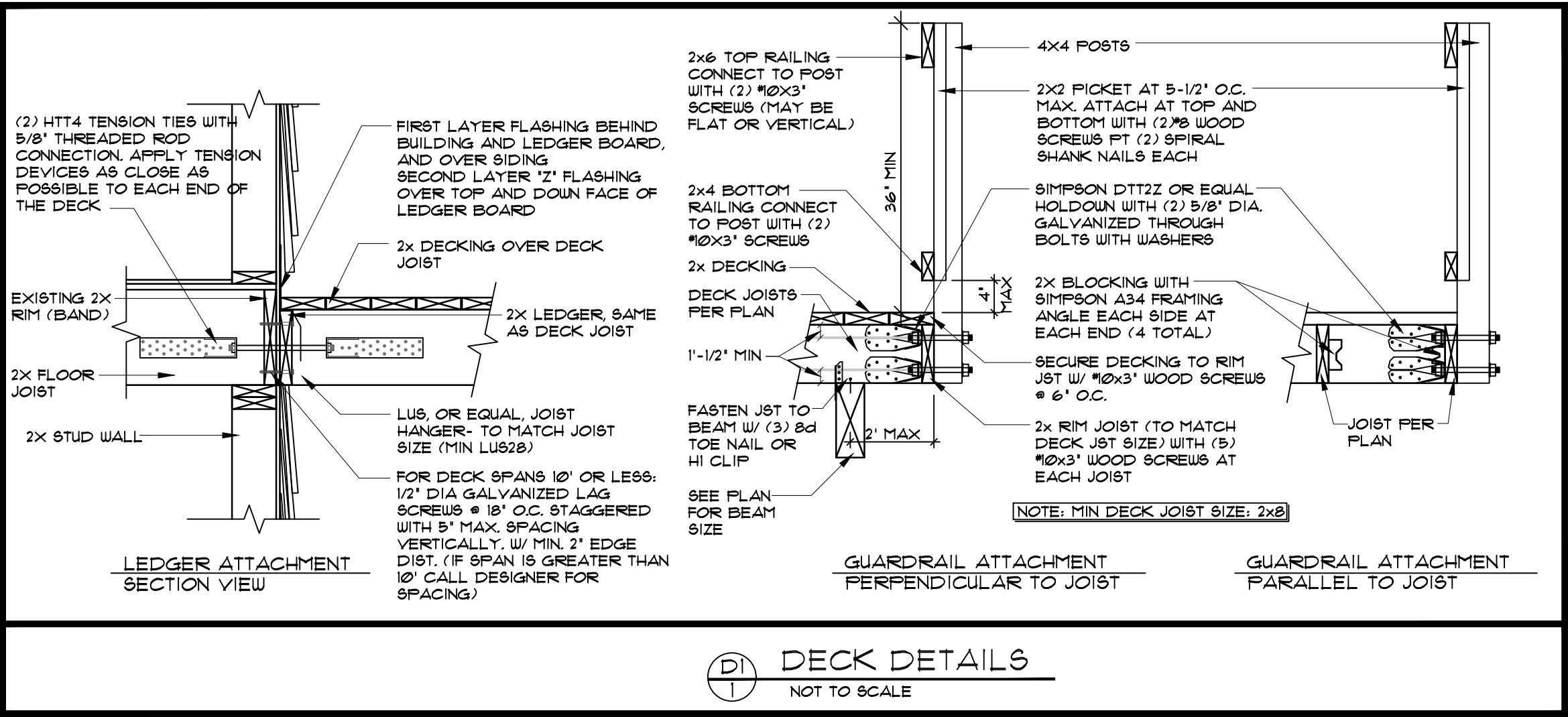
	COMBO CARBON MONOXIDE/SMOKE DETECTOR
	SMOKE DETECTOR
	EXHAUST FAN

ELECTRICAL LEGEND	
	Switch
	3-Way Switch
	Ceiling Mounted Light Fixture
	Wall Mounted Light Fixture
	Recessed Light Fixture
	Pendant Light Fixture
	Fluorescent Light Fixture
	Ceiling Fan
	Ceiling Fan w/ Light Fixture
	110V Duplex Outlet
	110V Duplex Outlet, Counter Top Height - V.O.J.
	110V Duplex outlet On GFI Circuit
	110V Duplex Outlet On GFI Circuit, Counter Top height - V.O.J.
	110V Waterproof Duplex Outlet On GFI Circuit
	220V Outlet
	Disconnect
	Motor
	Door Bell
	Chime Box
	Thermostat

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PLAN NAME: ROSEMONT

DATE: 08/08

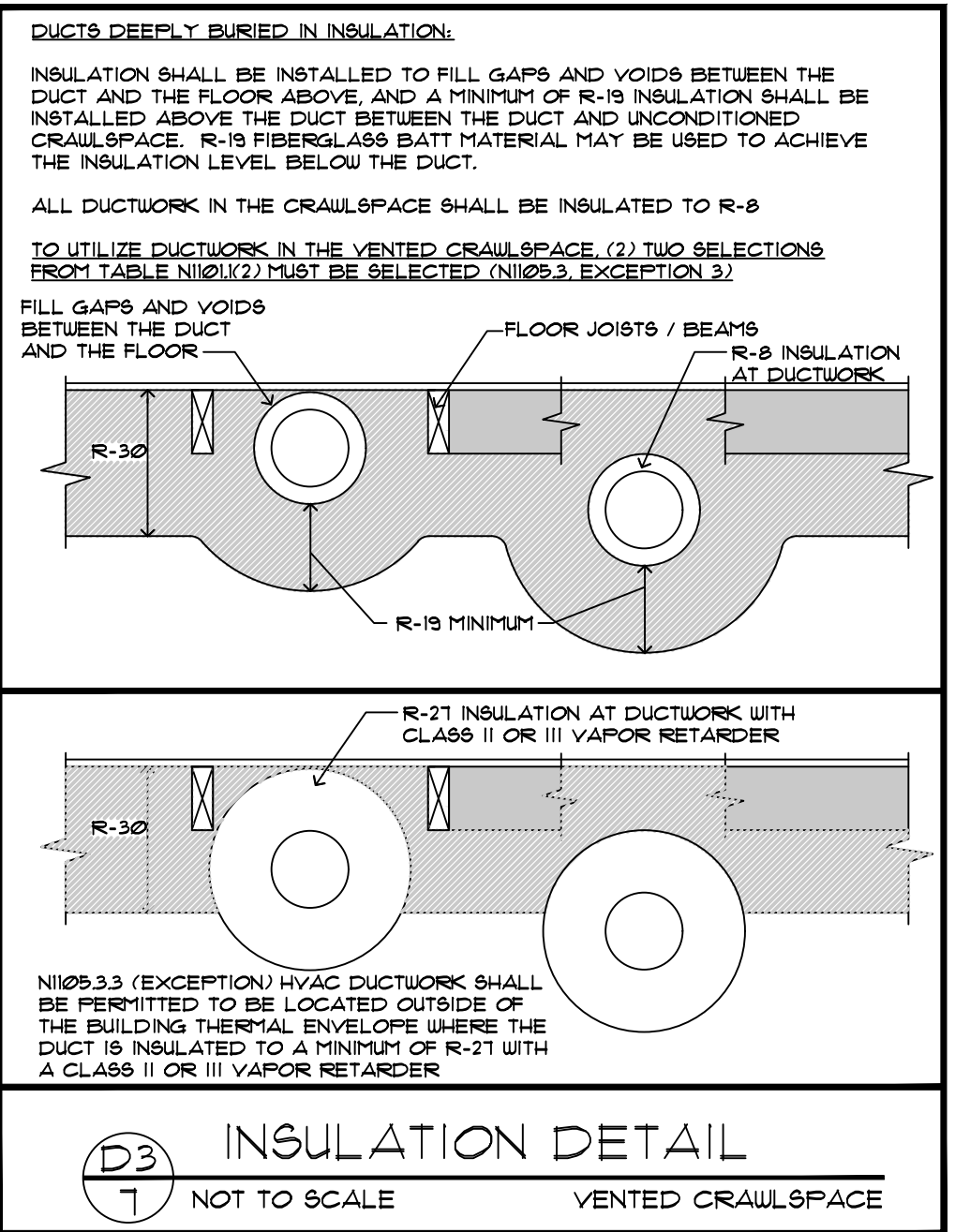
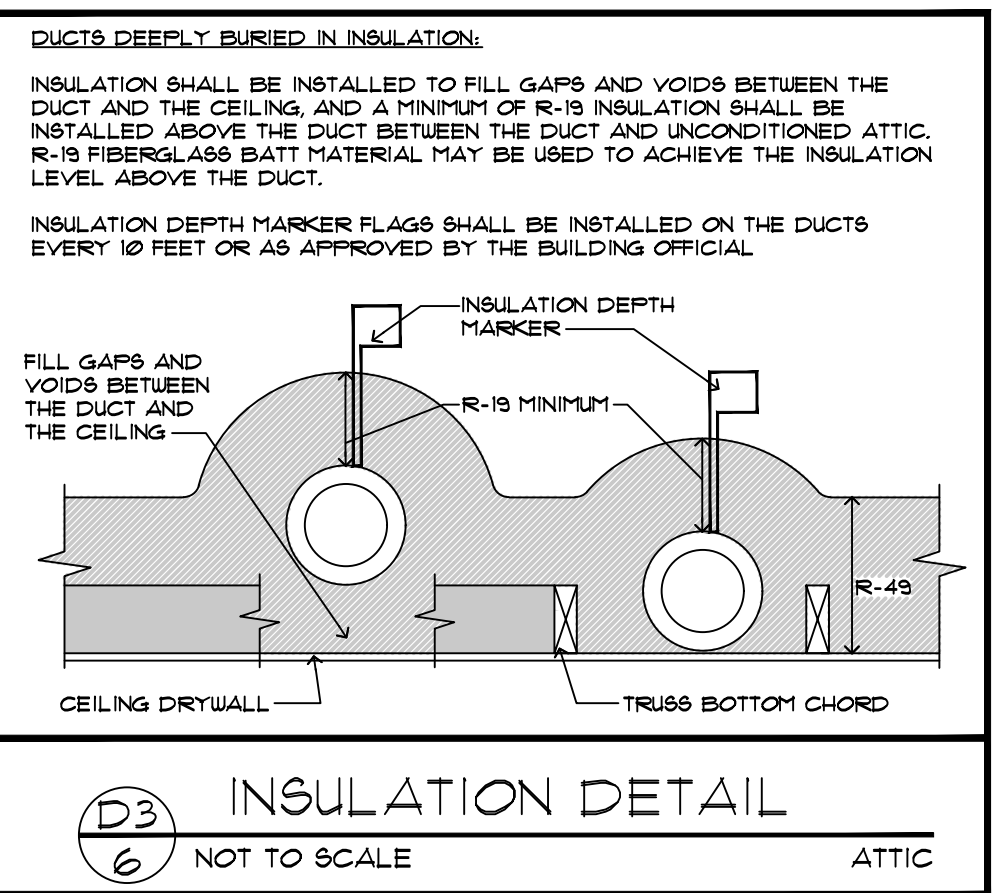
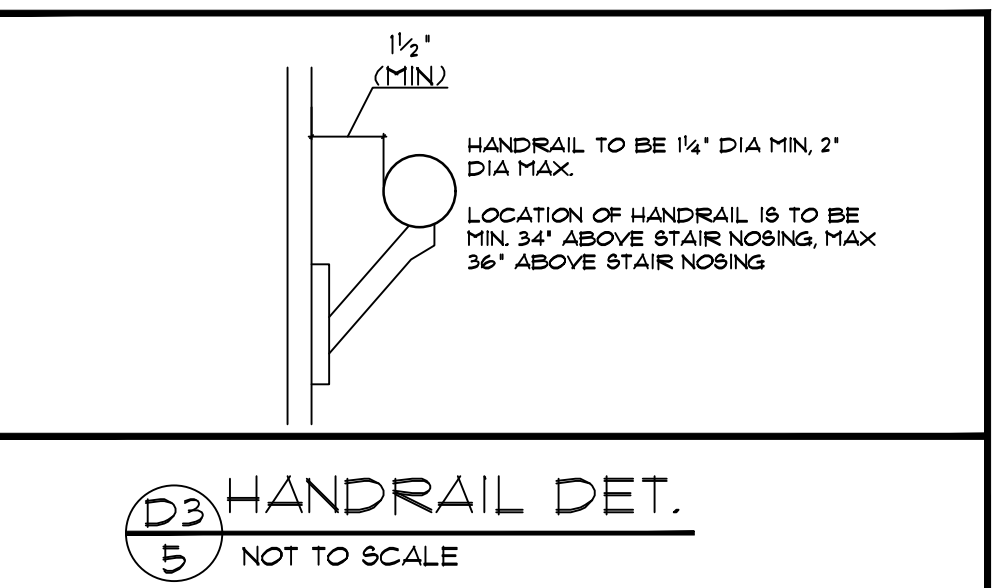
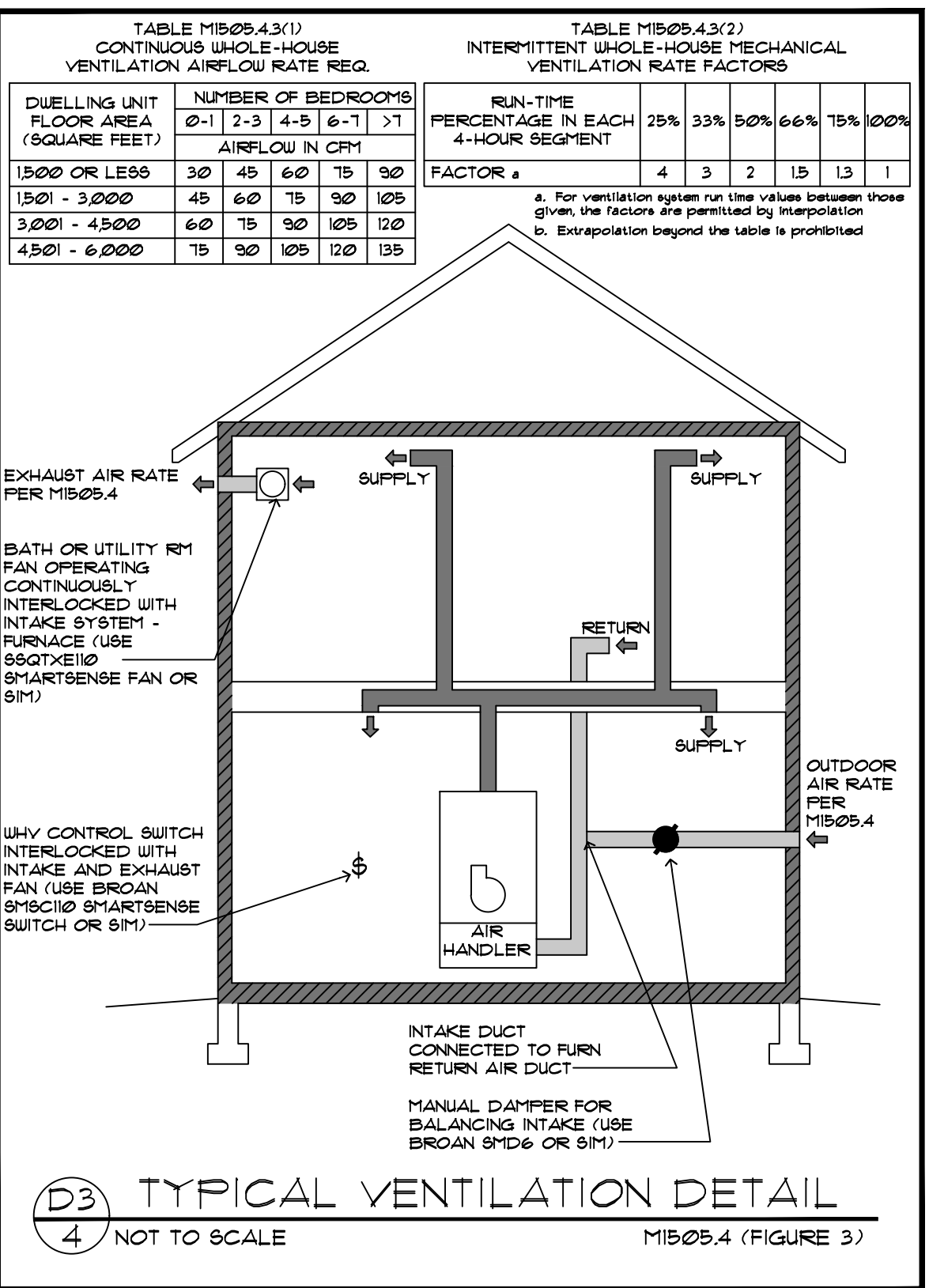
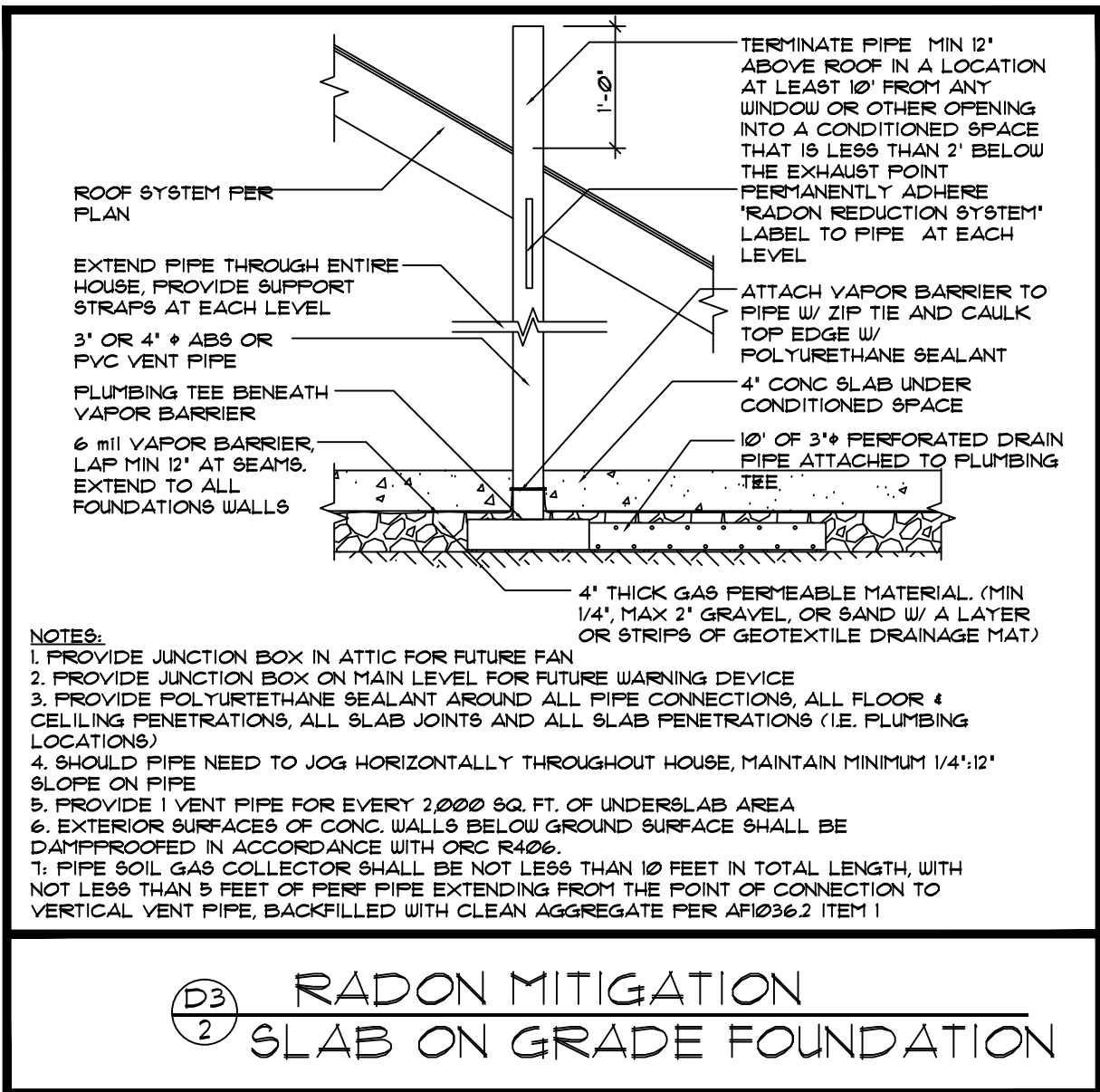
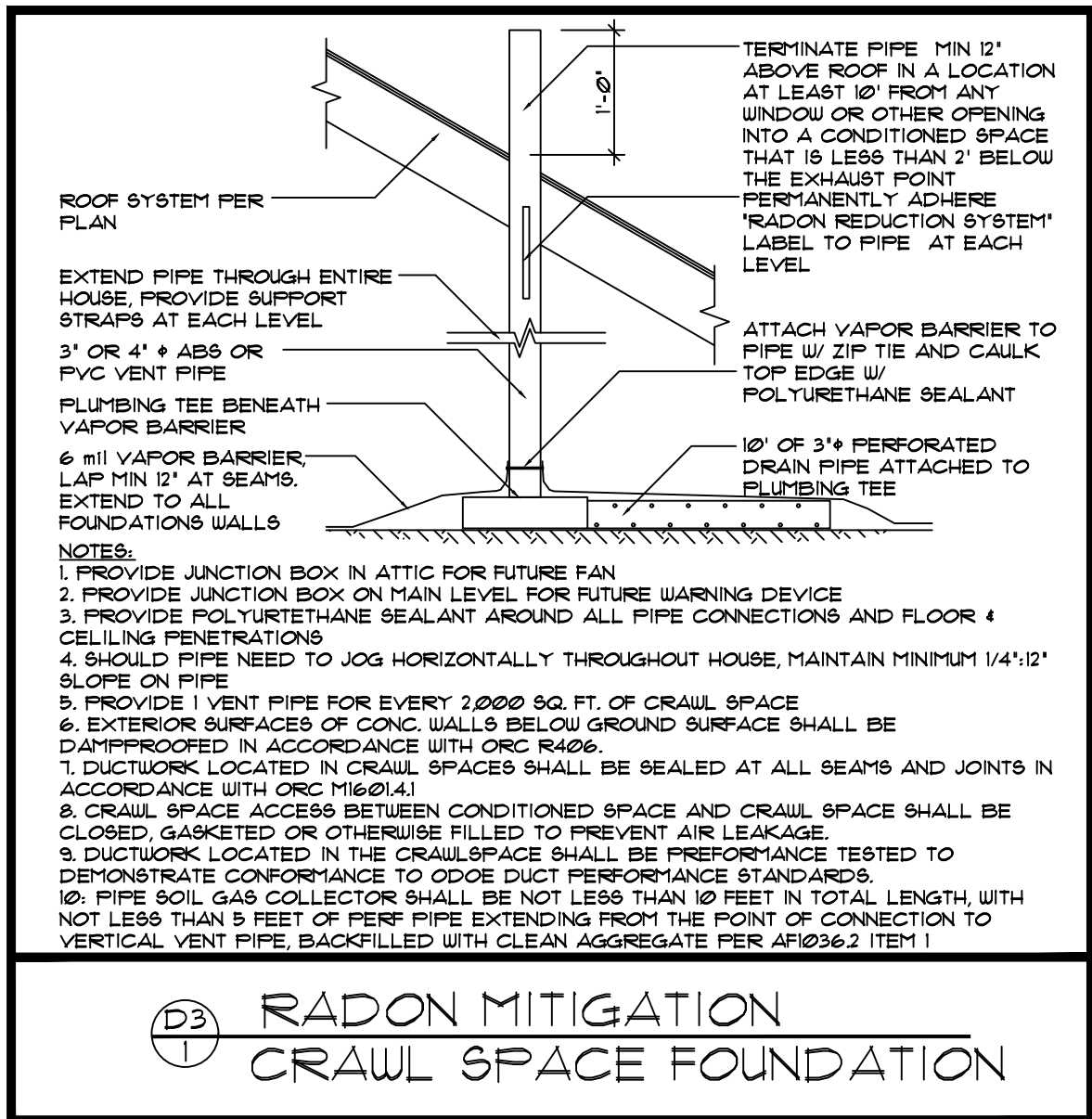
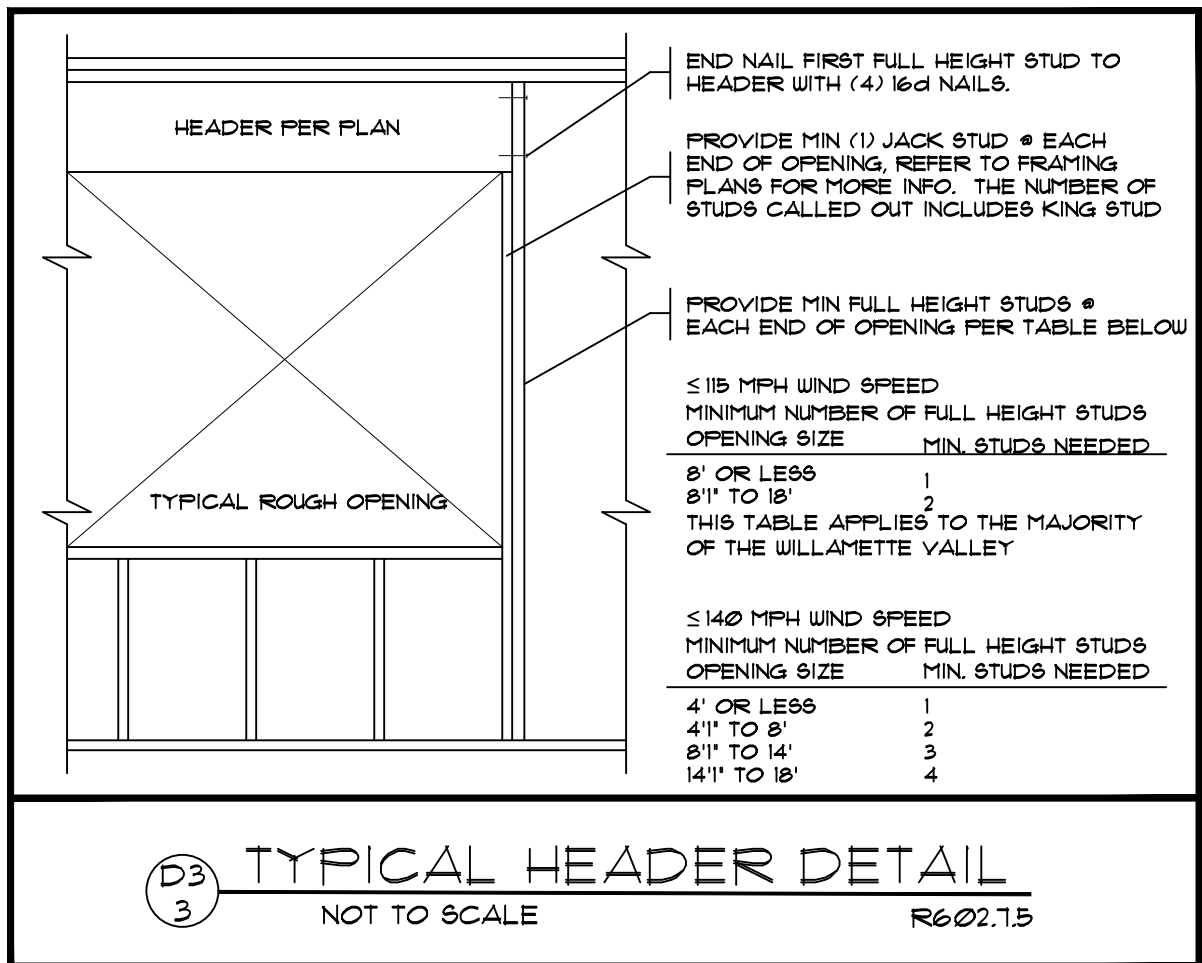
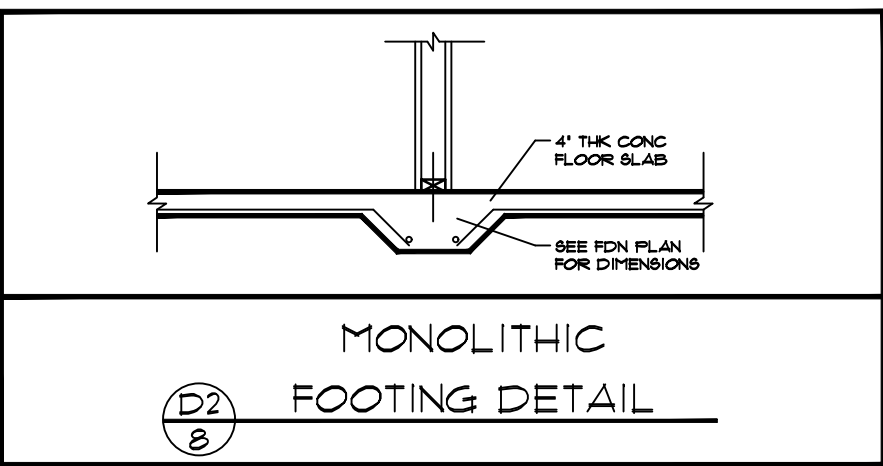
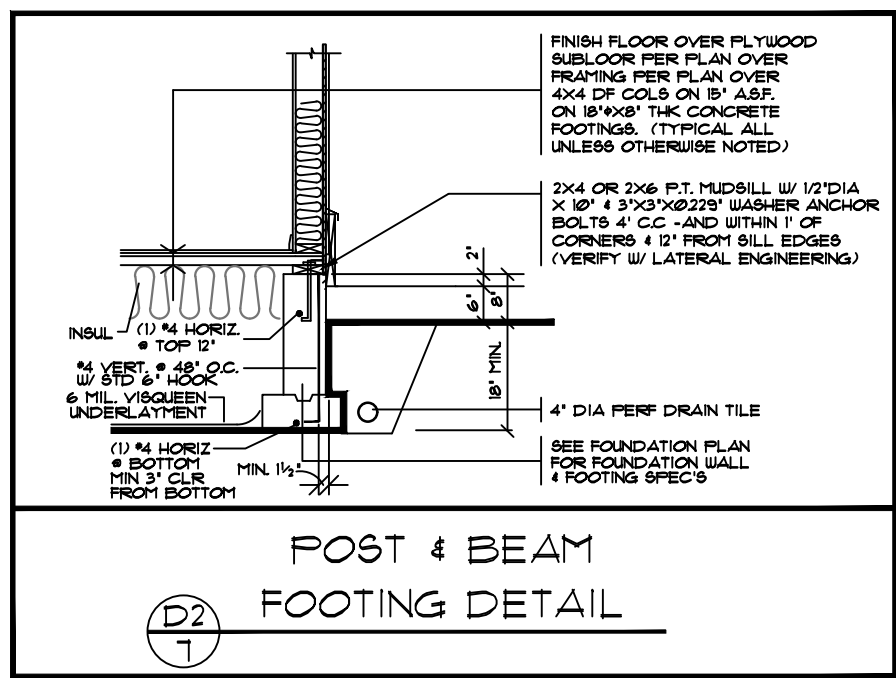
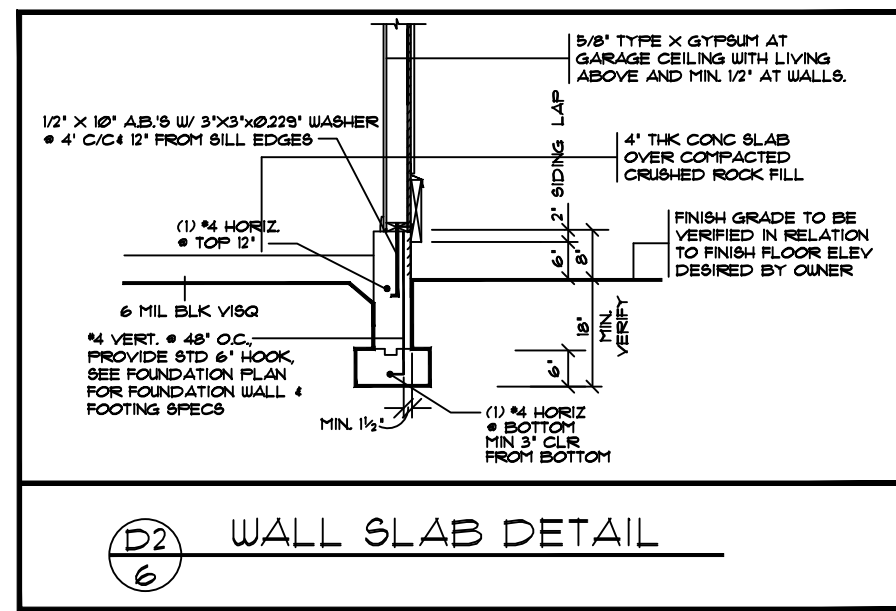
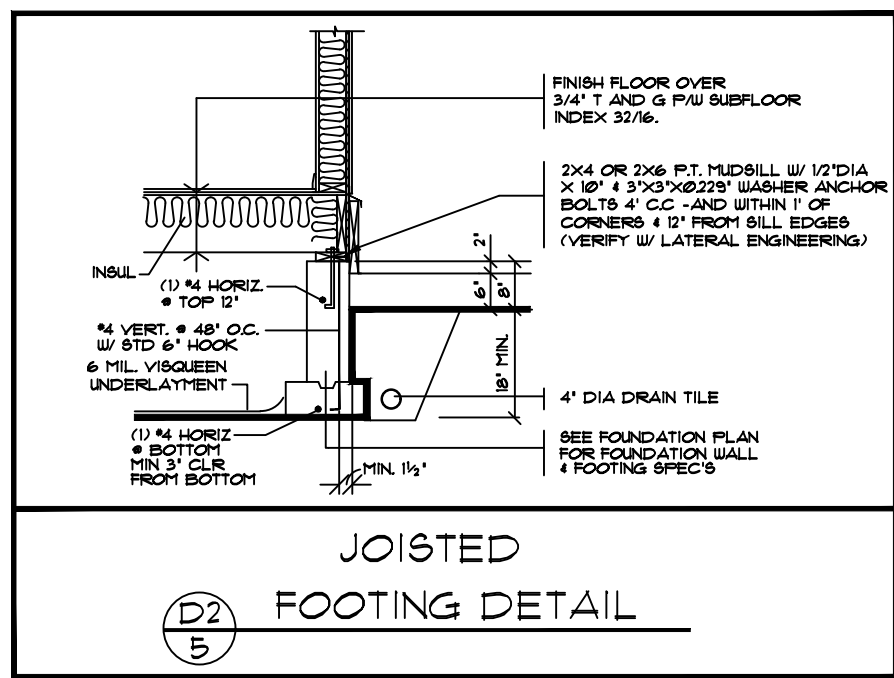
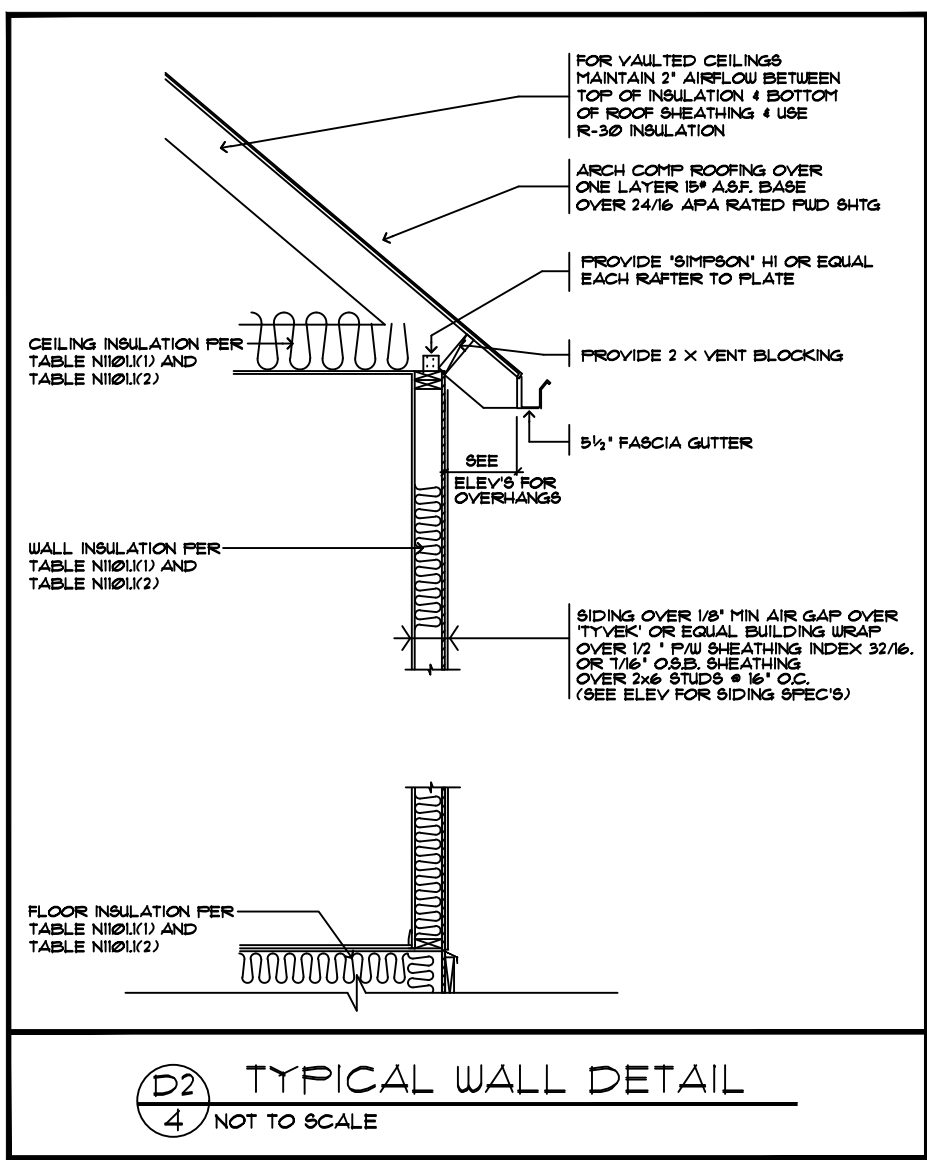
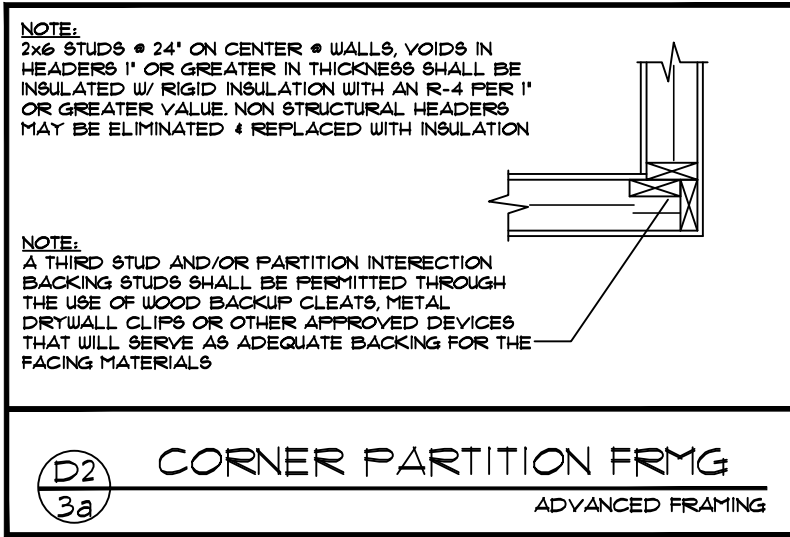
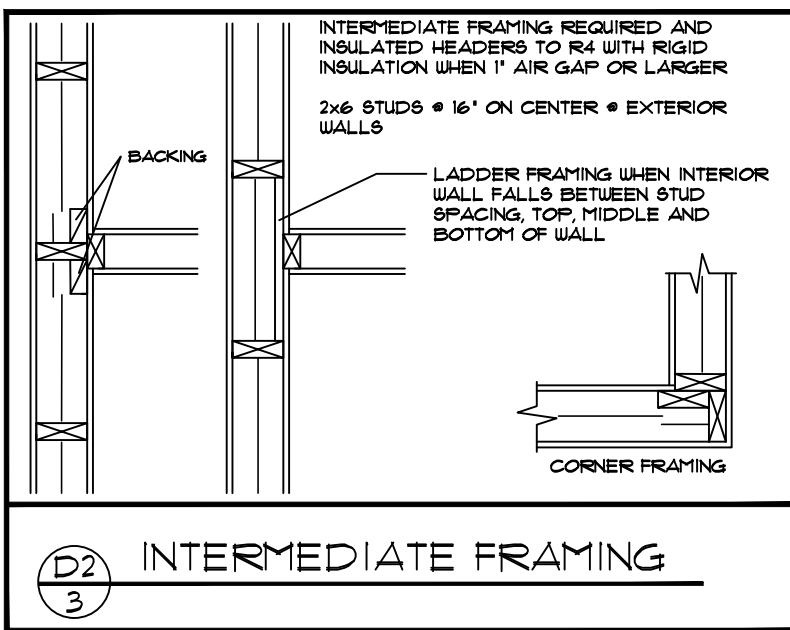
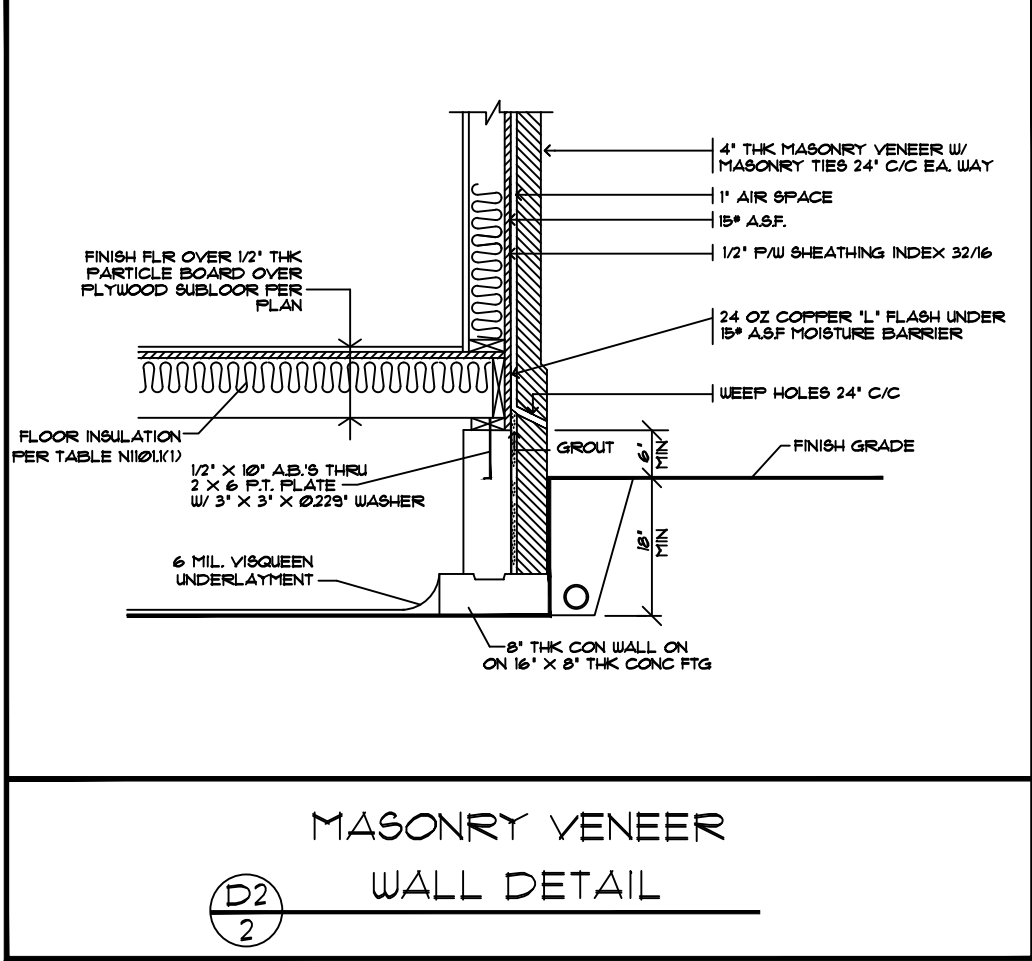
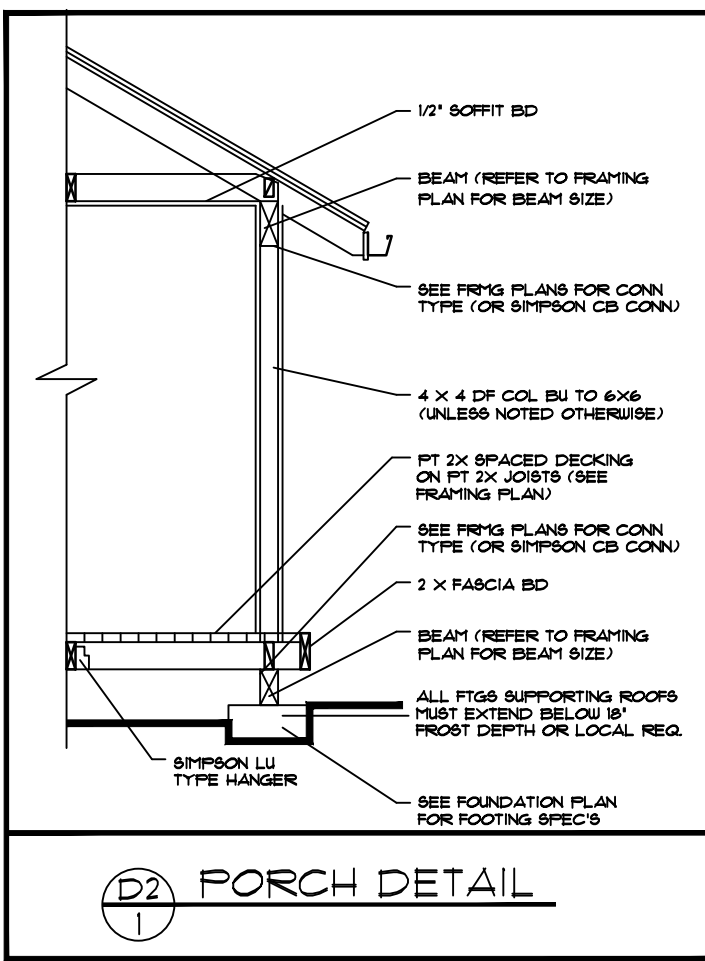


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SHEET-DETAILS

DATE: 07/08

D1



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SHEET: DETAILS

DATE: 12/2019

D2/D3

GENERAL NOTES

1. ALL WORK IS TO COMPLY WITH THE 2023 ORSC CODE AND ANY APPLICABLE STATE, COUNTY OR LOCAL REGULATIONS.
2. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLANS AND IS TO NOTIFY THE DESIGNER OF ANY ERRORS OR OMISSIONS PRIOR TO THE START OF CONSTRUCTION.
3. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
4. DESIGN LOADS: ROOF 30 PSF (LIVE LOAD) FLOOR 40 PSF (LIVE LOAD) STAIRS 100 PSF GARAGE FLOOR 125 PSF (10000' FT) DECKS 60 PSF (IF YOUR LOCAL AREA REQUIRES DIFFERENT DESIGN LOADS, CONSULT WITH A LOCAL STRUCTURAL ENGINEER TO DETERMINE THE APPROPRIATE REVISIONS.)
5. PROVIDE INSULATION Baffles AT EAVE VENTS BETWEEN RAFTERS.
6. ALL CARBON MONOXIDE AND SMOKE DETECTORS SHALL BE POWERED BY 110V CURRENT, CONNECTED TO HOUSE ELECT SYSTEM. INTERCONNECT WITH EACH ONE SO THAT IF ANY ONE TRIPS THEY WILL CALL SOUND. THEY SHALL ALSO HAVE A BATTERY BACKUP AND BE LOCATED IN EACH BEDROOM AND ON EACH FLOOR LEVEL. GUARDRAILS SHALL HAVE INTERMEDIATE RAILS SPACED SUCH THAT A SPHERE 4" IN DIA. CANNOT PASS THROUGH.
7. PROVIDE GROUNDING ELECTRODE AT ELECTRICAL SERVICE CONSISTING OF A MINIMUM 20' LENGTH OF 1/2" STEEL REINFORCEMENT OF FOOTINGS. ELECTRODE SHALL EXTEND 12" MIN. ABOVE THE FLATE AND TO AT LEAST 12" ABOVE THE MIDDLE THIRD POINTS AT THE ENDS OF THE MEMBER SHALL NOT EXCEED ONE-FOURTH THE DEPTH OF THE MEMBER. THE TENSION SIDE OF MEMBERS 4" (102mm) OR GREATER IN NOMINAL THICKNESS SHALL NOT BE NOTCHED EXCEPT AT ENDS OF THE MEMBERS. THE DIAMETER OF HOLES BORED OR CUT INTO MEMBERS SHALL NOT EXCEED ONE-THIRD THE DEPTH OF THE MEMBER. HOLES SHALL NOT BE CLOSER THAN 2" TO THE TOP OR BOTTOM OF THE MEMBER OR TO ANY OTHER HOLE LOCATED IN THE MEMBER. WHERE THE MEMBER IS ALSO NOTCHED, THE HOLE SHALL NOT BE CLOSER THAN 2" (51mm) TO THE NOTCH.
8. STUDS IN AN EXTERIOR WALL OR LOAD-BEARING PARTITIONS SHALL BE PERMITTED TO BE CUT OR NOTCHED TO A DEPTH NOT EXCEEDING 25% OF ITS WIDTH. STUDS IN NON-LOAD-BEARING PARTITIONS SHALL BE PERMITTED TO BE NOTCHED TO A DEPTH NOT TO EXCEED 40% OF A SINGLE STUD WIDTH. STUDS SHALL BE PERMITTED TO BE BORED OR DRILLED; PROVIDED THAT THE DIAMETER OF THE RESULTING HOLE IS NO GREATER THAN 40% OF THE STUD WIDTH. THE EDGE OF THE HOLE IS NO CLOSER THAN 5/8" (15.9mm) TO THE EDGE OF THE STUD, AND THE HOLE IS NOT LOCATED IN THE SAME SECTION AS A CUT OR NOTCH.
9. INSTALL ALL HORIZONTAL MEMBERS WITH CROWN UP.
10. ALL MEMBERS IN BEARING SHALL BE ACCURATELY CUT AND ALIGNED SO THAT FULL BEARING IS PROVIDED WITHOUT USE OF BOLTS. BEARING JOISTS SHALL HAVE FULL BLOCKING OR SUPPORT UNDER.
11. ALL JOISTS SHALL HAVE A MINIMUM OF 2" BEARING AT SUPPORTS. LANDING JOISTS SHALL HAVE 6" LAPs CENTERED OVER INTERIOR SUPPORTS.
12. LEDGERS AND STUD WALL FOUNDATION SILL PLATES SHALL BE BOLTED TO CONCRETE W/ ANCHOR BOLTS AND SILL AND STUD SPACING AS SHOWN ON DRAWINGS. AT LEAST TWO BOLTS SHALL BE PROVIDED FOR EACH PIECE W/ ONE BOLT WITHIN 12" OF EACH END.
13. ALL PLYWOOD WALL SHEATHING SHALL BE APPLIED AS FOLLOWS: CENTER VERTICAL JOINTS OVER STUDS AND CENTER HORIZONTAL JOINT OVER 2" BLOCKING OR PLATE. NAIL TOP OF PANELS TO DOUBLE TOP PLATE, AND NAIL BOTTOM OF PANELS TO ANCHORED SILL PLATE. APPLY GYPSUM BOARD TO BOTH ENDS OF JOISTS. ADJACENT COURSE DO NOT OCCUR AT THE SAME STUD.
14. SPECIFICATIONS AND DRAWINGS INDICATE FINISHED STRUCTURE. BUILDER SHALL BE RESPONSIBLE FOR CONSTRUCTION METHODS, PROCEDURES, AND CONDITIONS (INCLUDING SAFETY), EXCEPT AS SPECIFICALLY INDICATED OTHERWISE IN THE CONTRACT DOCUMENTS.
15. CONSTRUCTION LOADS SHALL NOT OVERLOAD STRUCTURE NOR SHALL THEY BE IN EXCESS OF DESIGN LOADINGS INDICATED ON DRAWINGS.
16. BUILDER SHALL VERIFY ALL MATERIALS, DIMENSIONS, AND CONDITIONS SHOWN ON STRUCTURAL DRAWINGS OR NOTED IN STRUCTURAL SPECIFICATIONS. ANY VARIANCES WITHIN STRUCTURAL DRAWINGS AND SPECIFICATIONS, OR WITHIN CONDITIONS ENCOUNTERED AT JOB SITE, SHALL BE REPORTED TO OWNER IN WRITING BEFORE COMMENCEMENT OF ANY WORK EFFECTED BY SUCH VARIANCE.
17. BUILDER SHALL RIGIDLY ADHERE TO ALL LAWS, CODES, AND ORDINANCES WHICH APPLY TO THIS WORK. HE SHALL NOTIFY AND RECEIVE ANY PERMITS REQUIRED IN WRITING OF ANY VARIATIONS BETWEEN CONTRACT DOCUMENTS AND GOVERNING REGULATIONS.
18. ALL MANUFACTURED MATERIALS, COMPONENTS, FASTENERS, ASSEMBLIES, ETC., SHALL BE HANDLED AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND PROVISIONS OF APPLICABLE ICBO RESEARCH RECOMMENDATIONS, WHERE SPECIFIC MANUFACTURED PRODUCTS ARE CALLED FOR. GENERIC MATERIALS MUST MEET APPLICABLE STANDARDS AND SPECIFICATIONS MAY BE USED.
19. NO VARIANCE BY A BUILDING OFFICIAL SHALL BE BINDING ON DESIGNER.
20. BUILDER SHALL INVESTIGATE SITE DURING CLEARING AND EARTHWORK OPERATIONS FOR FILLED EXCAVATIONS OR BURIED STRUCTURES SUCH AS CESS, POOLS, CISTERNS, FOUNDATIONS, ETC. IF ANY SUCH ITEMS ARE FOUND, OWNER SHALL BE NOTIFIED IMMEDIATELY.
21. CARBON MONOXIDE DETECTORS SHALL BE PROVIDED IN ANY HOME WITH A GAS APPLIANCE. ONE SHALL BE LOCATED WITHIN EACH BEDROOM OR WITHIN 15' OR OF EACH BEDROOM DOOR. BEDROOMS ON SEPARATE FLOORS REQUIRE SEPARATE DETECTORS.
22. DISCHARGE COOKTOP RANGE VENT DUCTED TO OUTSIDE AIR WITH MIN 150 CFM INTERMITTENT RATED FAN.

FOUNDATION NOTES

1. FOOTINGS ARE TO BEAR ON UNDISTURBED LEVEL SOIL DEVOID OF ANY ORGANIC MATERIAL AND STEPPED AS REQUIRED TO MAINTAIN THE REQUIRED DEPTH BELOW THE FINAL GRADE.
2. SOIL BEARING PRESSURE ASSUMED TO BE 1500 PSF.
3. ANY FILL UNDER GRADE SUPPORTED SLABS TO BE A MINIMUM OF 4" GRANULAR MATERIAL COMPACTED TO 95%.
4. CONCRETE TO DEVELOP A MIN. OF 2500 PSI AT 28 DAYS WITH A MIN. OF 6 BAGS OF CEMENT PER YARD AND A MAXIMUM SLUMP OF 4".
5. CONCRETE SLABS TO HAVE CONTROL JOINTS AT 25' (MAXIMUM) INTERVALS EA. WAY.
6. CONCRETE SIDEWALKS TO HAVE 3/4" TOoled JOINTS AT 5' O.C. (MINIMUM).
7. REINFORCING STEEL TO BE A-615 GRADE 60, WELDED WIRE MESH TO BE A-18.
8. EXCAVATE THE SITE TO PROVIDE A MINIMUM OF 18" CLEARANCE UNDER ALL GIRDERS.
9. COVER ENTIRE CRAWLSPACE WITH 6 MIL BLACK 'VISQUEEN' AND EXTEND UP THE STEM WALL 12" (MIN).
10. PROVIDE A MINIMUM OF 150 FT OF VENTILATION AREA FOR EACH 150 SQ FT OF CRAWLSPACE AREA. VENTS SHALL HAVE 1/4" OPENINGS IN CORROSIVE RESISTANT SCREEN.
11. ALL WOOD IN CONTACT WITH CONCRETE TO BE PRESURE TREATED OR PROTECTED WITH 30" ROLL ROOFING.
12. BEAM POCKETS IN CONCRETE TO HAVE 1/2" AIRSPACE AT SIDES AND ENDS WITH A MINIMUM BEARING OF 3".
13. PROVIDE CRAWLSPACE DRAIN AS PER SEC. R409.1 OF ORSC.
14. THE GRADE AWAY FROM FND WALLS SHALL FALL 6" MIN. WITHIN FIRST 10'.
15. SLOPE FOR PERMANENT FILLS AND CUT SLOPES SHALL NOT EXCEED 2 UNITS HORIZ. TO 1 UNIT VERT.
16. BACKFILL SHALL NOT BE PLACED UNTIL WALL HAS SUFFICIENT STRENGTH AND HAS BEEN ANCHORED TO FLOOR ABOVE ON WALLS W/ MORE THAN 4" UNBALANCED BACKFILL.
17. BUILDER SHALL BE RESPONSIBLE FOR SUPPORT OF ALL TEMPORARY EMBANKMENTS AND EXCAVATIONS.
18. FOOTINGS SHALL BE FOUNDED ON FIRM, UNDISTURBED, NATIVE, FREE DRAINING SOILS. CONDITIONS FOUND TO BE OTHERWISE SHALL BE REPORTED TO OWNER.
19. ALL GROUND OVER WHICH FOOTINGS AND SLABS-ON-GRADE ARE TO BE PLACED SHALL BE FREE OF EXPANSIVE OR COMPRESSIBLE DEBRIS AND ORGANIC MATERIAL.
20. FOOTINGS AND SLABS-ON-GRADE CONCRETE SHALL NOT BE PLACED ON MUDDY OR FROZEN GROUND. SUB-GRADE FOR SLABS-ON-GRADE WHERE VAPOR BARRIER IS NOT REQUIRED SHALL BE DAMP AT TIME OF CONCRETE PLACEMENT.
21. WOOD SOLE PLATES AT ALL EXTERIOR WALLS ON MONOLITHIC SLABS, AT ALL INTERIOR BRACE WALL PANELS ON MONOLITHIC SLABS AND AT ALL WOOD SILL PLATES SHALL BE ANCHORED TO THE FOUNDATION WITH MIN 1/2"x12" BOLTS AT 6' O.C. A 0229"x3"x3" WASHER SHALL BE TIGHTENED ON EACH ANCHOR BOLT. INSTALL MIN (2) BOLTS AT THE MIDDLE THIRD POINTS OF EACH PLATE.

FRAMING NOTES

1. ALL EXTERIOR WALL AND BEARING WALL OPENINGS TO HAVE D.F. 2' 4x12 HEADER, OTHERWISE KNOWN AS 'STD HDR' OR 'STANDARD HEADER' UNLESS OTHERWISE INDICATED.
2. JOISTS THAT ARE ATTACHED TO FLUSH JOISTS ARE TO BE HUNG WITH 'BRIFSON' LU TYPE OR EQUIV.
- 2b. DOUBLE JOISTS THAT ARE ATTACHED TO FLUSH BMs ARE TO BE HUNG WITH 'BRIFSON' LU18 TYPE OR EQUIV.
3. PROVIDE DOUBLE JOISTS UNDER ALL PARALLEL PARTITIONS OVER.
4. PROVIDE FIRESTOPPING, DRAFTSTOPS & FIRESTOPS AS PER THE ORSC SEC R602.8
5. LUMBER SPECIES: NO2 DOUG FIR A. POSTS, BEAMS, HEADERS JOISTS AND RAFTERS B. SILLS, PLATES, BLOCKING BRIDGINGS, ETC. C. STUDS D. POST AND BEAM DECKING E. PLYWOOD SHEATHING F. GLU-LAM BEAMS STUD GRADE D.F. UTILITY GRADE D.F. 3/4" CDX FLY. 32/16 10-2400, DRY ADH.
6. NAILING SCHEDULE SEE TABLE 602.3(1)
7. NOTCHES IN SOLID LUMBER JOISTS, RAFTERS, AND BEAMS SHALL NOT EXCEED ONE-SIXTH OF THE DEPTH OF THE MEMBER. SHALL NOT BE LONGER THAN ONE-THIRD OF THE DEPTH OF THE MEMBER AND SHALL NOT BE LOCATED IN THE MIDDLE ONE-THIRD OF THE SPAN. NOTCHES AT THE ENDS OF THE MEMBER SHALL NOT EXCEED ONE-FOURTH THE DEPTH OF THE MEMBER. THE TENSION SIDE OF MEMBERS 4" (102mm) OR GREATER IN NOMINAL THICKNESS SHALL NOT BE NOTCHED EXCEPT AT ENDS OF THE MEMBERS. THE DIAMETER OF HOLES BORED OR CUT INTO MEMBERS SHALL NOT EXCEED ONE-THIRD THE DEPTH OF THE MEMBER. HOLES SHALL NOT BE CLOSER THAN 2" TO THE TOP OR BOTTOM OF THE MEMBER OR TO ANY OTHER HOLE LOCATED IN THE MEMBER. WHERE THE MEMBER IS ALSO NOTCHED, THE HOLE SHALL NOT BE CLOSER THAN 2" (51mm) TO THE NOTCH.
8. STUDS IN AN EXTERIOR WALL OR LOAD-BEARING PARTITIONS SHALL BE PERMITTED TO BE CUT OR NOTCHED TO A DEPTH NOT EXCEEDING 25% OF ITS WIDTH. STUDS IN NON-LOAD-BEARING PARTITIONS SHALL BE PERMITTED TO BE NOTCHED TO A DEPTH NOT TO EXCEED 40% OF A SINGLE STUD WIDTH. STUDS SHALL BE PERMITTED TO BE BORED OR DRILLED; PROVIDED THAT THE DIAMETER OF THE RESULTING HOLE IS NO GREATER THAN 40% OF THE STUD WIDTH. THE EDGE OF THE HOLE IS NO CLOSER THAN 5/8" (15.9mm) TO THE EDGE OF THE STUD, AND THE HOLE IS NOT LOCATED IN THE SAME SECTION AS A CUT OR NOTCH.
9. INSTALL ALL HORIZONTAL MEMBERS WITH CROWN UP.
10. ALL MEMBERS IN BEARING SHALL BE ACCURATELY CUT AND ALIGNED SO THAT FULL BEARING IS PROVIDED WITHOUT USE OF BOLTS. BEARING JOISTS SHALL HAVE FULL BLOCKING OR SUPPORT UNDER.
11. ALL JOISTS SHALL HAVE A MINIMUM OF 2" BEARING AT SUPPORTS. LANDING JOISTS SHALL HAVE 6" LAPs CENTERED OVER INTERIOR SUPPORTS.
12. LEDGERS AND STUD WALL FOUNDATION SILL PLATES SHALL BE BOLTED TO CONCRETE W/ ANCHOR BOLTS AND SILL AND STUD SPACING AS SHOWN ON DRAWINGS. AT LEAST TWO BOLTS SHALL BE PROVIDED FOR EACH PIECE W/ ONE BOLT WITHIN 12" OF EACH END.
13. ALL PLYWOOD WALL SHEATHING SHALL BE APPLIED AS FOLLOWS: CENTER VERTICAL JOINTS OVER STUDS AND CENTER HORIZONTAL JOINT OVER 2" BLOCKING OR PLATE. NAIL TOP OF PANELS TO DOUBLE TOP PLATE, AND NAIL BOTTOM OF PANELS TO ANCHORED SILL PLATE. APPLY GYPSUM BOARD TO BOTH ENDS OF JOISTS. ADJACENT COURSE DO NOT OCCUR AT THE SAME STUD.

SECTION N1107 LIGHTING

ALL PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL CONTAIN HIGH EFFICACY LAMPS, SCREW-IN COMPACT FLUORESCENT AND LED LAMPS COMPLY WITH THIS REQUIREMENT. EXCEPTION: TWO PERMANENTLY INSTALLED LIGHTING FIXTURES ARE NOT REQUIRED TO HAVE HIGH EFFICACY LAMPS.

ALL EXTERIOR LIGHTING FIXTURES AFFIXED TO THE EXTERIOR OF THE BUILDING SHALL CONTAIN HIGH EFFICACY LAMPS. EXCEPTION: TWO PERMANENTLY INSTALLED LIGHTING FIXTURES ARE NOT REQUIRED TO HAVE HIGH EFFICACY LAMPS.

R324.7.3 SOLAR INTERCONNECTION PATHWAY

A SQUARE METAL JUNCTION BOX NOT LESS THAN 4 INCHES BY 4 INCHES WITH A METAL BOX COVER SHALL BE PROVIDED WITHIN 24 INCHES HORIZONTALLY OR VERTICALLY OF THE MAIN ELECTRICAL PANEL. A MINIMUM 1/4 INCH NONFLEXIBLE METAL RACEWAY SHALL EXTEND FROM THE JUNCTION BOX TO A CAPPED ROOF TERMINATION OR TO AN ACCESSIBLE LOCATION IN THE ATTIC WITH A VERTICAL CLEARANCE NOT LESS THAN 36 INCHES. WHERE RACEWAY TERMINATES IN THE ATTIC, THE TERMINATION SHALL BE LOCATED NOT LESS THAN 6 INCHES ABOVE THE INSULATION. THE END OF THE RACEWAY SHALL BE MARKED AS 'RESERVED FOR SOLAR'.

TWO BLANK SPOTS IN THE ELECTRICAL PANEL SHALL BE RESERVED FOR SOLAR

TRUSS NOTE

SUBMIT TRUSS DESIGN FOR ENGINEERING PRIOR TO FABRICATION & VERIFY LOCATION OF GIRDER TRUSSES W/ TRUSS COMPANY PRIOR TO FORMING FOUNDATION WALLS AS TO PROVIDE FOR ADDITIONAL LOADING FROM VARYING TRUSS DESIGN.

VERIFY ALL TRUSS SPANS & CONFIGURATIONS ON JOB SITE PRIOR TO FABRICATION.

HVAC NOTE

EACH HVAC SYSTEM SHALL BE PROVIDED WITH AT LEAST ONE THERMOSTAT FOR THE REGULATION OF TEMPERATURE PER N105.4.1

THERMOSTATS SHALL HAVE READILY ACCESSIBLE MEANS FOR REDUCING ENERGY FOR HEATING AND COOLING DURING PERIODS OF REDUCED NEEDS

THE THERMOSTAT SHALL MEET 'ENERGY STAR' SMART THERMOSTAT CRITERIA WITH MIN. CONTROL FEATURE OF EITHER INTEGRAL OCCUPANCY OR GEOPENCING OR APPROVED EQUIVALENT

ELECTRICAL REQUIREMENTS

- LIGHTING REQUIREMENTS:
- AT LEAST ONE WALL SWITCH-CONTROLLED LIGHTING OUTLET SHALL BE INSTALLED IN EVERY HABITABLE ROOM AND IN BATHROOMS, HALLWAYS, STAIRWAYS, ATTACHED GARAGES, DETACHED GARAGES PROVIDED WITH ELECTRICAL POWER AND AT THE EXTERIOR SIDE OF EGRESS DOORS.
- STAIRWAY LIGHTING CONTROL:
- ALL INTERIOR AND EXTERIOR STAIRWAYS SHALL BE PROVIDED WITH A MEANS OF ILLUMINATION TO THE STAIR, INCLUDING THE LANDINGS AND TREADS, TO BE CONTROLLED BY A WALL SWITCH AT EACH FLOOR LEVEL. INTERIOR STAIRS SHALL BE PROVIDED WITH AN ARTIFICIAL LIGHT SOURCE LOCATED IN THE IMMEDIATE VICINITY OF EACH LANDING AT THE TOP AND BOTTOM OF THE STAIR. EXTERIOR STAIRS SHALL BE PROVIDED WITH AN ARTIFICIAL LIGHT SOURCE LOCATED IN THE IMMEDIATE VICINITY OF THE TOP LANDING OF THE STAIR. EXCEPTION: WHERE THE DIFFERENCE BETWEEN FLOOR LEVELS REQUIRES LESS THAN 6 STAIR RISERS.
- FIXTURES IN CLOTHES CLOSETS:
- SURFACE MOUNTED FLUORESCENT FIXTURES SHALL BE INSTALLED ON THE WALL ABOVE THE DOOR OR ON THE CEILING, PROVIDED THERE IS A MINIMUM CLEARANCE OF 6" BETWEEN THE FIXTURE AND THE NEAREST POINT OF A STORAGE SPACE.
- WET OR DAMP LOCATIONS:
- FIXTURES INSTALLED IN WET OR DAMP LOCATIONS SHALL BE INSTALLED SO THAT WATER CANNOT ENTER OR ACCUMULATE IN WIRING COMPARTMENTS, LAMP HOLDERS OR OTHER ELECTRICAL PARTS. ALL FIXTURES INSTALLED IN WET LOCATIONS SHALL BE MARKED 'SUITABLE FOR WET LOCATIONS'. ALL FIXTURES INSTALLED IN DAMP LOCATIONS SHALL BE MARKED 'SUITABLE FOR WET LOCATIONS' OR 'SUITABLE FOR DAMP LOCATIONS'.
- LIGHT SWITCH ACCESS:
- ALL LIGHT SWITCHES SHALL BE LOCATED TO ALLOW OPERATION FROM A READILY ACCESSIBLE LOCATION.
- RECEPTACLE OUTLET REQUIREMENTS:
- IN EVERY KITCHEN, FAMILY ROOM, DINING ROOM, LIVING ROOM, DEN, BEDROOM, OR SIMILAR ROOM OR AREA OF DUELLING UNITS, RECEPTACLE OUTLETS SHALL BE INSTALLED SO THAT NO POINT ALONG THE FLOOR LINE IN ANY WALL SPACE MORE THAN 6 FEET MEASURED HORIZONTALLY FROM AN OUTLET IN THAT SPACE, INCLUDING ANY WALL SPACE THAT IS 2 FEET OR MORE IN WIDTH.
- KITCHENS:
- RECEPTACLE OUTLETS, WITH GFI PROTECTION, SHALL BE INSTALLED EVERY 24' ON ALL COUNTER SPACES THAT MEASURE 12" OR WIDER.
- BATHROOMS:
- AT LEAST ONE WALL RECEPTACLE OUTLET, WITH GFI PROTECTION, SHALL BE INSTALLED IN BATHROOMS ADJACENT TO EACH BATHIN LOCATION.
- OUTDOORS:
- AT LEAST ONE RECEPTACLE OUTLET, WITH GFI PROTECTION, SHALL BE INSTALLED OUTDOORS AT THE FRONT AND BACK OF EACH DUELLING UNIT HAVING DIRECT ACCESS TO GRADE.
- HALLWAYS:
- HALLWAYS OF 10 FEET OR MORE IN LENGTH SHALL HAVE AT LEAST ONE RECEPTACLE OUTLET.
- HVAC OUTLETS:
- A CONVENIENCE RECEPTACLE OUTLET SHALL BE INSTALLED FOR THE SERVICING OF HEATING, AIR-CONDITIONING AND REFRIGERATION EQUIPMENT LOCATED IN ATTICS AND CRAWL SPACES.
- WET LOCATIONS:
- A RECEPTACLE INSTALLED IN A WET LOCATION SHALL BE IN A WEATHER PROOF ENCLOSURE, THE INTEGRITY OF WHICH IS NOT AFFECTED WHEN THE ATTACHMENT PLUG CAP IS INSERTED.

*ADDITIONAL INFORMATION CAN BE FOUND IN THE OREGON RESIDENTIAL SPECIALTY CODE BOOK IN SECTIONS:

- E31-404 SWITCHES
- E31-406 RECEPTACLE OUTLETS
- E31-410 LIGHTING OUTLETS

HIGH-EFFICIENCY INTERIOR LIGHTING SYSTEM:

ALL PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL CONTAIN HIGH EFFICACY LAMPS, SCREW-IN COMPACT FLUORESCENT AND LED LAMPS COMPLY WITH THIS REQUIREMENT. (EXCEPTION: TWO PERMANENTLY INSTALLED LIGHTING FIXTURES ARE NOT REQUIRED TO HAVE HIGH EFFICACY LAMPS)

HIGH-EFFICIENCY EXTERIOR LIGHTING SYSTEM:

ALL EXTERIOR LIGHTING FIXTURES AFFIXED TO THE EXTERIOR OF THE BUILDING SHALL CONTAIN HIGH EFFICACY LAMPS. (EXCEPTION: TWO PERMANENTLY INSTALLED LIGHTING FIXTURES ARE NOT TO HAVE HIGH EFFICACY LAMPS)

TABLE N1101.1(1) PERSCRPTIVE ENVELOPE REQUIREMENTS

BUILDING COMPONENT	MIN. REQUIRED VALUE
WALL INSULATION- ABOVE GRADE	R-21 INTERMEDIATE c
WALL INSULATION- BELOW GRADE *	R-15 c, 1/R21
FLAT CEILINGs	R-49
VAULTED CEILINGs	R-30 RAFTER OR R-30A g, 1/ R-30OR TRUSS
UNDERFLOORS	R-30
SLAB EDGE PERIMETER *	R-15
HEATED SLAB INTERIOR *	R-10
WINDOWs	U-027
SKYLIGHTs	U-050
EXTERIOR DOORS ^b	U-020

For S1: 1 inch = 25.4mm, 1 sq. ft. = 0.929 m², 1 degree = 0.0175 rad, n/a = not applicable

a. As allowed in Section N101.4, thermal performance of a component may be adjusted provided that overall heat loss does not exceed the total resulting from conformance to the required U-value standards. Calculations to document equivalent heat loss shall be performed using the procedure and approved U-values contained in Table N1104.1(1).

b. R-values used in this table are nominal for the insulation only in standard wood framed construction and not for the entire assembly.

c. Wall insulation requirements apply to all exterior wood framed, concrete or masonry walls that are above grade. This includes cripple walls and rim joist areas. Nominal compliance with R-21 insulation and intermediate Framing (N104.5.2) with insulated heaters.

d. Below-grade wood, concrete or masonry walls include all walls that are below grade and do not include those portions of such walls that extend more than 24 inches above grade. R-21 for insulation in framed cavity; R-15 continuous insulation.

f. Insulation levels for ceilings that have limited attic/rafter depth such as dormers, bay windows or similar features totaling not more than 150 square feet in area may be reduced to not less than R-21 when reduced, the cavity shall be filled (except for required vent spaces) R-49 insulation installed to minimum 6-inches depth at top plate exterior of structure to achieve U-factor.

g. Vaulted ceiling surface area exceeding 50 percent of the total heated space floor area shall have a U-factor no greater than U-0.026 (equivalent to R-38 rafter or scissor truss with R-38 advanced framing).

h. A - Advanced frame construction. See section N1104.6

i. Heated slab interior applies to concrete slab floors (both on and below grade) that incorporate a radiant heating system within the slab. Insulation shall be installed underneath the entire slab.

j. Sliding glass doors shall comply with window performance requirements. Windows exempt from testing in accordance with Section N1112, Item 3 shall comply with window performance requirements if constructed with thermal break aluminum or wood, or vinyl, or fiberglass frames and double pane glazing with low-emissivity coatings of 0.10 or less. Buildings designed to incorporate passive solar elements may include glazing with a U-factor greater than 0.35 by using Table N104.1(1) to demonstrate equivalence to building envelope requirements.

k. A maximum of 28 square feet of exterior door area per dwelling unit can have a U-factor of .34 or less.

l. Minimum 24 inch horizontal or vertical below grade

TABLE N101.1(2) ADDITIONAL MEASURES

1	HIGH EFFICIENCY HVAC SYSTEM: * a. GAS FIRED FURNACE OR BOILER AFUE 94% OR b. AIR SOURCED HEAT PUMP HSPF 10/14.0 SEER COOLING, OR c. GROUND SOURCED HEAT PUMP COP 3.5 OR ENERGY STAR RATED
2	HIGH EFFICIENCY WATER HEATING SYSTEM: a. NATURAL GAS / PROPANE WATER HEATER WITH UEF 0.90 OR b. ELECTRIC HEAT PUMP WATER HEATER WITH MINIMUM UEF 3.45 OR c. NATURAL GAS/PROPANE TANKLESS WATER HEATER WITH MIN. 0.80 UEF AND DRAIN WATER HEAT RECOVERY UNIT INSTALLED ON MIN OF ONE SHOWER/TUB-SHOWER.
3	WALL INSULATION UPGRADE: EXTERIOR WALLS = U-0.045/R-21 CONVENTIONAL FRAMING WITH R-5.0 CONTINUOUS INSULATION
4	ADVANCED ENVELOPE: WINDOWS = U-0.21 (AREA WEIGHTED AVERAGE) AND FLAT CEILINGs ^b = U-0.017/R-60 AND FRAMED FLOORs = U-0.016/R-38 OR SLAB EDGE INSULATION TO F-0.48 OR LESS (R-10 FOR 48'; R-15 FOR 36' OR R-5 FULLY INSULATED SLAB)
5	DUCTLESS HEAT PUMP: DUELLING UNITS WITH ALL ELECTRIC HEAT a. PROVIDE DUCTLESS HEAT PUMP OF MIN HSPF 10.0 OR HSPF2 9.0 IN PRIMARY ZONE REPLACES ZONAL HEAT SOURCES AND b. PROVIDE PROGRAMMABLE THERMOSTAT FOR ALL HEATERS IN BEDROOMS
6	HIGH EFFICIENCY THERMAL ENVELOPE U _A ^c PROPOSED UA IS 8% LOWER THAN THE CODE UA
7	2.15 ACH AIR LEAKAGE CONTROL AND EFFICIENT VENTILATION: ACHIEVE A MAXIMUM OF 2.15 ACH50 WHOLE-HOUSE AIR LEAKAGE WHEN THIRD-PARTY TESTED AND PROVIDE A WHOLE-HOUSE VENTILATION SYSTEM, INCLUDING HEAT RECOVERY WITH A MINIMUM SENSIBLE HEAT RECOVERY EFFICIENCY OF NOT LESS THAN 66 PERCENT AND TOTAL FAN EFFICACY OF 16 CFM/WATT (COMBINED INPUT FOR SUPPLY AND EXHAUST)

For S1: 1 SQUARE FOOT = 0.093 M² , 1 WATT PER SQUARE FOOT = 10.8 W/M²

- Appliances located within the building thermal envelope shall have sealed combustion air installed. Combustion air shall be ducted directly from the outdoors.
- The maximum vaulted ceiling surface area shall not be greater than 50 percent of the total heated space floor area unless vaulted area has a U-factor greater than U-0.026.
- In accordance with Table N104.1(1), the Proposed UA total of the Proposed Alternative Design shall be a minimum of 8 percent less than the code UA total of the Standard Base Case.

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SHEET/NOTES

DATE: 9/2019

TABLE 602.3(1) FASTENER SCHEDULE FOR STRUCTURAL MEMBERS

ITEM	DESCRIPTION OF BUILDING ELEMENTS	NO. & TYPE OF FASTENER ^{a,b,c}	SPACING AND LOCATION
Roof			
1	Blocking between ceiling joists, rafters or trusses to top plate or other framing below	4-8d box (2½"xØ13½") or 3-8d common (2½"xØ13½") or 3-10d box (3"xØ12½") or 3-3"xØ13½" nails	Toe nail
	Blocking between rafters or truss not at the wall top plates, to rafter or truss	2-8d common (2½"xØ13½") or 2-3"xØ13½" nails	Each end toe nail
	Flat blocking to truss and web filler	2-16d common (3½"xØ16½") or 3-3"xØ13½" nails	End nail
2	Ceiling joists to top plate	16d common (3½"xØ16½") or 3-8d box (2½"xØ11½") or 3-8d common (2½"xØ13½") or 3-10d box (3"xØ12½") or 4-3"xØ13½" nails	6" o.c. face nail
	Ceiling joists not attached to parallel rafter, laps over partitions (see Sections R802.5.2 and Table R802.5.2)	4-10d box (3"xØ12½") or 3-16d common (3½"xØ16½") or 4-3"xØ13½" nails	Per joist, toe nail
3	Ceiling joists attached to parallel rafter, heel joint (see Sections R802.5.2 and Table R802.5.2)	Table R802.5.2	Face nail
4	Collar tie to rafter, face nail	4-10d box (2½"xØ12½") or 3-10d common (3"xØ14½") or 4-3"xØ13½" nails	Face nail each rafter
5	Rafter or roof truss to plate	3-16d box (3½"xØ13½") or 3-10d common (3"xØ14½") or 4-10d box (3"xØ12½") or 4-3"xØ13½" nails	2 toe nails on one side and 1 toe nail on opposite side of each rafter or truss
7	Roof rafters to ridge, valley or hip rafters or roof rafter to minimum 2" ridge beam	4-16d box (3½"xØ13½") or 3-10d common (3"xØ14½") or 4-10d box (3"xØ12½") or 4-3"xØ13½" nails	Toe nail
		3-16d box (3½"xØ13½") or 2-16d common (3½"xØ16½") or 3-10d box (3"xØ12½") or 3-3"xØ13½" nails	End nail
Wall			
8	Stud to stud (not at braced wall panels)	16d common (3½"xØ16½")	24" o.c. face nail
9	Stud to stud and abutting studs at intersecting wall corners (at braced wall panels)	10d box (3½"xØ12½") or 3"xØ13½" nails	16" o.c. face nail
		16d box (3½"xØ13½")	12" o.c. face nail
10	Built-up header (2" to 2" header with ½" spacer)	16d common (3½"xØ16½")	16" o.c. face nail
		16d box (3½"xØ13½")	12" o.c. each edge face nail
11	Continuous header to stud	5-8d box (2½"xØ11½") or 4-8d common (2½"xØ13½") or 4-10d box (3"xØ12½")	Toe nail
12	Adjacent full-height stud to end of header	4-16d box (3½"xØ13½") or 3-16d common (3½"xØ16½") or 4-10d box (3"xØ12½") or 4-3"xØ13½" nails	Toe nail
13	Top plate to top plate	16d common (3½"xØ16½")	16" o.c. face nail
14	Double top plate splice	10d box (3½"xØ12½") or 3"xØ13½" nails	12" o.c. face nail
15	Bottom plate to joist, rim joist, band joist, solid deck or blocking (not at braced wall panels)	8-16d common (3½"xØ16½") or 12-16d box (3½"xØ13½") or 12-10d box (3"xØ12½") or 12-3"xØ13½" nails	Face nail on each side of end joint (minimum 24" lap splice length each side of end joint)
16	Bottom plate to joist, rim joist, band joist, or blocking (at braced wall panels)	16d common (3½"xØ16½")	16" o.c. face nail
		16d box (3½"xØ12½") or 3"xØ13½" nails	12" o.c. face nail
Roof			
16	Bottom plate to joist, rim joist, band joist, or blocking (at braced wall panels)	3-16d box (3½"xØ13½") or 2-16d common (3½"xØ16½") or 4-3"xØ13½" nails	16" o.c. face nail
17	Top or bottom plate to stud	4-8d box (2½"xØ11½") or 3-16d box (3½"xØ13½") or 4-8d common (2½"xØ13½") or 4-10d box (3"xØ12½") or 4-3"xØ13½" nails	Toe nail
		3-16d box (3½"xØ13½") or 2-16d common (3½"xØ16½") or 3-10d box (3"xØ12½") or 3-3"xØ13½" nails	End nail
18	Top plates, laps at corners and intersections	3-10d box (3"xØ12½") or 2-16d common (3½"xØ16½") or 3-3"xØ13½" nails	Face nail
19	1" brace to each stud and plate	3-8d box (2½"xØ11½") or 2-8d common (2½"xØ13½") or 2-(3"xØ13½") or 2-10d box (3"xØ12½")	Face nail
20	1"x6" sheathing to each bearing	3-8d box (2½"xØ11½") or 2-8d common (2½"xØ13½") or 2-10d box (3"xØ12½") or 2 staples, 1" crown, 16 ga., P ₃ "	Face nail
21	1"x8" and wider sheathing to each bearing	3-8d box (2½"xØ11½") or 3-8d common (2½"xØ13½") or 3-10d box (3"xØ12½") or 3 staples, 1" crown, 16 ga., P ₃ "	Face nail
		Under than 1"x8" 4-8d box (2½"xØ11½") or 3-8d common (2½"xØ13½") or 3-10d box (3"xØ12½") or 4 staples, 1" crown, 16 ga., P ₃ "	

TABLE 602.3(1) FASTENER SCHEDULE FOR STRUCTURAL MEMBERS

ITEM	DESCRIPTION OF BUILDING ELEMENTS	NO. & TYPE OF FASTENER ^{a,b,c}	SPACING AND LOCATION	
Floor				
22	Joist to sill, top plate or girder	4-8d box (2½"xØ13") or 3-8d common (2½"xØ13") or 3-10d box (3"xØ12½") or 3"xØ13" nails	Toe nail	
23	Rim joist, band joist or blocking to sill or top plate (roof applications also)	8d box (2½"xØ13")	4" o.c. toe nail	
		8d common (2½"xØ13") or 10d box (3"xØ12½") or 3"xØ13" nails	6" o.c. toe nail	
24	1"x6" subfloor or less to each joist	3-8d box (2½"xØ13") or 2-8d common (2½"xØ13") or 3-10d box (3"xØ12½") or 2 staples, 1" crown, 16 ga., P ₃ "	Face nail	
25	2" subfloor to joist or girder	3-16d box (3½"xØ13½") or 2-16d common (3½"xØ16½")	Blind and face nail	
26	2" planks (plank and beam - floor and roof)	3-16d box (3½"xØ13½") or 2-16d common (3½"xØ16½")	At each bearing, face nail	
27	Band or rim to joist	3-16d common (3½"xØ16½") or 4-10d box (3"xØ12½") or 4-3"xØ13" nails or 4-3"x14 ga. staples, 7/16" crown	End nail	
28	Built-up girders and beams, 2 inch lumber layers	20d common (4"xØ19")	Nail each layer as follows: 32" o.c. at top and bottom, staggered	
		10d box (3"xØ12½") or 3-3"xØ13" nails	24" o.c. face nail at top and bottom staggered on opposite sides	
		And: 2-20d common (4"xØ19") or 3-10d box (3"xØ12½") or 3-3"xØ13" nails	Face nail at ends and at each splice	
29	Ledger strip supporting joists or rafters	4-16d box (3½"xØ13½") or 3-16d common (3½"xØ16½") or 4-10d box (3"xØ12½") or 3-3"xØ13" nails	At each joist or rafter, face nail	
30	Bridging or blocking to joist, rafter or truss	2-10d (3"xØ12½") or 2-8d common (2½"xØ13") or 2-3"xØ13" nails	Each end, toe nail	
ITEM	DESCRIPTION OF BUILDING ELEMENTS	NO. & TYPE OF FASTENER ^{a,b,c}	SPACING OF FASTENERS	
			Edges (inches) ^d	Intermediate supports ^{e,f} (inches)
Wood structural panels, subfloor, roof and interior wall sheathing to framing and particleboard wall sheathing to framing; (see table R602.3.3) for wood structural panel exterior wall sheathing to wall framing				
31	3/8" - 1/2"	6d common or deformed (2"xØ13"xØ266" head) or 3 ¾"xØ133"xØ266" head nail (subfloor, wall) ¹	6	6"
		8d common (2"xØ13") nail (roof) or rera-Ø1 (2½"xØ13" nail (roof) ²	6	6"
32	19/32" - 3/4"	8d common (2-2½"xØ13" nail (subfloor, wall)	6	12
		8d common (2½"xØ13" nail (roof) or RRRS-Ø1 (2½"xØ13") nail (roof) ²	6	6"
33	7/8" - 1 1/4"	Deformed 2½"xØ13"xØ266" head (wall or subfloor)	6	12
		10d common (3"xØ148") nail or (2½"xØ13"xØ281" head) deformed nail	6	12
Other wall sheathing ³				
34	1/2" structural cellulose fiberboard she't'g	1 ½"xØ120" galvanized roofing nail, 7/16" head diameter, or 1¼" long crown staple 16 ga. with 7/16" or 1" crown	3	6
35	25/32" structural cellulose fiberboard she't'g	1 ¾" galvanized roofing nail, 7/16" head diameter, or 1¼" long crown staple 16 ga. with 7/16" or 1" crown	3	6
36	1/2" gypsum sheathing	1 ½"xØ120 galvanized roofing nail, 7/16" head dia. or 1¼" long 16 ga. staple galvanized, 1½" long, 7/16" or 1" crown or P ₃ " screws, Type W or S	7	7
37	5/8" gypsum sheathing	1 ½"xØ120 galvanized roofing nail, 7/16" head dia. or 1¼" long 16 ga. staple galvanized, 1½" long, 7/16" or 1" crown or 1¼" screws, Type W or S	7	7
Wood structural panels, combination subfloor underlayment to framing				
38	3/4" and less	deformed (2"xØ13") or deformed (2"xØ120") nail or 8d common (2½"xØ13") nail	6	12
39	7/8" - 1"	8d common (2½"xØ13") nail or deformed (2½"xØ13") or deformed (2½"xØ120") nail	6	12
40	1 1/8" - 1 1/4"	10d common (3"xØ148") nail or deformed (2½"xØ13") or deformed (2½"xØ120") nail	6	12

FOR 8d: 1 INCH = 25.4 MM, 1 FOOT = 304.8 MM, 1 MPH = 0.447 M/S, 1 KSI = 6.895 MPa

- a. NAILS ARE SMOOTH-COMMON, BOX OR DEFORMED SHANKS EXCEPT WHERE OTHERWISE STATED. NAILS USED FOR FRAMING AND SHEATHING CONNECTIONS ARE CARBON STEEL AND SHALL HAVE MINIMUM AVERAGE BENDING YIELD STRENGTHS AS SHOWN: 80 ksi FOR SHANK DIAMETER OF Ø101 INCH (20d COMMON NAIL), 90 ksi FOR SHANK DIAMETERS LARGER THAN Ø142 INCH BUT NOT LARGER THAN Ø171 INCH, AND 100 ksi FOR SHANK DIAMETERS OF Ø142 INCH OR LESS. CONNECTIONS USING NAILS AND STAPLES OF OTHER MATERIALS, SUCH AS STAINLESS STEEL, SHALL BE DESIGNED IN ACCORDANCE WITH SECTION R602.13 OR APPROVED UNDER SECTION R104.1.
- b. RRRS-Ø1 IS A ROOF SHEATHING RING SHANK NAIL MEETING THE SPECIFICATIONS IN ASTM F 1667.
- c. NAILS SHALL BE SPACED AT NOT MORE THAN 6 INCHES O.C. AT ALL SUPPORTS WHERE SPANS ARE 48 INCHES OR GREATER.
- d. 4-FOOT-BY-8-FOOT OR 4-FOOT-BY-9-FOOT PANELS SHALL BE APPLIED VERTICALLY.
- e. SPACING OF FASTENERS NOT INCLUDED IN THIS TABLE SHALL BE BASED ON TABLE 602.3(2).
- f. FOR WOOD STRUCTURAL PANEL SHEATHING ATTACHED TO GABLE END ROOF FRAMING AND TO INTERMEDIATE SUPPORTS WITHIN 48 INCHES OF ROOF EDGES AND RIDGES, NAILS SHALL BE SPACED AT 4" ON CENTER WHERE THE BASIC DESIGN WIND SPEED, V, IS GREATER THAN 130 MPH IN EXPOSURE B OR GREATER THAN 110 MPH IN EXPOSURE C.
- g. GYPSUM SHEATHING SHALL CONFORM TO ASTM C1396 AND SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C1280 OR GA 283. FIBERBOARD SHEATHING SHALL CONFORM TO ASTM C208.
- h. SPACING OF FASTENERS ON FLOOR SHEATHING PANEL EDGES APPLIES TO PANEL EDGES SUPPORTED BY FRAMING MEMBERS AND REQUIRED BLOCKING AND AT ALL FLOOR PERIMETERS ONLY. SPACING OF FASTENERS ON ROOF SHEATHING PANEL EDGES APPLIES TO PANEL EDGES SUPPORTED BY FRAMING MEMBERS AND REQUIRED BLOCKING. BLOCKING TO ROOF OR FLOOR SHEATHING PANEL EDGES PERPENDICULAR TO THE FRAMING MEMBERS NEED NOT BE PROVIDED EXCEPT AS REQUIRED BY OTHER PROVISIONS OF THIS CODE. FLOOR PERIMETER SHALL BE SUPPORTED BY FRAMING MEMBERS OR SOLID BLOCKING.
- i. WHERE A RAFTER FASTENED TO AN ADJACENT PARALLEL CEILING JOIST IN ACCORDANCE WITH THIS SCHEDULE, PROVIDE TWO TOE NAILS ON ONE SIDE OF THE RAFTER AND TOE NAILS FROM THE CEILING JOIST TO TOP PLATE IN ACCORDANCE WITH THIS SCHEDULE. THE TOE NAIL ON THE OPPOSITE SIDE OF THE RAFTER SHALL NOT BE REQUIRED.

INSULATION SPECIFICATIONS

- ALL EXPOSED INSULATION IS TO HAVE A FLAME SPREAD RATING OF LESS THAN 25 & A SMOKE DENSITY RATING OF LESS THAN 450.
- PERIMETER CONC. WALLS TO BE PROTECTED W/ RIGID FIBERBOARD INSULATION FROM TOP OF CONC WALL TO NOT LESS THAN 24" BELOW GRADE.
- SLAB EDGE INSULATION IS TO BE R-15.
- HEATING DUCTS TO BE INSULATED W/ R-8.
- WINDOWS SHALL MEET REQUIRED U FACTORS FOR THE CONTRACTORS CHOSEN PATH OF COMPLIANCE SEE TABLE N104.11.
- ONE EXTERIOR DOOR MAY BE INSULATED TO A U-FACTOR OF 0.20. ALL OTHER EXTERIOR DOORS MAY NOT EXCEED 0.34.

TRUSS NOTE

SUBMIT TRUSS DESIGN FOR ENGINEERING PRIOR TO FABRICATION & VERIFY LOCATION OF GIRDER TRUSSES W/ TRUSS COMPANY PRIOR TO FORTING FOUNDATION WALLS AS TO PROVIDE FOR ADDITIONAL LOADING FROM VARYING TRUSS DESIGN.

VERIFY ALL TRUSS SPANS & CONFIGURATIONS ON JOB SITE PRIOR TO FABRICATION.

THESE PLANS HAVE BEEN LICENSED FOR THE CONSTRUCTION OF ONE BUILDING ONLY. UNAUTHORIZED USE OR COPYING OF THE PLANS, OR THE DESIGN THEREOF, INFRINGES RIGHTS UNDER THE COPYRIGHT ACT THAT INCLUDE PENALTIES OF UP TO \$100,000 PER WORK WILLFULLY INFRINGED. THESE PLANS HAVE BEEN PREPARED TO MEET OASD BUILDING CODES AND MAY REQUIRE ADAPTATION TO MEET SPECIFIC SITE CONDITIONS AND LOCAL BUILDING REGULATIONS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND DETAILS PRIOR TO CONSTRUCTION FOR ERRORS AND OMISSIONS. PLEASE SEE YOUR LICENSE AGREEMENT FOR FURTHER INFORMATION.

SHEET:NOTES

DATE:05/2025

N2



CITY OF CLARKSTON

ITEM NO: 6F

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Review/Discussion

MEETING DATE: July 29, 2025

SUBJECT: The initial discussion of a proposed Traffic Calming Policy.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: YES ☒ NO
Pages: 1

INFORMATION CONTACT: Larry Kaiser, PE
PHONE NUMBER: 404-909-5619

PURPOSE: To implement a traffic calming process and procedure that will provide effective traffic engineering and management solutions that promote the safety for motorists, bicyclists, and pedestrians while enhancing the livability of Clarkston's residential streets thorough reducing vehicle speeds and volumes and discouraging cut-through traffic

NEED/ IMPACT: The proposed policy under consideration outlines not only the process and procedure by which a Traffic Calming Petition is technically evaluated by staff but also whether sufficient funding exists to implement a traffic calming project under consideration by council.

Within the SPLOST II program of projects, Council allocated approximately \$100,000 for a specific "Neighborhood Traffic Calming" project. Council also allocated \$285,000 for pedestrian improvements on the North Indian Creek corridor.

If council chooses to adopt a Traffic Calming Policy, staff would suggest that some percentage of funding from either one or both of these projects be re-allocated to a citywide "Neighborhood Traffic Calming" program.

RECOMMENDATION:

Staff recommends adoption of a Traffic Calming Policy. A policy will provide guidance to city staff for assessing whether a traffic calming petition request satisfies the criteria set forth in the policy document.

City of Clarkston

Traffic Calming Policy

CITY OF CLARKSTON PUBLIC WORKS DEPARTMENT

TRAFFIC CALMING POLICY

Approved: _____

Traffic Calming Policy

I. Introduction

Because of increased congestion on the City's arterial and collector road network, combined with driver's desires to find shorter travel routes, drivers frequently seek alternate travel routes. Frequently, the routes include the City's local and residential neighborhood streets. Many of these streets have experienced increases in volume and speeding that has diminished the quality of life and the safety of residents, pedestrians, bicyclist, and other motorists. Other reasons exist for neighborhoods requesting traffic calming measures and often these reasons originate due to excessive speeding amongst residents who reside in the area.

Traffic Calming as defined by the Institute of Transportation Engineers (ITE), is the use of physical and psychological devices "to reduce the negative effects of motor vehicle use, alter driver behavior and to improve conditions for non-motorized street users." The use of Traffic Calming techniques may return the quality of life and safety in a neighborhood by alerting drivers to share the road, drive with more care, drive more slowly, and, in some cases, divert to more appropriate routes.

While each neighborhood and each situation may be somewhat unique, a systematic approach is taken by the Traffic Calming Program. Thus, the same definitions and criteria, as outlined in this policy, are applied in all cases. As a part of that approach, the transportation system of the City needs to be considered as a whole. Solving a problem on one neighborhood or street should not cause another problem to appear somewhere else.

II. Minimum Requirements

In order for the installation of Traffic Calming Measures to be considered, the following criteria must be met:

1. Only streets classified as Local and/or Residential or roadway classified as a minor collector with a speed limit of 35 mph or less are eligible for the Traffic Calming Program.
2. Streets classified as Arterial (Minor or Major) or Major Collector; based on DeKalb County's Major Thorough Transportation Map, are Not Eligible for the Traffic Calming Program.
3. The 85th Percentile speed as measured by a speed study must be a minimum of 5 mph greater than the posted speed limit of the street. City will perform speed studies to document the 85th Percentile speed
4. The traffic study must show that the Traffic Calming techniques will not divert traffic on to other local and/or residential streets in the study area. If the Traffic Study reflects traffic being diverted then the petitioner will be asked to pursue the signatures from those on the streets where traffic will be diverted and the total approval percentage of all the street(s) will then be considered for the entire area impacted
5. Emergency Vehicle access must be preserved. Consideration will also be given to school bus and sanitation vehicle access.
6. Pedestrian and Bicycle access must be preserved
7. The neighborhood Traffic Calming plan shall be designed using sound transportation planning practices and civil engineering judgment.

Traffic Calming Policy

III. Definitions

For purposes of this Policy, certain terms and words are defined. Where words have not been defined, but are defined in a subsequent section of this Policy, those words shall have the meaning as defined therein. The following words, terms and phrases when used in this Policy shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AASHTO means the American Association of State Highway and Transportation Officials.

Affected area means a geographic portion of a neighborhood consisting of all property owners whose quality of life as a resident in the neighborhood, and not necessarily as a traveler through the neighborhood, is being directly impacted by the cut-through or speeding traffic problem being addressed. The affected area will include all lots from which residents must traverse the traffic calming measure. The affected area will also include all lots from which residents may have an alternate route without traffic calming measures but whose lots have driveways that access the residential street for which traffic calming measures are sought.

Department means the Public Works Department or City Engineer.

Eligible Petitioner means the person whose name is recorded as a property owner in the tax records maintained by the DeKalb County's tax commissioner and board of tax assessors for the address listed on the petition that falls within the affected area.

Initiator is a real property owner who has initiated a request for traffic calming measures and/or has assumed a primary role in circulating the subsequent traffic-calming petition and undertakes to serve as the City's sole contact with respect to the progress of any subsequent traffic study and traffic-calming petition.

I. T. E. Means the Institute of Transportation Engineers.

MUTCD means the Manual on Uniform Traffic Control Devices.

Neighborhood Representative (s) means the individual (s) who represents the affected area of the proposed traffic calming measures and will notarize the petition form (s) stating that the signatures obtained are of the owners of the property

Real property owners' means homeowners or other real property owners as indicated in the tax records of the DeKalb County Tax Commissioner and Board of Tax Assessors and located on a city (public) street.

Reference number means the number assigned to a completed initial interest request which meets the City's criteria for a study that will be used to determine the order in which traffic studies will be conducted.

Residential Street means a street classified and defined as "residential", "local" or "minor collector" based on the records of the City of Clarkston's Planning and Economic Development Department and DeKalb County's Transportation Thorough Plan

Traffic-calming measures means those methods and processes, prescribed by "AASHTO" or other nationally recognized organizations, that the City may use to reduce aggressive driving behavior

Traffic Calming Policy

that impairs the quality of life of its citizens in any neighborhood in which the posted speed limit is no greater than thirty-five (35) miles per hour. Such measures include, but are not limited to, speed tables, bicycle lanes, center traffic islands (easabouts), splitter islands, curb offsets, striping and various other traffic operation types.

Traffic study means the process by which data pertinent to the flow, rate of speed and density of traffic, collected over a defined period of time, is measured and analyzed to determine its impact on the safety of citizens within a neighborhood or affected area.

IV. **Traffic Calming Process**

1. Homeowners' Association, or when a Home Owners Association is not in existence, a neighborhood group can request a Traffic Calming Study for their neighborhood or street by submitting an Application Form and Petition with signatures of a minimum of 50% + one (1) of the property owners on the street(s) requesting Traffic Calming. Resident signatures must be owners of the land parcel and not tenants. If parcel ownership includes more than one (1) resident then all owner signatures must be included on the petition but will be counted as only one (1) vote.
2. Initial application and the petition will start the traffic calming review process. This is not a request for a particular traffic calming device. Selection of Traffic Calming Devices are made by Public Works Director and/or City Engineer based on traffic data and analysis performed by a registered (PE) Traffic Engineer or similar experienced professional civil engineer.
3. Public Works Department will schedule and conduct an Initial Meeting with the Neighborhood Coordinator to discuss:
 - Application Process
 - Traffic Study Process
 - Petition Requirements
 - Financial Participation
 - Potential Passive Traffic Calming Solutions
4. Public Works Department will conduct appropriate studies, as approved by City Manager, to determine the existence and extent of the problem
 - If the results of the study indicate there is no traffic problem, the neighborhood will be informed in writing
 - Once the neighborhood is notified in writing that there is no traffic problems exists at a particular neighborhood, no petitions will be entertained by the City for the next two (2) years from the date of the notification.
 - If a major rezoning and land development occurs in the same neighborhood or within the zone of influence of the neighborhood, Public Works Director may waive the two-year moratorium of repeated petition. The Planning & Economic Development Department will determine what is defined as a "Major" development or rezoning or comparable traffic generator
 - If the results of the study indicate there is a traffic problem, Public Works staff will develop a traffic calming report, including suggested passive and active measures and present to City Council for consideration.
5. Public Works staff schedule a neighborhood meeting to discuss study findings, suggested passive and active measures, define the affected area, prepare estimated costs, and the petition process

Traffic Calming Policy

6. Public Works will prepare a preliminary design of the proposed passive and/or active measures and prepare the formal petitions for the Neighborhood Representative to distribute for signature.
7. Public works will determine the “Area of Impact” for the proposed traffic calming measures and provide a map to identify the impacted property owners to obtain signatures.
8. To show awareness and consensus for the proposed traffic calming plan, the neighborhood must submit a petition to Public Works with signatures of 70% of the property owners approving the proposed plan (see Appendix B for example petition forms)
9. Public Works shall verify the signatures on the petition and, once verified, will develop a final project design and cost, based on the suggested passive and/or active measures.
10. Final design and cost for any active measures will be presented to the Mayor and City Council for funding and approval consideration.
11. The City will fund 100% of the cost-necessary for construction of any active or passive traffic calming measures. Funding available for the construction of active or passive traffic calming measures will be limited to the amount budgeted for Traffic Calming for that current fiscal year and allocated to neighborhoods in the order that their petition is approved by the City Council. Any neighborhoods that are approved for the construction of active or passive traffic calming measures after the current year’s budget has been expended will be funded out of future year’s budgets in the order that their petition was approved by the City Council
12. Passive measures and/or any needed modifications or temporary measures may be implemented and studies for effectiveness before active measures are installed.
13. Upon City Council approval and the allocation of funds in the City budget, the traffic calming project will be implemented at the direction of the City Manager.
14. Each property in the affected area will be assessed on their **property tax bill a \$20 fee for each traffic calming device** for purposes of maintenance of the Traffic Calming Devices, beginning the year after the devices are installed. Each year this fee will be included on the property tax statement for those within the traffic calming impacted area. Maintenance could include tasks such as restriping, sign replacements, damage or normal repairs to the traffic calming device, to name a few.
15. Within 6 months of project installation, Public Works staff may conduct follow-up studies to measure project effectiveness
16. In the case of resurfacing, some types of traffic calming devices may need to be removed in order to properly asphalt resurface a street. Existing traffic calming devices will be considered as grandfathered and will be replaced with following completion of the resurfacing project. No additional neighborhood funding or petitions will be required with existing traffic calming devices.

IV. **Removal of Traffic Calming Devices**

If the originally petitioning neighborhood decides that they no longer want previously installed traffic calming devices, they must follow the same procedure to obtain signatures but at a higher level of support. The support percentage required for removal will be 85%. Active traffic calming devices should remain in place for at least 12 months before removal.

Traffic Calming Policy

If devices are removed, the road must also be brought back to City standards. The City of Clarkston reserves the right to remove speed humps for any reason.

Once the petition process is complete, city has 60 days to remove the traffic calming devices. Once the traffic calming device (s) are removed, Citizens are not eligible for petitioning for the traffic calming measures for the next 3 years.

Neighborhood is responsible for sharing 50% of the cost to remove traffic calming devices. City should receive the payment within 30 days of the notification to the neighborhood or Home Owner Association representative. The City will not remove the traffic calming devices until the 50% cost is obtained. The City will obtain one or more quotes from contractor(s) which will be the basis in which the cost for removal is determined.

Traffic Calming Policy

Appendix A – Sample Petition Letter and Forms

A sample initial and final petition forms follow. The petition form includes multiple signatures and could be carried around by volunteers, mailed/distributed to each household or kept in a central location. Neighborhoods may have success with multiple distribution methods, and Public Works staff is available to offer advice and suggestions.

All Final Petition Forms submitted must have certain features. Most importantly, the property owner(s) must clearly indicate they are in favor of traffic calming devices on the neighborhood streets. The street address of the property should be indicated, along with printed name(s) of the owner. Please note that all listed property owners must sign the petition or a 'no' vote will be recorded for the property.

Submitted petitions should include a cover letter from the HOA Board, neighborhood president, or other responsible party attesting (notary public required from the "attesting" party) that all signatures are correct and valid to the best of their knowledge. The letter should also specify that the petition supports the type of and number of traffic calming devices proposed by City Engineer and/or Public Works staff as the suggested solutions.

CITY OF CLARKSTON DEPARTMENT OF PUBLIC WORKS
TRAFFIC CALMING PROGRAM INITIAL INTEREST PETITION FORM

STREET/AREA: (include map)_____
HOMEOWNER REPRESENTATIVE DATE OF BEGINNING PROCESS:_____
EXPIRATION DATE OF PETITION PROCESS:_____

The objective of the City of Clarkston's Traffic Calming Program is to provide **property owners** a means of addressing excessive traffic volume and speed related problems in residential neighborhood communities throughout the City of Clarkston. The program provides a process by which neighborhood supported traffic calming measures, such as speed tables, center islands, splitter islands, bike lanes/striping modifications, traffic circles or other traffic calming operational techniques can be installed on City-maintained neighborhood roads where engineering studies support the desired results, and where installation is favored by a majority of the affected property owners. This initial petition requires a minimum of 50% + one (1) approval of the property owners in the affected area by the proposed traffic calming devices.

THE REQUEST PROCESS

All interested residents on the street(s) should be canvassed and given opportunity to express their interest and support for traffic calming measures by signing this request form to have the neighborhood evaluated by the Traffic Calming Program. Residents representing a minimum of 50% + one (1) of the properties on the street must sign the petition indicating that they are in favor of having their community evaluated before the street can participate in the Traffic Calming Program. Interested parties obtaining signatures on this petition will have **60 calendar days** from the date of issuance to respond, otherwise the request for traffic calming assistance under this program will be automatically rejected. Areas meeting qualification requirements will have their street(s) placed on this program's request list for studies and surveys under the Traffic Calming Program.

ADDITIONAL INFORMATION

Answers to questions pertaining to this form or those regarding the City's Traffic Calming Program can be obtained by calling the Department of Public Works or City Manager's office at (404) 296-6489

DUPLICATION OF THIS FORM IS AUTHORIZED IF BOTH SIDES ARE COPIED
(SIGNATURE PAGE IS ON OTHER SIDE)

RETURN COMPLETED FORMS TO:

City of Clarkston
ATTN: City Manager's Office
736 Park North Boulevard
Suite 120
Clarkston, Georgia 30021

CITY OF CLARKSTON TRAFFIC CALMING PROGRAM INITIAL INTEREST PETITION FORM

The undersigned property owners understand that the purpose of this form is to measure community interest (step 1) in considering traffic calming measures (speed tables, center islands, splitter islands, bike lanes/stripping modifications, and traffic circles) in their community. **THIS IS NOT A PETITION TO APPROVE THE INSTALLATION OF ANY TRAFFIC CALMING MEASURE.** It is further understood that an acceptance of a minimum of 50% + one (1) signatures on this form from interested residents (owners of the property) on the street; which includes all owners if multiple owners exist, signifies to the City of Clarkston that sufficient neighborhood interest has been generated for traffic calming evaluations.

The City of Clarkston strongly encourages that all interested parties read the Traffic Calming Policy before signing this form

STREET/AREA:

1. _____
Print Name (Last, First)

Street Address

Daytime Telephone Number

Signature

3. _____
Print Name (Last, First)

Street Address

Daytime Telephone Number

Signature

5. _____
Print Name (Last, First)

Street Address

Daytime Telephone Number

Signature

2. _____
Print Name (Last, First)

Street Address

Daytime Telephone Number

Signature

4. _____
Print Name (Last, First)

Street Address

Daytime Telephone Number

Signature

6. _____
Print Name (Last, First)

Street Address

Daytime Telephone Number

Signature

7. _____
Print Name (Last, First)

Street Address

Daytime Telephone Number

Signature

8. _____
Print Name (Last, First)

Street Address

Daytime Telephone Number

Signature

DUPLICATION OF THIS FORM IS AUTHORIZED IF BOTH SIDES ARE COPIED

NEIGHBORHOOD REPRESENTATIVE

BY: _____
Print

Signatur

e WITNESS: _____
Print

Signature

ATTEST: (notary public

seal) Print

CITY OF CLARKSTON

(to be completed by staff)

Traffic Calming Program

DATE: _____, 202__

Road Name(s)	
TRAFFIC CALMING MEASURES: <i>Description of Traffic Calming Measures</i>	
NUMBER OF LOTS IN AFFECTED AREA	
STREETS IN AFFECTED AREA: <i>Streets Affected</i>	
EXPIRATION DATE	
ANNUAL MAINTENANCE COST PER PROPERTY OWNER	\$20

PETITION PROCESS ON THE OTHER SIDE

CITY OF CLARKSTON

TRAFFIC CALMING

TRAFFIC CALMING PETITION AND COVER LETTER

The objective of the City of Clarkston's Traffic Calming Program is to provide property owners a means of addressing speeding related problems in their communities. This petition provides that opportunity for the attached area, determined to be the "affected area". The City's program provides a process by which traffic calming measures such as speed tables, bike lanes, center traffic islands, splitter islands, and striping can be implemented on the City-maintained neighborhood roads. Engineering studies must support the desired results and a minimum of 70% of the affected property owners must favor the installation.

THE PETITION PROCESS

To have speed tables and/or a combination of other traffic calming measures installed in a City of Clarkston neighborhood, a completed petition must be submitted to the City of Clarkston Department of Public Works. All affected property owners (as determined by the City Staff in the Initial Petition Process) in the subdivision should be contacted by the Neighborhood Representative (s) and given an opportunity to sign this petition indicating a **yes** or **no** response to traffic calming. **ALL PROPERTY OWNERS OF RECORD MUST SIGN THE PETITION.** This also applies to owners of undeveloped lots. Rental tenants are not an acceptable substitute for the legal homeowner. All valid signatures must be on the official traffic calming final petition form. Any other deviations will be an invalid part of the final petition certification process. The determining percentage will be calculated based on individual lots where owners sign affirmatively, divided by the total number of lots in the **Affected Area**. Homeowners representing a minimum of 70% of the affected properties must vote in favor of traffic calming measures before petitions can be presented to the Council. **For subdivisions not completely built out**, a minimum of **80%** of the total units must be occupied before a petition for the installation of speed tables will be considered. All traffic calming measures must be located on a city (public) street.

Removal of Previously Installed Traffic Calming Measures can proceed if the City is presented a petition requesting removal. At least **80%** of the property owners must vote in favor of removal. Rules governing the signing of the petition and procedure for calculating approval percentages are the same as those used in the installation approval process. Such a petition for removal will only be considered after a period of at least **one year** after installation.

Completed petitions must be signed, witnessed, and returned to this office where signatures will be verified using tax records and land lot maps. Petitioners will have **90 days** from the date of the announced proposal to submit the petition; otherwise the proposal will be automatically rejected. Petitions meeting verification and qualification requirements will be presented to the Council. A public hearing will be announced and the Council will approve or disapprove all qualifying petitions at that time.

ADDITIONAL INFORMATION

The installation of traffic calming measures will not be considered final until the measures are inspected by the Department of Public Works for compliance with design specifications. Annual maintenance charges of \$20 per traffic calming measure per year will be added to the property tax bills at the end of the year in which the measures are installed. **Each platted lot in the affected area, whether developed or not, will be subject to the assessed charges.** A yes or no vote can NOT be changed, removed, or altered after the petition has been received or stamped by the City. **INFORMATION CONTAINED ON THIS PETITION MAY BE SUBJECT TO DISCLOSURE IN ACCORDANCE WITH THE OPEN RECORDS LAW, O.C.G.A. CODE SECTION 50-18-70.**

RETURN COMPLETED PETITIONS TO:

CITY OF CLARKSTON
ATTN: City Manager Office
736 Park North Boulevard
Suite 120
Clarkston, GA 30021

ALL PETITIONS MUST BE SUBMITTED ON OFFICAL CITY OF CLARKSTON PREPRINTED FORMS

**ALL RESIDENTS IN THE AFFECTED AREA OF A PROPOSED TRAFFIC CALMING
INSTALLATION ARE STRONGLY ENCOURAGED TO READ THE CITY'S TRAFFIC
CALMING POLICY BEFORE SIGNING THE PETITION**

CITY OF CLARKSTON TRAFFIC CALMING PETITION

PAGE _____ OF _____

The undersigned property owners understand the purpose of this petition and hereby accept or reject, as indicated herein, the proposal being presented. It is further understood that an acceptance of a minimum of **70%** of the property owners in the affected area on this petition, indicated by the number of **“yes”** votes, signifies approval for the City of Clarkston to implement a proposed traffic calming measure. This approval and selection of a particular measure allows the City to assess annual maintenance charges of \$20 per traffic calming device (\$20 for each device/measure) for the installed measure(s) to all property designated determined by the City to be in the **“Affected Area”** upon the approval of this petition by the **Council**.

Street Name _____

Subdivision Name _____

 No Yes

1.

Owner Name #1 (Last, First)_____
Owner Name #2 (Last, First)

 Home Address:
 Telephone Number:

 Home Address:
 Telephone Number:

Signature_____
Signature

 No Yes

2.

Owner Name #1 (Last, First)_____
Owner Name #2 (Last, First)

 Home Address:
 Telephone Number:

 Home Address:
 Telephone Number:

Signature_____
Signature

 No Yes

3.

Owner Name #1 (Last, First)_____
Owner Name #2 (Last, First)_____
Home Address

 Home Address:
 Telephone Number:

Signature_____
Signature

 No Yes

4.

Owner Name #1 (Last, First)_____
Owner Name #2 (Last, First)

 Home Address:
 Telephone Number:

 Home Address:
 Telephone Number
NEIGHBORHOOD REPRESENTATIVE

BY: _____

Print

Signature

WITNESS: _____

Print

Signature
 ATTEST: (notary public
 seal)

ALL PETITIONS MUST BE SUBMITTED ON OFFICAL CITY PREPRINTED FORMS



CITY OF CLARKSTON

ITEM NO: 6G

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: JULY 29, 2025

SUBJECT: To discuss the transfer of an alcohol license application to Dillyet, LLC d/b/a 76 Food Mart located at 4556 E. Ponce De Leon Ave., Ste. A, Clarkston, GA 30021.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
PAGES:

PRESENTER CONTACT INFO:
Tomika R. Mitchell, City Clerk
PHONE NUMBER: (404) 296-6489

PURPOSE: The owner of Dillyet, LLC d/b/a 76 Food Mart located at 4556 E. Ponce De Leon Ave., Ste. A, Clarkston, GA 30021 has made application for an alcohol license for Beer/Wine/Malt beverages at the convenience store 76 Food Mart, formally Mighty Money, Inc. d/b/a 76 Food Mart.

NEED/ IMPACT: The Alcohol Review Committee (ARC) received and reviewed the new alcohol license application and verified that zoning compliance have been performed, the business license has been issued, all on-site inspections and measurements have been performed, and background checks were conducted.

Under Chapter 3-54(d) of the City Code concerning alcohol: (d) A grandfathered license may be transferred to a new qualified licensee, or a grandfathered license may be issued to a new qualified licensee in connection with a change of ownership. A new qualified licensee that obtains a grandfathered license pursuant to this subsection shall be subject to all the requirements and limitations for grandfathered licensees."

RECOMMENDATIONS: The ARC determines this application is in compliance and fulfilled all requirements and recommends approval of the transfer of this alcohol license to Dillyet, LLC d/b/a 76 Food Mart located at 4556 E. Ponce De Leon Ave., Ste. A, Clarkston, GA 30021.

ORDINANCE NO. 499

AN ORDINANCE BY THE CITY CLARKSTON TO AMEND CHAPTER 3 OF THE CITY CODE CONCERNING ALCOHOL; TO PROVIDE FOR GRANDFATHERING, RENEWAL, TRANSFER AND LIMITED NEW PACKAGE ALCOHOL LICENSES IN CONNECTION WITH A CHANGE IN OWNERSHIP; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 3-3-1 declares that engaging in the business of selling alcohol in Georgia is a privilege and not a right; and

WHEREAS, O.C.G.A. § 3-3-2(a) authorizes the City to exercise discretionary power to control the business of package alcohol sales; and

WHEREAS, the City of Clarkston acted in 2016 to prohibit new licenses to sell alcohol by the package in order to protect the public health and welfare; and

WHEREAS, the City Council now desires to provide the opportunity for grandfathered licensees to transfer their licenses to a new licensee and for new licensees to obtain a license at the same location as a grandfathered license in connection with a change in ownership.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON AS FOLLOWS:

SECTION 1. Subsection 3-54(d) of the City Code is hereby repealed and replaced with the following language:

“(d) A grandfathered license may be transferred to a new qualified licensee, or a grandfathered license may be issued to a new qualified licensee in connection with a change of ownership. A new qualified licensee that obtains a grandfathered license pursuant to this subsection shall be subject to all the requirements and limitations for grandfathered licensees.”

SECTION 2. Subsection 3-70(b) of the City Code is hereby repealed and replaced with the following language:

“(b) Distilled spirits by the bottle may only be sold within the city under a license grandfathered under subsection (a) or newly acquired pursuant to this subsection. Grandfathered licenses as described in subsection (a) may be renewed at the same location only. A grandfathered licensee shall not expand its operation or facility. A grandfathered license may be transferred to a new qualified licensee, or a grandfathered license may be issued to a new qualified licensee in connection with a change of ownership, at the same location only. A new qualified licensee that obtains a grandfathered license pursuant to this subsection shall be subject to all the requirements and limitations for grandfathered licenses.”

SECTION 3. This Ordinance shall be effective immediately upon its adoption by the City Council.

SECTION 4. All provisions of the City Code in conflict herewith are hereby repealed. The provisions of Chapter 3 of the City Code shall be construed consistent with the prohibition of new licenses except as expressed in this Ordinance and to allow the renewal or transfer of existing licenses for alcohol by the package only in a manner consistent with this Ordinance.

SO ORDAINED, this 1st day of October, 2024.

ATTEST:

**CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA**

By

Tomika R. Mitchell
Tomika R. Mitchell, City Clerk

Beverly H. Burks
Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

Permit #
6572

New Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper. Holding an alcohol beverage license with the City of Clarkston is a privilege.

Date: 4-14-2025 ☒ New ☐ Amendment
 Contact Name: Penny Pistacchio Phone: 770.354.1405 penny@cstorelicensing.com
 Business/Trade Name: Dillyet, LLC
 D/B/A: 76 Food Mart
 Business Address: 4556 E Ponce De Leon Ave, Ste A, Clarkston GA 30021
 Emergency Contact Name: Meseret D. Belete Phone: [REDACTED]

TYPE OF BUSINESS

- ☒ Convenience Store
- ☐ Grocery Store
- ☐ Package Store
- ☐ Manufacturer
- ☐ Specialty Beverage Store
- ☐ Restaurant
- ☐ Wholesale
- ☐ Other: _____

RECEIVED

JUL 11 2025

CITY OF CLARKSTON

TYPE OF LICENSE AND FEES

Retail Dealers On-Premise Consumption/Retail Dealers Package

- ☐ Beer/Malt Beverages: \$862
 - ☐ Wine: \$862
 - ☒ Beer/Wine/Malt Beverages: \$1,150
 - ☐ Distilled Spirits: \$2,875
 - ☐ Retail Dealer - Wholesale Wine/Beer/Malt Beverages: \$405
 - ☐ Retail Dealer - Wholesale Wine/Beer/Malt Beverages/ Distilled Spirits: \$3,278
 - ☐ Wholesale Beer/Wine/Malt Beverages: \$520
 - ☐ Wholesale Distilled Spirits (City): \$5,750; No location in City: \$450
 - ☒ Administrative (Investigative Application); Fee (applicable to all Licenses): \$260.00
- Employee Work Permit Initial/Renewal: \$50.00 (per employee); To apply, please contact the Clarkston Municipal Court Office at (404) 292-9465.

FOR OFFICE USE ONLY

Department	Date	Approve/Deny	Comments
City Clerk			
Planning & Economic Development	7/14/25	KE	
Police Department	7/18/25	D.H.	
Quality of Life Officer			
City Manager			

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: Meseret Degene Belete

Date of Birth: [REDACTED] 1982

Current Address: [REDACTED]

Name of Agent or Representative (if different from Applicant): Kiflom A. Gerbrerufael Dekalb Co Resident

Phone: [REDACTED]

Address: [REDACTED] DeKalb Co

Address of Applicant (if different for the past 5 years):

n/a

Have you ever been arrested? ☐ Yes ☒ No (If yes, explain)

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other LLC

Application on 11/5/2010

Has an Occupational Tax Certificate been obtained and paid for at said business? ☒ Yes ☐ No (If not issued by the City of Clarkston please include a copy with application.)

Federal Tax ID Number: [REDACTED]

State Tax ID Number: [REDACTED]

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) Henrico MK LLC

4725 Peachtree Corners Cir, Ste 360, Peachtree Corners, GA 30092

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
Meseret D. Belete	Owner/Manager	[REDACTED]	[REDACTED]	100%

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☐ Yes ☒ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Position	Social Security Number	Address	% of Interest
n/a				

If new application for Retail Sale, attach a surveyor's plat and state the straight line distance from property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.

Church: See survey attached

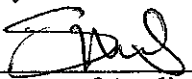
School: See survey attached

Library: See survey attached

Public Recreation: See survey attached

VERIFICATION OF APPLICATION

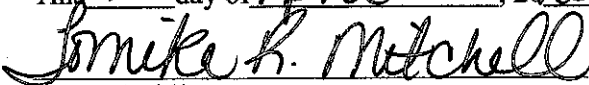
I hereby make application for an Alcohol Beverage License for the City of Clarkston. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.


Signature of Applicant or Agent

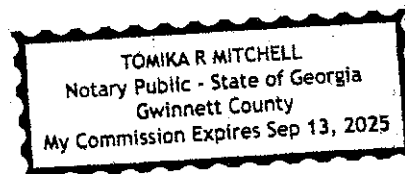
Meseret D. Belete
Print or Type Name

I certify that Meseret D. Belete (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 9th day of April, 2025.


Notary Public

My commission expires on: 9/13/2025



Type text here

BACKGROUND CHECK OWNERS/MANAGERS

An Alcohol Permit Applications must include a background check for all owners, partners and managers.

Application must be made to the City of Clarkston Police Department, Municipal Courts, 3921 Church Street, Clarkston, GA 30021, (404) 292-9465

Hours: 9:00a.m. to 4:00p.m. Monday through Friday

Fees:

Owner/Manger Permits are \$50.00 which includes processing of Criminal History record

Payment Forms: Cash or Credit Card

Name: Meseret D. Belete

Date: 4-14-2025

Business: Dillyet, LLC d/b/a 76 Food Mart

Title: Member/Owner/Manager

Are you an Owner or Manager? ☒ Manager ☒ Owner ☐ Partner

If you are an Owner/ Manager have you obtained Personnel Statement from City Hall? ☒ Yes ☐ No

Do you consent to the Clarkston Police Department checking your criminal history? ☒ Yes ☐ No

Have you ever been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. ☐ Yes, Please Explain ☒ No

Are you currently serving probation? ☐ Yes, Please Explain ☒ No

For Official Use Only

City Hall:

Authorized By: _____ Date: _____

ID Paid: ☐ Yes ☐ No

Police Department:

Criminal History Record Checked? ☐ Yes ☐ No

Applicant is able to obtain Permit? ☐ Yes ☐ No, If no, please state reason for denial.

Permit No. _____

Signed By: _____ Date: _____

Name: _____

Please Print Name

ALCOHOLIC BEVERAGE PERSONNEL STATEMENT
OWNERS/MANAGERS/ASSISTANT MANAGERS

Type of License: _____

Business: _____

Address: _____

Telephone: _____

Instructions: This personnel statement must be executed under oath or affirmation by every person having any ownership or profit sharing interest in, or managing any place of business applying for license from the City of Clarkston, Georgia to sell or deal in alcoholic beverages or distilled spirits. Please type or print clearly in ink. If not legible, Statement will not be accepted. Each question must be fully answered. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. A personnel statement, including two (2) passport-size photographs and two (2) fingerprint cards are required by Questions 31 and 32, for all owners/managers/assistant managers and must be submitted with every license application.

1. Meseret D. Belete, [REDACTED]

Full Name of Applicant and Address

2. Social Security Number: [REDACTED]

3. Driver's License Number: [REDACTED]

4. Date of Birth: [REDACTED] 1982

Place of Birth: [REDACTED]

5. U.S. Citizen A copy of verifiable identification must be provided at the time of application. Copy of driver's license or State photo ID card.

a. () by birth

b. (X) Naturalized

Date: _____

Place: _____

Court: _____

Petition Number: _____

Certificate Number: XXXXXXXXXX

Derived Parent Certificate Number(s) _____

Alien Registration Number: _____

Native Country: [REDACTED] Date of Port Entry: 8/21/2015 - Atlanta GA

6. How long have you been a legal resident of Georgia? 17 Years Months

7. Marital Status () Single (x) Married () Widowed () Divorced () Separated

8. If married, give spouse's full name Kiflom A. Gebrerufale

9. Physical Description of Applicant	Black	Race	Female	Sex	5'5"	Height	118	Weight
	43	Age	Black	Hair Color	Brown	Eyes		

10. Education and training specific to restaurant/alcohol field. Responsible Alcohol Sales Training with certificate

11. Have you ever used or been known by any other name ☐ yes ☒ No

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period which you were known by this name. none

13. Are you registered to vote in the state of Georgia ☒ yes ☐ No

County Registered Gwinnett

Number of years registered 10

14. For the last calendar year, did you file and pay any County property tax () yes ☒ No

15. For the last calendar year, did you file and pay any City property tax () Yes ☒ No
Name of City _____

16. Employment record for the past ten (10) years (Give most recent experience first, is self-employed give details)

	From	To	Employer	Occupational Duties	Reason for Leaving
a.	12/2024	- Present	Dillyet, LLC	Owner/Ops Manager	
b.	2015	- 11/2024	house wife		
c.					
d.					
e.					
f.					
g.					
h.					

17. List, with your most recent place of residence first, all of your residences for the past ten (10) years

	Date From/To	Street	City	State
a.	05/2019 - Present			
b.	02/2015 - 04/2019			
c.				
d.				
e.				

18. Military Service () Yes ☒ No List Serial Number _____ Branch of Service _____
Period of Service _____ Date of Discharge _____ Type of Discharge _____

19. Have you ever been convicted of a felony relating to violence, illegal substances, gambling, theft or alcohol use, or of a crime opposed to decency and morality, or who has been convicted of a crime involving violation of the ordinances of the city or any other city or county relating to the use, sale, taxability, or possession of malt beverages, wine or liquor, or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability thereof within ten (10) years preceding this application? _____ Yes ☒ No

20. Full name of dealer and trade name, if any, submitting application of which this personnel statement is a part.

21. Position of applicant in dealer's business. Owner/Manager

22. Does applicant have any ownership/profit sharing interest in the business? ☒ Yes () No

State annual salary of applicant or the estimated annual profit or compensation derived from this business.
% based on profit _____

23. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises? () Yes (X) No if yes, explain _____

24. Do you have any financial or are you employed in any wholesale or retail liquor business other than the business submitting the license application of which this personnel statement is a part? () Yes (X) No if yes, give names and locations and amount of interest in each. _____

25. Do you have any financial interest or are you employed in any business engaged in distilling, bottling, rectifying or selling (wholesale, retail or manufacturing) alcoholic beverages in this state or outside this state which has not otherwise been disclosed in the statement. () Yes (X) No If yes, explain _____

26. Have you ever had any financial interest in an alcoholic beverage business which was denied a permit? () Yes (X) No if yes, explain _____

27. Has any alcoholic beverage business in which you hold or have held any financial interest or have been employed, ever been cited for any violation for the rules and regulations of the State Revenue Commission relating to the sale or distribution of distilled spirits? () Yes (X) No If yes, explain _____

28. Have you ever been denied a bond by a commercial surety company? () Yes (X) No if yes, explain _____

29. Are you related by blood, marriage or adoption to any persons engaged in any business handling alcoholic beverages, whiskeys or liquors in the State of Georgia. () Yes (X) No

30. Personal References. Give three (3) personal references, not relatives (i.e., former employees, fellow employees or school teachers who are responsible adults, business or professional men or women) who have known you well during the past five (5) years.

Name Andrea Yoon
Residence _____
Business Address _____
Telephone Number _____ Number of years known 6

Name Mike
Residence _____
Business Address _____
Telephone Number _____ Number of years known 8

Name Christopher Pope
Residence _____
Business Address _____
Telephone Number _____ Number of years known 5

31. Attach two (2) passport-size photographs (front view). Write name on back of photographs and also the name of dealer submitting a license application. Initial here if such photographs are attached. _____

32. There must be submitted with this personal statement the fingerprints of applicant on two (2) fingerprint cards, which will be furnished to the City of Clarkston. Initial here that such fingerprint cards are attached. _____

Verification

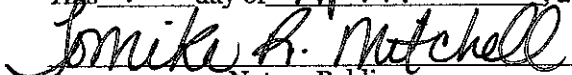
I, Meseret D. Belete, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of Clarkston license as a dealer in alcoholic beverage and distilled spirits are true, and no false or fraudulent statements or answer is made therein to procure the granting of such license. I hereby submit for an Alcoholic Beverage Privilege License Personnel Statement for the City of Clarkston. I do hereby swear or affirm that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this statement and any related application. I certify that neither I, nor any of the other owners of the retail or wholesale establishment, nor the manager of such establishment has been convicted or has plead guilty or entered a plea of nolo contendere to any crime, misdemeanor, and/or felony involving moral turpitude, lottery, or illegal possession or sale of narcotics or liquors within a period of ten (10) years immediately prior to the filing of such application. I understand the City of Clarkston reserves the right to enforce any and all ordinances regardless of payment of license fees and further that it is my/our responsibility to conform to said ordinance in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Clarkston pursuant to O.C.G.A. §16-10-20.


Applicant's Signature (full name in ink)

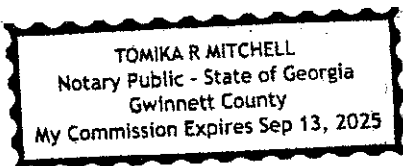
Meseret D. Belete
Applicant's Name (Print or Type)

I certify that Meseret D. Belete (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 9th day of April, 2025.


Notary Public

Seal:





NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant that is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history record check for a non-criminal justice purpose (such as an application for a job or license, immigration or naturalization, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
- In the event an adverse employment or licensing decision is made, you must be informed of all information pertinent to that decision to include the contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision shall be a misdemeanor [O.C.G.A. § 35-3-34(b) and §35-3-35(b)].

You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If the employment/licensing agency policy permits, the agency may provide you with a copy of your Georgia or FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, information regarding how to obtain a copy of your Georgia, FBI or other state criminal history may be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.



APPLICANT SIGNATURE

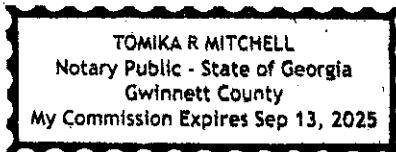
04-09-25
DATE

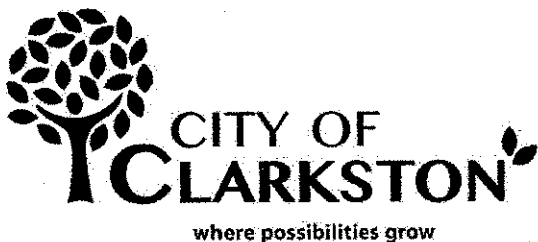


NOTARY SIGNATURE

4/9/2025
DATE

SEAL





I hereby authorize the Clarkston Police Department to conduct a fingerprint-based criminal history record check as part of my Alcoholic Beverage License application.

I understand that the Clarkston Police Department will use the Georgia Crime Information Center to search its criminal history files, as well as the Federal Bureau of Investigation for a federal record check, if authorized.

I acknowledge that the results of this fingerprint check will be electronically transmitted to the Clarkston Police Department, who will review them to assess my suitability for the position I have applied for. I further understand that the Clarkston Police Department will not retain a copy of my criminal record and complies with all confidentiality and security protocols for handling and disseminating state and federal criminal history information.

Fingerprint-based criminal history record checks are available for a fee of \$65.00 and are conducted by the Clarkston Police Department on Tuesdays and Thursdays, by appointment only. You must present a valid photo ID (e.g., driver's license or U.S. Passport) and a signed and notarized Non-Criminal Justice Applicant's Privacy Rights form. The Clarkston Police Department is located at 3921 Church St., Clarkston, GA 30021.

Name: Meseret Degene Belete

Signature: [Handwritten Signature]

Date: 04-09-25

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

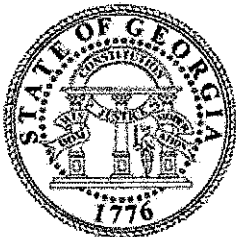
I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Dillyet, LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **12/20/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/27/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 01/21/2025 13:51:40

BUSINESS INFORMATION

BUSINESS NAME : Dillyet, LLC
CONTROL NUMBER : 24233634
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2025

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 4556 E Ponce de Leon Ave, Clarkston, GA, 30021, USA
REGISTERED AGENT NAME : Laticia M Amersi
REGISTERED OFFICE ADDRESS : 4556 E Ponce de Leon Ave, Clarkston, GA, 30021, USA
REGISTERED OFFICE COUNTY : Dekalb

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 4556 E Ponce de Leon Ave, Clarkston, GA, 30021, USA
REGISTERED AGENT NAME : Meseret Belete
REGISTERED OFFICE ADDRESS : 4556 E Ponce de Leon Ave, Clarkston, GA, 30021, USA
REGISTERED OFFICE COUNTY : Dekalb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Meseret Belete
AUTHORIZER TITLE : Member

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 12/20/2024 3:54:10 PM

BUSINESS INFORMATION

CONTROL NUMBER 24233634
BUSINESS NAME Dillyet, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 12/20/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 4556 E Ponce de Leon Ave, Clarkston, GA, 30021, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Laticia M Amersi	4556 E Ponce de Leon Ave, Clarkston, GA, 30021, USA	Dekalb

ORGANIZER(S)

NAME	TITLE	ADDRESS
Kiflom Gebrerufael	ORGANIZER	4556 E Ponce de Leon, Clarkston, GA, 30021, USA
Laticia M Amersi	ORGANIZER	4556 E Ponce de Leon, Clarkston, GA, 30021, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Kiflom Gebrerufael
AUTHORIZER TITLE Organizer

Why am I receiving this document?

Below is confirmation of your Sales and Use Tax Certificate of Registration.

View and print additional copies of this Certificate of Registration by logging into your Georgia Tax Center (GTC) account at <https://gtc.dor.ga.gov>.

What am I required to do?

- You must publicly display this certificate in your place of business.
- You must timely file sales and use tax returns, even if no tax is due.
- You are to file monthly, unless the Georgia Department of Revenue notifies you of a different filing frequency.
- Returns and payments are due no later than the 20th day of the month following the period being reported.

What should I do if there are changes to my business?

- A business may update its officers, mailing address, trade name, and NAICS code through GTC.
- If you open a new business location, you must register the location by logging into your GTC account and registering a new tax account.
- If the business is sold or closes, you must file a final return and submit payment within 15 days of the sale or closure.
- If there are errors on your certificate or other changes to your business, such as a change in ownership or name change, contact the Taxpayer Services Division at (877) 423-6711 or via email at st-license@dor.ga.gov.

Sales and use tax returns may be filed electronically through GTC.



THIS CERTIFICATE MUST BE PUBLICLY DISPLAYED AS PROVIDED BY LAW

SALES AND USE TAX CERTIFICATE OF REGISTRATION

STATE OF GEORGIA
DEPARTMENT OF REVENUE
Taxpayer Services Division

Issued pursuant to the Retailers' and Consumers' Sales and Use Tax Act of 1951, as amended.
The person named below is authorized and empowered to collect state and local sales and use taxes.

STATE TAXPAYER IDENTIFIER: [REDACTED]	EFFECTIVE DATE: 01-Jan-2025	SALES TAX NUMBER: [REDACTED]	COUNTY NAME: DEKALB
NAICS: 457110 - Gasoline Stations with Convenience Stores		Secondary NAICS: None	

DILLYET, LLC
76 FOOD MART
4556 E PONCE DE LEON AVE STE A
CLARKSTON, GA 30021-8101

IMPORTANT - This Certificate is
NON TRANSFERABLE

Frank M. Council

State Revenue Commissioner

EACH PLACE OF BUSINESS MUST BE REGISTERED SEPARATELY.

APPLICATION TO REGISTER BUSINESS
UNDER A TRADE NAME

2025TN00163

STATE OF GEORGIA, COUNTY OF DEKALB

The undersigned hereby certifies that (they are) (it is) (he is) (she is) conducting a
business in the City of Clarkston, County of DeKalb, at

Address: 4556 E Ponce De Leon Ave, Ste ACity: Clarkston State: GA Zip Code: 30021in the State of Georgia, under the name: 76 Food Mart

(Insert Trade Name)

and the nature of the business is:

Convenience Store with Gasoline

and that said business is composed of the following: (Check one)



Person



Corporation/LLC



Partnership

Full Name/Title:
(Of Person or Corp/LLC)

Address: (Required: Complete Address with City, State and Zip Code)

1. Dillyet, LLC1. Address: 4556 E Ponce De Leon Ave, Ste ACity: Clarkston State: GA Zip: 30021

2.

2. Address:

City: _____ State: _____ Zip: _____

3.

3. Address:

City: _____ State: _____ Zip: _____



FEE: \$150.00

Initials Required: I understand that I am responsible for verifying availability of the above
Trade Name before submitting my application. If I register a Trade Name already in use, I will
lose my application fee and will be required to submit a new application and pay a new
application fee to register another Trade Name. Trade Name books are located in G-50 of the Clerk of
Superior Court's Office and are available for review during regular business hours.

This affidavit is made in compliance with GA Code Annotated, Title 10, Chapter 1, Section 490.

Applicant/Owner Signature

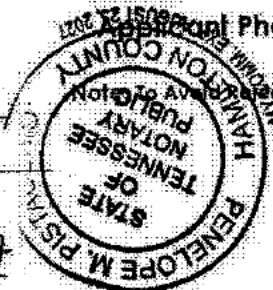
Meseret D. Belete

Applicant/Owner Name (Printed)

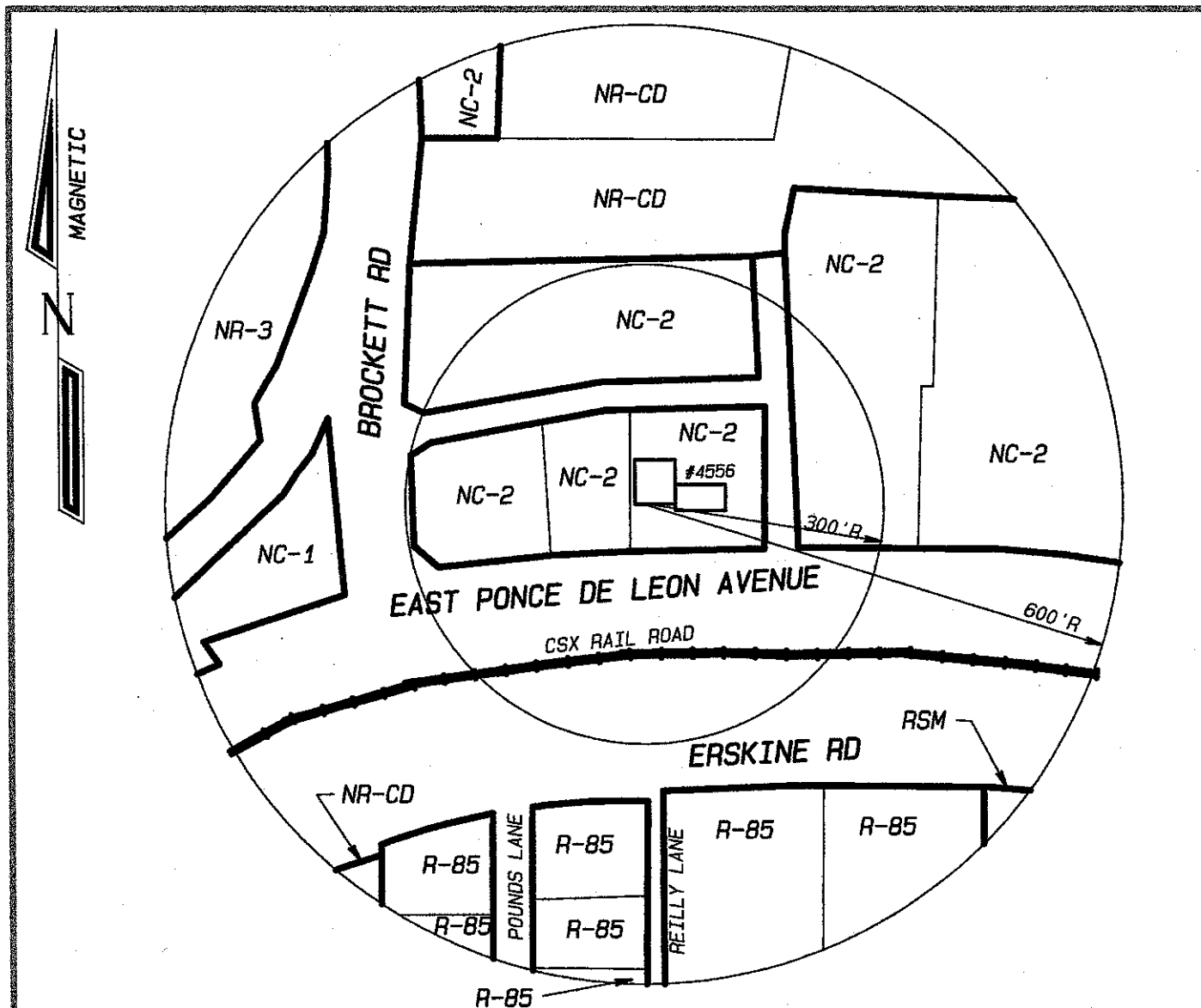
Sworn and subscribed before me,

Applicant Phone Number [REDACTED]

(Required for Publication)

this 28 day of March, 2025
Penelope M. Pistrachis
Notary Public
State of Georgia TN
My Commission Expires: 8/23/2027

MT



ALCOHOL LICENSE SURVEY NOTES:

NEAREST PUBLIC SCHOOL: ±1,730 YDS TO IDLEWOOD ELEMENTARY SCHOOL
 1484 IDLEWOOD ROAD
 NEAREST PUBLIC PARK: ±667 YDS TO FRIENDSHIP FOREST
 4380 EAST PONCE DE LEON AVENUE
 NEAREST CHURCH: ±570 YDS TO VIETNAMESE FAITH BAPTIST CHURCH
 4692 EAST PONCE DE LEON AVENUE
 NEAREST ALCOHOL TREATMENT FACILITY: ±6,224 YDS TO DEKALB COUNTY MENTAL HEALTH
 455 WINN WAY DECATUR
 NEAREST LIBRARY: ±2333 YDS TO CLARKSTON PUBLIC LIBRARY
 951 NORTH INDIAN CREEK DRIVE
 NEAREST ADULT ENTERTAINMENT: ±880 YDS TO STROKERS
 1353 BROCKETT RD

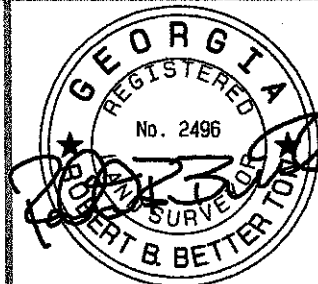
GRAPHIC SCALE 1"=200'



BETTERTON
SURVEYING & DESIGN, INC.

LAND SURVEYING,
 LAND PLANNING,
 SUBDIVISION & COMMERCIAL
 SITE DESIGN

950 WEST SANDTOWN ROAD
 MARIETTA, GEORGIA 30064
 (678) 483-0242



MARCH 31, 2025

ALCOHOL SURVEY

4556 EAST PONCE DE LEON AVENUE

LOCATED IN:
 LAND LOT 120 - 18TH DISTRICT
 DEKALB COUNTY, GEORGIA
 CITY OF CLARKSTON
 SCALE: 1" = 200FT.
 DATE: 03/31/25
 PREPARED FOR: DILLYET, LLC
 D.B.A. 76 FOOD MART

22158

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "OPERATEING ") is made and entered as of the Effective Date by and between Business Owner and Operator.

ARTICLE 1 DEFINITIONS

As used in this Lease, the following terms shall have the respective meanings set forth in Article 1 below. Other terms are defined elsewhere in this Lease. If there are any conflicts between the terms in this Article 1 and the terms in the remainder of the Lease, the terms in this Article 1 shall govern and control.

Effective Date (also known as the date of this Lease):	March 15, 2025
Owner:	HENRICO MK LLC., a Georgia corporation; MALIK KARIMI, an individual and Georgia resident
Lender:	Any person or entity which made or makes a loan to Owner, secured by a Security Deed
Security Deed:	A deed to secure debt, mortgage, deed of trust or similar security instrument, security agreement or UCC financing statement, now or hereinafter encumbering the Premises, and any modifications, renewals, consolidations, extensions, or replacements of any of the foregoing, and all advances made or hereafter to be made upon the security thereof
Operator:	DILL YET LLC, a Georgia Incorporated; MESERET BELETE, an individual and Georgia resident; d/b/a 76 Food Mat
Premises:	<p>The term, "Premises" shall mean the Land, Improvements and Personality, collectively and as such terms are defined below.</p> <p>(a) The lot, tract or parcel of land, bearing a street address of 4556 E PONCE DE LEON A VE, Ste A, CLARKSTON, GA, 30021, as more particularly described in Exhibit A attached hereto and made a part hereof, together with all of Business Owner easement rights and appurtenances thereto, and all necessary easements and appurtenances in Business Owner's adjoining and adjacent land, highways, roads, streets, lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of sewers, water, gas, drainage, electricity and other utilities and for driveways and approaches to and from abutting highways, for the use and benefit of the Land and the Buildings (collectively, the "Land");</p> <p>(b) All buildings (singularly or collectively, the "Buildings"), structures and other improvements now existing or hereafter constructed on the Land, together with all lighting, electrical, mechanical, plumbing, petroleum storage and dispensing, and heating, ventilation and air conditioning systems and fixtures used in connection with the Land and Improvements (collectively, the "Improvements"); and</p> <p>(c) All equipment and other personal property and fixtures owned by Business Owner situated on the Land, together with all additions and accessions thereto, substitutions therefor and replacements thereof permitted by this Lease (collectively, the "Personalty").</p>

Term:	The period of time commencing on the Effective Date of this Lease and terminating on the last day of the Twenty four (24th) full calendar month following the Rent Commencement Date, unless this Lease shall sooner terminate or be extended as provided herein; provided, however, if the Rent Commencement Date is not the first day of a month, then the Term shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and thereafter for the total number of months set forth above. Upon Business Owner's written request, Operator shall promptly execute and deliver to Business Owner documentation confirming the date of Business Owner's delivery of the Premises to Operator, the Rent Commencement Date and Expiration Date of the Term of this Lease; provided, however, execution and delivery of such documentation shall in no event delay any such dates.
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Lease Year:	"Lease Year 1" means the period beginning on the Rent Commencement Date and ending on the last day of the twelfth (12 th) full calendar month thereafter; provided, however, if the Rent Commencement Date is not the first day of a month, then Lease Year 1 shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and for a period of 12 full calendar months thereafter. "Lease Year" means each successive twelve (12) month period after Lease Year 1 occurring during the Term.
Renewal Options and Renewal Terms (if any):	None

Rent Commencement Date:	Same as the Effective Date
Expiration Date:	The last day in the last month of the Term.

Base Rent for the Term:	The sum due and payable during the Term, as set forth below	
Period:	Monthly Base Rent	Annual Base Rent
Lease Year - 2	\$14000.00	\$168000.00
Additional Rent:	All amounts, costs, expenses, liabilities and obligations which Operator is required to pay pursuant to the terms of this Lease other than Base Rent, including amounts, costs, expenses, liabilities and obligations due to or incurred by Business Owner as a result of or in connection with the exercise of any right of Business Owner under this Lease or Operator failure to perform any obligation hereunder.	

Prepaid Base Rent:	None
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A Special Default Event:	<p>The occurrence of any one or more of the following events:</p> <ol style="list-style-type: none"> 1. A default or event of default by Operator under (a) any fuel supply agreement to which Operator is a party, and/or (b) any fuel supply account for the purchase of motor fuel products to the Premises. 2. The retail beer/wine license permitting the sale of beer and wine at the Premises is suspended, revoked and/or cancelled. 3. The lotto license permitting the sale of lottery tickets and/or programs at the Premises is suspended, revoked or cancelled. 4. The COAM license for the operation of the amusement game machines at the Premises is suspended, revoked and/or cancelled.
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Permitted Use(s):	Use as a branded retail motor fuel outlet and convenience store, and for no other purpose or use whatsoever
Operator Trade Name:	The brand name of the retail motor fuel sold by Motor Fuel Supplier for resale at the Premises.
Motor Fuel Supplier:	The person or entity from time to time designated by Business Owner to delivery and sell retail motor fuel products to the Premises.

Operator Address for Notices:	Same as Premises address
Business Owner's Address for Notices:	4556 E PONCE DE LEON AVE, CLARKSTON, GA, 30021

Exhibits:	<p><u>Exhibit A</u> -- Legal Description of Land</p> <p><u>Exhibit B</u> - Special Stipulations</p> <p>The Exhibits enumerated above (if any) are made a part of this Lease.</p>
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ARTICLE 2

TERMS AND CONDITIONS

1. DEMISE. Business Owner, for and in consideration of the rents, covenants and other payments hereinafter to be paid, observed, performed and fulfilled by Operator, has demised and leased to Operator, and Operator, by these presents, does hereby rent and take the Premises from Business Owner, subject to any state of facts that an accurate survey and inspection would show; to zoning ordinances affecting the Premises, to general utility, sewer and drainage easements of record, and to other easements, restrictions and encumbrances appearing in the public records of the county where the Land is situated on the Effective Date, to have and to hold for the Term.

2. TERM; ACCEPTANCE OF PREMISES. This Lease shall be effective and in full force upon the Effective Date and continues thereafter through and until 11:59 p.m. on the Expiration Date. Operator shall have and hold the Premises for the Term, unless sooner terminated or extended as hereinafter provided. Operator takes and accepts the Premises upon the terms and conditions herein contained and in its present condition and **AS IS, WHERE IS, WITH ALL FAULTS CONDITION**, and hereby stipulates that the Premises are suited for the use intended by Operator, except as may be otherwise expressly provided in this Lease, to have and to hold the same for the Lease Term. Operator agrees that Business Owner has made no representations and/or warranties, express or implied, with respect to the Premises; that it has examined the Premises and is fully satisfied with the condition thereof, including but not limited to the economic viability, profitability or business potential of the business thereon; and that it is solely relying on the results of its own investigation relative to the entry of this Lease.

3. RENT. During the Term, Operator covenants and agrees to pay to Business Owner, without notice, demand, setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, the sums designated as Rent for the respective periods, as set forth in Article 1. References to "Rent" shall mean the sums designated as Base Rent and Additional Rent. Rent shall be paid in lawful money of the United States, at Business Owner's Address for Notices; provided, however, Business Owner reserves the right to collect Rent by electronic means, including electronic funds transfer or ACH or by online (Web-based) means, and Operator hereby covenants and agrees, from time to time, to execute any and all documents required to facilitate payment by such means. Operator shall commence payment of Rent on the Rent Commencement Date. Unless otherwise provided by this Lease, all amounts due from Operator to Business Owner for Rent shall be payable on or before the 1st calendar day of each and every calendar month hereunder, in advance; provided, however, Rent shall be prorated for a partial month. It shall be Operator responsibility to confirm that Rent payments are received by Business Owner on or before the date when such payments are due. Payments that are mailed are done so at Operator sole risk and, regardless of when a payment is mailed, payment shall not be deemed received by Business Owner until the payment is actually in Business Owner's possession. If Business Owner fails to receive all or any portion of Rent by its due date, Operator shall pay a Late Charge to Business Owner, as Additional Rent, such amount being an administrative charge payable to Business Owner to handle the additional costs incurred by Business Owner in connection with such late payment, together with interest on the amount of Rent due at the rate of One and One-Half Percent (1.50%) per month (the "Default Rate"), calculated from the due date of the delinquent Rent through the date of payment thereof. Nothing in this Section shall authorize Operator to pay Rent later than the due date, and acceptance of a late charge or interest shall not constitute a waiver of Operator default with respect to the overdue amount nor prevent Business Owner from exercising any of the other rights and remedies available to Business Owner under this Lease, at law or in equity. Should Business Owner, at its option, either extend the time of payment or accept partial Rent payment due, neither of such actions shall prejudice Business Owner's right to subsequently insist upon Operator strict compliance with the requirements hereof, and Business Owner's acceptance of any partial Rent payment shall be without prejudice to Business Owner's right to recover the balance of Rent then owing or to pursue any remedy provided for in this Lease. Should Operator present a check to Business Owner that is returned by Operator bank for any reason or should an electronic payment not clear, post or be valid for any reason, Operator agrees to pay a service charge not to exceed \$35.00 or five percent (5%) of the face amount of the check or insufficient electronic payment, whichever is lesser, plus an amount equal to any bank fee charged to Business Owner.

4. SECURITY DEPOSIT. Operator shall deposit the Security Deposit with Business Owner on or prior to the Effective Date, which shall be held by Business Owner, without liability to Operator for any interest thereon, as security for the full and faithful performance by Operator of each and every term, covenant and condition of this Lease. If the Rent or Additional Rent shall be unpaid or should Business Owner make payments on behalf of Operator, or should Operator fail to perform any of the terms of this Lease, then Business Owner may, at its option,

appropriate and apply the Security Deposit, or so much thereof as may be necessary to compensate Business Owner toward the payment of the Rent, charges or other sums due from Operator, or towards any loss, damage or expense sustained by Business Owner resulting from such default on the part of Operator; and in such event Operator shall upon demand restore the Security Deposit to the original sum deposited. In the event Operator furnishes Business Owner with proof that all utility bills have been paid through the date of Lease termination, and performs all of Operator other obligations under this Lease, the Security Deposit shall be returned in full to Operator within thirty (30) days after the Expiration Date, or sooner date of termination of this Lease pursuant to agreement of the parties, and the surrender of the Premises by Operator in compliance with the provisions of this Lease. In the event of a sale of the Premises, subject to this Lease and transfer of the Security Deposit to the new Business Owner, Business Owner shall be released from all liability for the return of the Security Deposit and Operator shall look solely to the new Business Owner for the return of the Security Deposit. This provision shall apply to every transfer or assignment made of the Security Deposit to a new Business Owner.

5. UTILITIES. During the Lease Term, Operator shall open its own accounts for utilities serving the Premises, including (if applicable) gas, electricity, water, sewer and all other utilities required by Operator for the Premises. Operator shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Premises. Business Owner shall not be liable for any interruptions in utility services, which are due to fire, accident, strike, acts of God, or other causes beyond the reasonable control of Business Owner.

6. USE OF PREMISES. Premises shall be used for the Permitted Use(s) and no other. The Premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Operator covenants and agrees that it will not use, or suffer, or permit any person, firm or entity to use the Premises or any portion thereof in violation of the laws of the Governmental Authorities (as defined in Section 32 hereof). Operator agrees to keep the Premises open on days and at hours reasonably customary for the Permitted Use(s) in the county where the Premises are located and in any event subject to, and in compliance with, the requirements and rules of the Motor Fuel Supplier and motor fuel brand, will operate Premises under Operator Trade Name, and will keep the Premises fully-stocked with merchandise with an adequate supply of merchandise and products for sale to the general public. Operator, at Operator expense, shall be responsible to procure and maintain all state and local licenses and permits that may be required for Operator to operate the Premises for the Permitted Use(s). Operator shall not at any time abandon the Premises, but shall in good faith continuously throughout the Term of this Lease conduct and carry on in the Premises the type of business for which the Premises are leased. Operator shall operate its business in a high class and reputable manner, so as to maintain a character in keeping with the area surrounding the Premises. This Lease shall be deemed and construed to be a "net lease" and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Business Owner be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder. Business Owner reserves the right to make reasonable rules and regulations, as in its judgment may, from time to time, be needed for safety, care and cleanliness of the Premises, and for the preservation of good order therein. Such rules and regulations shall be effective upon notice to Operator.

7. CARE OF PREMISES. Operator assumes the sole responsibility for the condition, use, operation, maintenance, replacement and management of the Premises and Business Owner shall have no responsibility in respect thereof and shall have no liability for damages to the property of Operator or any sublessee of Operator or anyone claiming by, through or under Operator for any reason whatsoever, unless such damage is caused by the gross negligence or willful misconduct of Business Owner, provided that such gross negligence or willful misconduct shall not entitle Operator to abate, suspend, defer, diminish or reduce the payment of Base Rent or Additional Rent. All costs and expenses (other than depreciation, interest on and amortization of debt incurred by Business Owner, and costs incurred by Business Owner in financing or refinancing the Premises) and other obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable with respect to the period which ends on the expiration of the Term in accordance with the provisions hereof (whether or not the same accrue or shall become payable before or during the Term or thereafter) shall be paid and performed by Operator. Any and all repairs, replacements, rebuilding, painting, cleaning and maintenance of the Premises shall be performed with materials and labor of the kind and quality equal or superior to the original work. Operator shall keep in force at all times during the Term of this Lease a service and maintenance agreement for semi-annual inspection and servicing on all heating, ventilating and air conditioning

equipment and provide a copy of said agreement to Business Owner within five (5) day after notice of a request for same. Operator agrees to return the Premises to Business Owner at the expiration of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty and permitted improvements by Operator or suboperators hereunder alone excepted. Any personal property of Operator not removed within ten (10) days following the expiration or earlier termination of this Lease shall be deemed to have been abandoned by Operator and shall, at Business Owner's option, become the property of Business Owner, and may be retained or disposed of by Business Owner, as Business Owner shall desire. If Business Owner, in the exercise of Business Owner's sole discretion, determines that emergency repairs, replacement, rebuilding, painting, cleaning or maintenance for which Operator is responsible are necessary or desirable, or any repairs, replacement, rebuilding, painting, cleaning or maintenance to the Premises are made necessary by any act or omission or negligence of Operator agents, employees, suboperators, assignees, concessionaires, contractors, invitees, licensees, or visitors, then, in any of such events, Business Owner shall be entitled, but not obligated, to perform or cause to be performed such repairs, replacement, rebuilding, painting, cleaning, or maintenance without incurring any liability to Operator for any damage caused thereby, and Operator shall pay Business Owner the cost thereof as Additional Rent upon demand.

8. ALTERATIONS. Operator shall not make any alterations, additions, or improvements to the Premises (the "Remodeling") without Business Owner's prior written consent, which consent may be granted, denied, withheld or conditioned by Business Owner in its sole and absolute discretion. All approved Remodeling will be performed in a good and workmanlike manner, in conformity with all laws, and by a contractor reasonably satisfactory to Business Owner, free of any liens or encumbrances. Business Owner may require Operator to remove any Remodeling (whether or not made with Business Owner's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Operator expense. All Remodeling, which Business Owner has not required Operator to remove, shall become Business Owner's property and shall be surrendered to Business Owner upon the termination of this Lease, except that Operator may remove any of Operator trade fixtures or other personal property, which can be removed without damage to the Premises.

9. TAXES. Operator agrees to pay, as Additional Rent, all ad valorem or real estate taxes, ad valorem taxes, assessments (including, without limitation, general and special assessments for public improvements or benefits whether or not commenced or completed during the Lease Term, as same may be extended or renewed, sanitary and trash removal assessments, and all property owners' association, subdivision, and all other types of public, quasi-public or private assessments, fees or exactions or similar charges of any nature whatsoever), water charges, sewer rents and all other taxes or any type of assessments whatsoever levied, assessed or imposed at any time by any Governmental Authorities upon or against the Premises or any portion thereof, which accrue or become due with respect to any period during the Term, and also any tax or assessment levied, assessed or imposed against the Premises or any portion thereof at any time by any Governmental Authorities in connection with any franchise, or the receipt of any income, rent or profit from the Premises to the extent that same shall be in lieu of all or a portion of any of the aforesaid taxes or assessments upon or against the Premises, and which accrue or become due with respect to any period during the Term (collectively, the "Taxes"). Operator shall pay an amount equal to one-twelfth (1/12) of the annual estimated Taxes monthly in advance along with Operator payment of Base Rent, based upon Business Owner's estimate of such costs, with adjustment to actual amounts to be made from time to time upon determination of such actual amounts. Such payments shall be based on Business Owner's reasonable estimates, subject to adjustment from time to time on actual determination, of the amount of the Taxes. The failure of Operator to pay any portion of the Taxes, after receipt of Business Owner's estimate of such amount, shall constitute an event of default under this Lease and shall be treated for all purposes as an event of default in the payment of Rent. Business Owner's estimate of the monthly Taxes for the first twelve (12) months of the Term is contained in Article 1. Together with Business Owner's actual determination of the Taxes for the current or prior calendar year, Business Owner shall provide Operator with a copy of the tax bill for the Premises, which formed the basis for its determination of Taxes for the current or prior year. In the event that Business Owner's estimated calculation of Operator Taxes was incorrect, and Operator owes additional Taxes based on Business Owner's estimates, Operator shall pay Business Owner such excess with the next installment of Base Rent, or if such payment is due at the end of the Lease Term, within thirty (30) days of receipt of such determination. In the event that the tax bill shows that Operator has overpaid taxes for the current or any prior year, Business Owner shall credit such overpayment to Operator next due payment of Base Rent under the Lease; provided, however, if Operator is due a credit at the end of the Term, Business Owner shall refund such over payment within thirty (30) days of the expiration or earlier termination of this Lease. Operator may contest or appeal the validity or amount of any Taxes; provided that the right to contest or appeal the Taxes shall be exclusively reserved

to Business Owner in the last Lease Year of the Lease. In the event Business Owner receives any refund allocable to payments made by Operator (less any costs incurred in connection with such contest), Operator shall receive a credit in the amount of such refund against the next succeeding payment or payments of the share of Taxes due from Operator.

10. INSURANCE. Operator shall, during the Term of this Lease, and at Operator expense, maintain in full force and effect: (a) All risk property insurance covering (i) the Premises and improvements and all replacements and additions thereto, and all building materials and other property which constitute part of the Premises, (ii) the Personalty and all additions or replacements thereof; (iii) the trade fixtures of Operator, including but not limited to any signs, stock, inventory, furniture and fixtures, equipment and improvements and betterments installed by Operator, all amounts not less than one hundred percent (100%) of the full replacement value thereof (as reasonably determined by Business Owner); (b) Contractual and comprehensive commercial general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises, which insurance shall be written on a so-called occurrence basis, and shall provide minimum protection with a combined single limit in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) for any one occurrence, and such insurance shall have a deductible of not greater than Five Thousand and No/100 Dollars (\$5,000.00); (c) [Intentionally omitted]; (d) Liability insurance which shall include coverage for all liabilities arising out of the dispensing or selling of alcoholic beverages imposed under any laws, including, without limitation a "dram shop" or alcoholic beverage control act; and (e) Such additional and/or other insurance coverage, endorsements, or deductibles with respect to the Premises and in such amounts as reasonably requested by Business Owner or its Lender. Every insurance policy maintained pursuant to this Lease shall (a) provide that the issuer waives all rights of subrogation against Business Owner, any successor to Business Owner's interests in the Premises and Business Owner's Lender, and (b) provide that thirty (30) days' advance notice of cancellation, modification, termination or lapse of coverage shall be given to Business Owner and Business Owner's Lender and that such insurance, as to the interest of Business Owner and Business Owner's Lender, shall not be invalidated by any act or neglect of Business Owner, Business Owner's Lender, Operator or any party, nor by any foreclosure or any other proceedings relating to the Premises, nor by any change in the title ownership of the Premises, nor by use or occupation of the Premises for purposes more hazardous than are permitted by such policy, and (c) be primary and without right or provision of contribution as to any other insurance carried by Business Owner or any other interested party. The insurance required by this Section shall be written by companies and agencies reasonably satisfactory to Business Owner. All policies of property insurance provided for herein shall name the Business Owner and its Lender, as loss payee and additional insured, as their interest may appear, and all liability policies shall name the Business Owner and the Business Owner's Lender as additional insured, as their respective interests may appear.

11. DESTRUCTION OF OR DAMAGE TO PREMISES. Operator shall give immediate written notice to Business Owner of any damage to the Premises caused by fire or other casualty, and if Business Owner does not elect to terminate this Lease as hereinafter provided, Business Owner shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises, provided that such casualty was not caused by the actions or inaction of Operator. Notwithstanding the foregoing, in the event that (a) the insurance proceeds payable in connection with such damage and destruction shall be insufficient to make such restoration, (b) the Premises shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance, (c) the Buildings at the Premises shall be destroyed or rendered unoperatorable by any casualty to the extent of at least fifty percent (50%) of the gross rental area of the Buildings, as determined by Business Owner, (d) Business Owner shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction, (e) the holder of any Security Deed require that such proceeds shall be applied against any indebtedness owed to such holder, Business Owner may elect to terminate this Lease by giving notice to Operator within ninety (90) days after the occurrence of such casualty. In the event the Premises are partially or totally damaged or destroyed by a casualty at any time during the last two (2) years of the Term, Business Owner may elect to terminate this Lease by giving notice to Operator within ninety (90) days after the occurrence of such casualty. Rent shall be adjusted as of the date of such termination. Business Owner's obligation to rebuild and repair the Premises under this Section 11 shall in any event be limited to restoring the Premises to substantially the condition in which the same existed prior to the casualty, and Operator agrees that promptly after the completion of such work by Business Owner, Operator will proceed with reasonable diligence and at its sole cost and expense to restore all alterations, additions and improvements done by Operator within the Premises to substantially the condition in which the same existed prior to the casualty. Notwithstanding any of the provisions herein to the contrary, Business Owner shall have no obligation to rebuild the Premises or the Improvements and may, at its option, terminate this Lease, unless the damage or destruction is a result of a casualty covered by an insurance policy and the proceeds from the insurance are

made available to Business Owner for rebuilding. All of the insurance proceeds, excluding proceeds for trade fixtures, merchandise, signs and other personal property of Operator, shall be retained by and be the property of Business Owner. Operator agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of a casualty until Business Owner's repairs are completed, the Base Rent and Additional Rent shall not abate. Operator shall not be entitled to and hereby waives, releases, and relinquishes any and all claims against Business Owner for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

12. CONDEMNATION. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased (as reasonably determined by Business Owner), are condemned by any legally constituted authority for any public use or purpose, then, in either of said events, the Term of this Lease shall cease from the date when possession thereof is taken by public authorities, and Rent and Additional Rent shall be accounted for as between Business Owner and Operator as of said date. If such partial taking is not extensive enough to render the Premises unusable for the purposes herein leased (as reasonably determined by Business Owner), then this Lease shall continue in effect, except that the Base Rent shall be reduced in the same proportion that the leasable floor area of the Premises taken bears to the original leasable floor area leased and Business Owner shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Premises, but such work shall not exceed the scope of work in originally constructing the Premises, nor shall Business Owner, in any event, be required to spend for such work an amount in excess of the amount received by Business Owner as damages for the part of the Premises so taken. Operator hereby irrevocably assigns to Business Owner, any award or payment in respect of any condemnation; provided, that (except as hereinafter provided) nothing in this Lease shall be deemed to assign to Business Owner any award relating to the taking of Operator own tangible property and damages for Operator loss of business, business interruption, or removal and relocation or any award or payment on account of the Operator moving expenses and out-of-pocket expenses incidental to the move, if available, to the extent Operator shall have a right to make a separate claim therefor against the condemnor, it being agreed, however, that Operator shall in no event be entitled to any payment that reduces the award to which Business Owner is or would be entitled for the condemnation of Business Owner's interest in the Premises or for the taking of all or part of the fee simple estate.

13. ASSIGNMENT AND SUBLETTING. Operator shall not, without the prior, written consent of Business Owner which consent may be granted, denied, withheld or conditioned by Business Owner in its sole and absolute discretion, assign, sublet, hypothecate, offer for management by another, or otherwise transfer this Lease or any interest hereunder, sell the business at the Premises or any part thereof, or permit the use of the Premises by any party other than Operator (each of which shall be referred to as a "Lease Transfer"). A single transaction or a series of transactions in which more than a ten percent (10%) interest in Operator, whether stock, partnership interest, limited liability company membership interest, or otherwise, is transferred, diluted, reduced or otherwise affected, shall constitute a Lease Transfer, requiring Business Owner's prior written consent, which consent may be granted, denied, withheld or conditioned by Business Owner in its sole and absolute discretion. Business Owner's consent to a Lease Transfer shall not impair this provision and any future Lease Transfer shall be made likewise only on the prior written consent of Business Owner, which consent may be granted, denied, withheld or conditioned by Business Owner in its sole and absolute discretion. The assignee of Operator, at option of Business Owner, shall become directly liable to Business Owner for all obligations of Operator hereunder, but no sublease or assignment by Operator shall relieve Operator of any liability hereunder. Any request by Operator for approval for a Lease Transfer shall be accompanied by a processing charge in the amount of One Thousand Five Hundred Dollars (\$1,500.00).

14. EVENTS OF DEFAULT.

(a) The occurrence of any one or more of the following events during the Term of this Lease shall constitute an event of default under this Lease on the part of the Operator: (i) If the Base Rent or any part thereof, or any sum of money due or payable as Rent or Additional Rent under the provisions of this Lease, shall not be paid on any day whereon such payment is due and such default shall continue for a period of five (5) calendar days after notice of default; (ii) Operator fails to be open for business as required by this Lease, or vacates or abandons the Premises; (iii) the estate created in Operator or any Guarantor hereof is taken in execution or by other process of law, or all or a substantial part of the assets of Operator or any Guarantor hereof is placed in the hands of a liquidator, receiver or trustee (and such receivership or trusteeship or liquidation continues for a period of thirty (30) days), or Operator or any such Guarantor makes an assignment for the benefit of creditors, or admits in writing that it cannot meet its obligations as

such obligations become due, or is adjudicated a bankrupt, or Operator or any such Guarantor institutes any proceedings under any federal or state insolvency or bankruptcy law, or under any other act relating to the subject of bankruptcy wherein Operator or any such Guarantor seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against Operator or any such Guarantor under any such insolvency or bankruptcy law and such proceeding not be removed within ninety (90) days thereafter. If any insolvency proceedings are instituted against Operator, the Premises shall not become an asset in any such proceedings; (iv) a Lease Transfer shall occur without Business Owner's prior written consent; (v) a Special Default Event shall occur, or (vi) Except for events enumerated in the other foregoing subsections of this Section 14(a), Operator fails in the observance or performance of any of its other covenants, agreements or conditions provided for in this Lease, and said failure shall continue for a period of ten (10) days after written notice thereof from Business Owner to Operator, unless such failure cannot reasonably be cured within ten (10) days and Operator shall have commenced to cure said failure within said ten (10) days and continues diligently to pursue the curing of the same, which cure shall occur no later than sixty (60) days from the date of such notice from Business Owner.

(b) Notwithstanding the foregoing provisions of Section 14(a), if a default by Operator occurs two (2) or more times in any Lease Year, then, notwithstanding that each of such defaults have been cured by Operator within the period for cure (if any) allowed in the Lease, any future default within such Lease Year shall be deemed an event of default without Business Owner being required to give any further notice and opportunity to cure.

15. REMEDIES UPON DEFAULT.

(a) Upon the occurrence of any event of default, Business Owner shall have the option to pursue any one or more of the following rights and remedies without any notice or demand whatsoever except as otherwise indicated below:

(i) terminate this Lease by giving Operator notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, and Operator shall remain liable for all obligations under this Lease arising up to the date of such termination, and Operator immediately shall surrender the Premises to Business Owner on the date specified in such notice; and/or

(ii) terminate Operator right of possession, without terminating this Lease, and Business Owner may, as agent for Operator, enter into and upon the Premises and take possession thereof, and Business Owner may rent the Premises upon such terms and conditions as Business Owner may deem necessary or desirable in order to relet the Premises. Upon each such reletting, all rents received by Business Owner from such reletting shall be applied: first, to the payment of any indebtedness (other than any Rent due hereunder) from Operator to Business Owner; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of Rent and any other charges and sums then due and unpaid hereunder; and fourth, the residue, if any, shall be held by Business Owner to the extent of and for application in payment of future sums as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Business Owner may grant rent concessions and Operator shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Business Owner the entire sums then due from Operator hereunder, Operator shall pay any such deficiency to Business Owner; and/or

(iii) terminate Operator right of possession, without terminating this Lease, and Business Owner may, as agent for Operator, enter into and upon the Premises, by force if necessary, and, at Business Owner's election, under any available process, and do whatever Operator is obligated to do under the terms of this Lease. Operator shall pay Business Owner promptly upon invoice any expenses, including attorney's fees, which Business Owner incurs in thus effecting compliance with Operator obligations under this Lease, but Business Owner shall not be liable for any damages resulting to Operator from such action, whether caused by the negligence of Business Owner or otherwise. No such entry or action by Business Owner shall relieve Operator of the liability for Rent or other sums then accrued or which thereafter accrue; and/or

(iv) terminate this Lease and recover from Operator all damages Business Owner may incur by reason of Operator event of default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (A) the Rent and all other charges and sums which would have been payable hereunder by Operator for the period

commencing with the day following the date of such termination and ending with the date of termination of the Lease Term over (B) the aggregate reasonable rental value of the Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate reasonable rental value pursuant to item (B) above, the parties hereby agree that all relevant factors shall be considered as of the time Business Owner seeks to enforce such remedy, including, but not limited to, (i) the length of time remaining in the Term of the Lease, (ii) the then-current market conditions in the general area in which the Premises are located, (iii) the likelihood of reletting the Premises for a period of time equal to the remainder of the Term of the Lease, (iv) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in similar type buildings in the general area in which the Premises are located, (v) the vacancy levels in comparable quality buildings in the general area in which the Building is located, (vi) the anticipated duration of the period the Premises will be unoccupied prior to reletting, (vii) the anticipated cost of reletting, and (viii) the current levels of new construction that will be completed during the remainder of the Term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Premises are located. Such payment shall be and constitute Business Owner's liquidated damages. Business Owner and Operator acknowledging and agreeing that it is difficult to determine the actual damages Business Owner would suffer from Operator breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. §13-6-7; and/or

(v) pursue any and all other remedies provided or permitted by law or equity, all remedies being cumulative.

(b) Forbearance by Business Owner to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(c) Operator hereby appoints as its agent to receive service of all dispossessory or distraint proceedings, together with notices thereunder, the person in charge of the Premises at the time, or occupying the Premises, and if no person is then in charge of or occupying the Premises, then such service or notice may be made by attaching the same to the main entrance of the Premises, provided that a copy of any such proceedings or notice shall be sent to Operator in the manner provided for notices hereunder, at the address for notices to Operator in Article 1.

(d) Any actual costs and expenses incurred by Business Owner (including, without limitation, reasonable attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be repaid to Business Owner by Operator upon thirty (30) days written notice from Business Owner. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Business Owner's right to collect Rent for the period prior to termination thereof.

16. EXTERIOR SIGNS. Operator may place any sign, banner, advertising matter or any other thing of any kind (including, without limitation, any hand-lettered advertising) on the exterior of the Building, provided that the same complies with the Motor Fuel Supplier's rules and requirements and provided that the same shall not be placed on the roof of the Building. Operator will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Premises without first obtaining Business Owner's prior, written consent, which consent may be granted, denied, withheld or conditioned by Business Owner in its sole and absolute discretion. Operator will, at its sole cost and expense, maintain such sign, banner, decoration, lettering, advertising matter or other thing as may be permitted hereunder in good condition and repair at all times, and be responsible to Business Owner for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.

17. BUSINESS OWNER'S RIGHT OF ENTRY. Business Owner shall retain duplicate keys to all doors of the Premises and shall have the right to enter the Premises at reasonable hours to inspect and examine same, to make repairs, additions, alterations, and improvements, to exhibit the Premises to Lenders, prospective Lenders, purchasers or operators (with respect to operators, only during the last four (4) months of the Term), and to inspect the Premises to ascertain that Operator is complying with all of its covenants and obligations hereunder, all without being liable to Operator in any manner whatsoever for any damages arising there from unless such damages are a direct result of Business Owner's gross negligence or willful misconduct. During the ninety (90) days prior to the expiration or earlier termination of the Lease Term, Business Owner may place a "For Lease" or like sign at the Premises.

18. SUBORDINATION AND ATTORNMENT; ESTOPPEL CERTIFICATE. Operator agrees that this Lease shall remain subject and subordinate to all Security Deeds, and to all advances made or hereafter to be made upon the

security thereof. The terms of this provision shall be self-operative and no further instrument of subordination shall be required by any Lender or Security Deed, and Operator shall promptly execute and deliver to Business Owner such certificate or instrument in writing as Business Owner may request, showing the subordination of the Lease to such Security Deed. If Operator shall fail at any time to execute and deliver any such certificate or instruments, an event of default shall be deemed to have occurred, and Business Owner, in addition to any other remedies available to it in consequence thereof, may execute, acknowledge and deliver such certificate or instruments on behalf of Operator as the agent and attorney-in-fact of Operator, with full power and authority in its name, place and stead, Operator having constituted and appointed Business Owner, its successors and assigns, as such true and lawful attorney-in-fact for that purpose. This power of attorney is coupled with an interest and shall be irrevocable. If the holder of any Security Deed shall hereafter succeed to the rights of Business Owner under this Lease, whether through possession or foreclosure action or delivery of a new lease, then, at the option of such holder, Operator shall attorn to and recognize such successor as Operator Business Owner under this Lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Operator shall upon request by Business Owner, at any time and from time to time, execute, acknowledge and deliver to Business Owner a written statement certifying as follows: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defaults on the part of Business Owner (or if any such default exists, the specific nature and extent thereof); (c) the date to which any Rent and other charges have been paid in advance, if any; and (d) such other matters as may reasonably be requested by the party requesting the certificate. Any such statements may be relied upon by Lender, the recipient of such statements or their assignees or by any prospective purchaser, assignee or sub operator of the Premises.

19. QUIET ENJOYMENT; BUSINESS OWNER'S RIGHT TO CONVEY; SURVIVAL. This Lease shall create the relationship of Business Owner and operator between the parties hereto. No estate shall pass out of Business Owner. Operator has only a usufruct, not subject to levy and sale, and not assignable by Operator except by Business Owner's prior, written consent, which consent may be granted, denied, withheld or conditioned by Business Owner in its sole and absolute discretion. So long as Operator observes and performs the covenants and agreements contained herein, it shall at all times during the Lease Term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Business Owner shall be entitled to convey and otherwise dispose of the Premises and its entire interest under this Lease, at any time, and thereafter shall not be subject to any liability resulting from any act or omission or event occurring on or after such conveyance, provided that the purchaser, in connection with such conveyance, expressly assumes all of Business Owner's agreements and covenants under this Lease accruing on or after the effective date of the conveyance. The provisions of this Lease with respect to any obligation of Operator to pay any sum owing or in order to perform any act after the expiration or earlier termination of this Lease, including but not limited to the obligations to indemnify under this Lease, shall survive the expiration or earlier termination of the Term, notwithstanding the lack of presence of any express term or provision to that effect.

20. HOLDING OVER. In the event Operator remains in possession of the Premises after the expiration of this Lease and without the execution of a written agreement relative to the possession, signed by Business Owner and Operator, Operator shall be deemed to be occupying the Premises as a operator at sufferance at a Base Rent equal to the Base Rent due for the last month of the Lease Term plus fifty percent (50%) of such amount, and Business Owner may hold Operator responsible for any damages that Business Owner may sustain as a result of Operator failure to make proper delivery of the Premises to Business Owner. In no event shall there be any renewal of this Lease by operation of law.

21. ATTORNEY'S FEES. If, because of any default in Operator obligations hereunder or if an event of default occurs hereunder, Business Owner shall employ an attorney to enforce or defend any of the Business Owner's rights or remedies hereunder, Operator agrees to pay Business Owner's actual legal fees and out of pocket expenses, including but not limited to filing fees and court costs, incurred by Business Owner.

22. BROKER'S COMMISSION. Operator and Business Owner each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Lease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity.

23. ENVIRONMENTAL COMPLIANCE. The term "Hazardous Materials" shall include, without limitation, any material, waste or substance which is (i) included within the definitions of "hazardous substances", "hazardous

materials", "toxic substances" or "hazardous wastes" in or pursuant to any Environmental Laws. The term, "Environmental Laws", shall include any and all federal, state and municipal statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges or releases of Hazardous Materials into the environment including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials or the clean-up or other remediation thereof. Operator shall maintain at Operator expense, insurance pursuant to the Georgia Underground Storage Tank Act (GUST). Operator shall at all times abide by and comply with the Environmental Laws of any Governmental Authorities having jurisdiction over underground motor fuel storage tanks at the Premises. Operator shall not store, handle, process, dispose of or otherwise use any Hazardous Materials at or on the Premises during the Term of the Lease that would lead or is likely to lead to the imposition on Operator, Business Owner or the Premises of any liability or lien of any nature whatsoever under any Environmental Laws. Operator shall test the underground fuel storage tanks, leak detectors, lines and dispensers as frequently as required by the Environmental Laws and in no event less than once each year pursuant to one of the approved methods of testing set forth in the Environmental Laws. Operator shall provide to Business Owner copies of all results from the tests, and Operator agrees to correct promptly any leakage or release of contents, which is evidenced by any such tests. In the event Operator fails to test as provided herein, Business Owner shall have the right to do so and the expense in testing shall become immediately due and payable to Operator upon demand by Business Owner and shall be treated as Additional Rent under this Lease. Operator agrees to notify promptly Business Owner orally (a) of any sudden, unexplained variance from its normal inventory pattern, (b) when relatively small losses are occurring but trending larger; (c) of any large increase of water in an underground tank; and (d) of any other suspicious circumstances whatsoever indicating an unexplained loss of products. Operator shall immediately notify Business Owner of a loss of motor fuel variation of one hundred or more gallons on a daily or cumulative basis up to thirty (30) days as reflected in its daily inventory system, of presence of one (1) inch or more of water is found in any storage tank, or one-half (1/2) inch or more of water is found in any diesel fuel storage tank, but not later than the next day, by the fastest means available. Business Owner shall have the sole right to determine what tests are required to confirm any leaks and what corrective measures are to be taken. Operator shall deliver to Business Owner copies of all material correspondence to and from Governmental Authorities regarding environmental activities at the Premises, including, without limitation, correspondence regarding notices of violations, releases (including new releases) and closure letters. Operator shall deliver to Business Owner, and require its environmental contractor(s) to deliver to Business Owner, copies of all spill and release notifications and reports given to Governmental Authorities regarding the Premises. Operator agrees to furnish to Business Owner upon request therefore, copies of all corrective action plans, monitoring reports, tank, line and leak detection testing results, Stage II Vapor Recovery test results, fire suppression test results, cathodic protection test results, UST registrations and related documents, and reimbursement claims filed with the Governmental Authorities. Operator shall immediately clean up and properly dispose of all Hazardous Materials, which were dumped, spilled or otherwise deposited into the ground of the Premises from whatever cause or source from and after the Effective Date. If Operator shall fail, refuse or neglect to report and/or remediate the contamination or release, as the case may be, as mandated by governmental authorities, Business Owner may report and/or remediate that contaminants or release at Operator cost and expense. Operator covenants and agrees to reimburse and promptly pay to Business Owner all costs paid or incurred by Business Owner associated with the release, contaminants and remediation, together with interest thereon at the Default Rate. If Operator fails to reimburse Business Owner within ten (10) days of demand therefor, such unpaid amount shall become Additional Rent due hereunder. Nothing herein shall obligate Business Owner to remediate or take any action with respect to any release of Hazardous Materials at the Premises. Operator hereby indemnifies and holds Business Owner and its employees, agents, officers, directors, shareholders, members, managers, lenders, successors, and successors-in-title harmless from all losses, liabilities, damages, demands, claims, actions judgments, causes of action, assessments, penalties, costs and expenses (including all reasonable attorneys' fees, expenses and court costs and other costs of litigation), of any nature whatsoever, whether based on a statute, regulation, law, tort or contract, in law or in equity, arising from any and all enforcement, clean-up, removal, mitigation, third-party claims, remediation or other governmental or regulatory acts, instituted, contemplated or threatened pursuant to any Environmental Laws affecting the Premises which resulted from or are related to, any release of Hazardous Materials, at or emanating from the Premises during the Term of the Lease, whether known or unknown as of the Effective Date or the Expiration Date, and whether or not caused by Operator, its agents, employees, successors, assigns suboperators, invitees or licensees.

24. SECURITY INTEREST. [Intentionally omitted].

25. GOVERNING LAW, VENUE AND JURISDICTION. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia. No conflicts of law rules of any state or country (including, without limitation, State of Georgia conflicts of law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than the State of Georgia. For the purposes of any suit, action or proceeding involving this Lease, the parties hereby expressly submit to the jurisdiction of all federal and state courts sitting within the confines of the Northern District of Georgia (the "Venue Area") and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed. The parties agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, the parties agree upon the request of any party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Business Owner and Operator hereby irrevocably waive any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Lease brought in any federal or state court sitting within the confines of the Venue Area and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

26. NOTICES. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Lease ("notice" or "notices") shall be in writing and shall be deemed to have been given, for all purposes (i) three (3) days after having been placed in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party; (ii) on the date of hand delivery by commercial courier service; or (iii) one (1) day after having been deposited with FedEx or UPS or other nationally recognized express courier service, for next business day delivery. Notices shall be given to the parties, respectively, to the addresses set forth in Article 1 above. Any party may substitute its address by giving ten (10) days' prior notice to the other party in the manner provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Refusal, rejection, or return of any notice otherwise properly delivered shall be deemed to constitute delivery of such notice. Any notice may be given on behalf of any party by its counsel.

27. ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT. This Lease and the exhibits and attachments hereto contain the entire agreement of the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Business Owner or Operator unless reduced to writing and signed by Business Owner and Operator. It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this Agreement or in any renewals thereof contained, shall extend to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed.

28. RIGHTS CUMULATIVE; SEVERABILITY; TIME OF THE ESSENCE. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given as a matter of laws. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws of any Governmental Authorities, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Business Owner may terminate this Lease. Time is of the essence of this Lease.

29. WAIVER OF RIGHTS; NO RECORDATION; COUNTERPARTS. No failure of Business Owner to exercise any power given Business Owner hereunder or to upon strict compliance by Operator of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Business Owner's right to demand exact compliance with the terms hereof. Neither this Lease nor any memorandum hereof may be recorded without the Business Owner's prior written consent, which consent may be granted, denied, withheld or conditioned by Business Owner in its sole and absolute discretion. This Lease may be executed in multiple facsimiles, photocopy, PDFs, electronic and/or original counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

30. LIMITATIONS ON BUSINESS OWNER'S LIABILITY. Operator acknowledges and agrees that the liability of Business Owner under this Lease shall be limited to its interest in the Premises and any judgments rendered against Business Owner shall be satisfied solely out of Business Owner's interest in the Premises. No personal judgment shall lie against Business Owner upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Business Owner's assets. The provisions hereof shall inure to Business Owner's successors and assigns including any Lender.

31. BUSINESS OWNER INDEMNIFICATION. During the Term, Operator shall indemnify and save harmless Business Owner, including its members, shareholders, officers, managers, employees, agents and property manager, if any, from and against any and all claims and demands, including all costs, expenses and reasonable attorney's fees incurred or paid by Business Owner, whether for injuries to persons or loss of life, or damage to property, occurring within the Premises and immediately adjoining the Premises and arising out of the use and occupancy of the Premises by Operator, or occasioned wholly or in part by any act or omission of Operator, its subagents, agents, contractors, employees, servants, customers, invitees, lessees or concessionaires, excepting, however, such claims and demands, whether for injuries to persons or loss of life, or damage to property, solely caused by gross negligence or intentional neglect of Business Owner. The foregoing obligation of Operator to indemnify and hold Business Owner harmless shall survive the termination or expiration of this Lease.

32. DEFINITIONS. The term, "Business Owner", as used in this Lease, shall include the undersigned, its heirs, executors, legal representatives, assigns and successors-in-title to the Premises. The term, "Operator", shall include the undersigned and its heirs, executors, legal representatives and successors, and if this Lease shall be validly assigned or sublet, shall also include Operator assignees or suboperators as to the Premises covered by such assignment or sublease. In the event that there is more than one entity or person, which are Operator to this Lease, then any reference to Operator shall refer, jointly and severally, to such entities or persons. The terms, "Business Owner" and "Operator", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. The term "law" or "laws" shall mean any present and future laws, constitution, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary of any Governmental Authorities. The term, "Governmental Authorities", means any federal, state, county, municipal or other government or governmental or regulatory arbitrator, board, body, commission, court, instrumentality, or other administrative, judicial, quasi-governmental or quasi-judicial tribunal, authority or agency of competent authority that has jurisdiction or authority over the Premises. Further, references to "person" or "persons" in this Lease shall mean and include any natural person and any corporation, partnership, joint venture, limited liability company, trust or other entity whatsoever. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa.

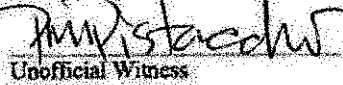
33. SPECIAL STIPULATIONS. In the event of any conflict between the terms and conditions of any of the Special Stipulations attached hereto as Exhibit B or itemized below in this Section 33, and the terms and conditions in the main body of this Lease, the terms and conditions of the Special Stipulations shall control.

[Signatures appear on the following page(s). Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, as of the Effective Date.

Business Owner:

Signed, Sealed and Delivered in the Presence
of:


Unofficial Witness

HENRICO MK LLC,
a Georgia limited liability company

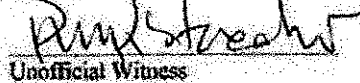
By: 
Its: President

Date of Execution: 3-15, 2025

[CORPORATE SEAL]

OPERATOR:

Signed, Sealed and Delivered in the Presence
of:


Unofficial Witness

DILLYET LLC
a Georgia corporation

By: 
Its: Member

Date of Execution: 3-15, 2025

[SEAL]

Signed, Sealed and Delivered in the Presence
of:

Unofficial Witness


MESERET BELETE, individually
Date of Execution: 3-15, 2025

[SEAL]

Signed, Sealed and Delivered in the Presence
of:

Unofficial Witness

Date of Execution: _____, 2025

[SEAL]

EXHIBIT B

(Special Stipulations)

1. **Designation of Motor Fuel Supply.** Operator acknowledges and agrees that, during the Term, Business Owner shall have the exclusive right to choose or designate the brand of retail motor fuel and the Motor Fuel Supplier for the Premises. Operator hereby agrees to promptly execute any and all documents and do all things necessary in order to enter into a written fuel supply agreement (the "Supply Agreement") with the Motor Fuel Supplier on its standard terms and conditions, including, but not limited to the execution and delivery of a personal guaranty, the authorization of ACH or other automatic electronic debit from Operator operating account for payment, provided, however, the price per gallon for all grades of gasoline or diesel products shall be Motor Fuel Supplier's terminal rack price in effect at the time and place of delivery, plus a margin of One Cent (\$0.01), plus environmental assurance fees, Motor Fuel Supplier's customary freight charges, taxes and other governmental, terminal or carrier fees. Except as otherwise provided above, the form and text of the Supply Agreement and personal guaranty shall be that which is customarily used by the Motor Fuel Supplier for like commercial transactions in the state where the Premises is located.

2. **Amusement Game Machines.** Operator acknowledges and agrees that, during the Term, Business Owner shall have the exclusive right to choose or designate the amusement game machine supplier or provider for the Premises (the "COAM Supplier"). Operator hereby agrees to promptly execute any and all documents and do all things necessary in order to enter into a written agreement (the "COAM Agreement") with COAM Supplier, including, but not limited to the execution and delivery of a personal guaranty and the authorization of ACH or other automatic electronic debit from Operator operating account for payment. Except as otherwise provided above, the form and text of the COAM Agreement and personal guaranty shall be that which is customarily used by COAM Supplier.

[END OF EXHIBIT B]

EXHIBIT A

(Legal Description of Land)

Parcel ID: 18-142-01-103

4556 E Ponce De Leon Ave STE A Clarkston GA 30021

**REGISTERED AGENT CONSENT AND INFORMATION FORM
CITY OF CLARKSTON OFFICE OF THE CITY CLERK**

Sec. 3-6(l) All licensed establishments must have and continuously maintain in DeKalb County a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee or owner may be served. This person must be a resident of DeKalb County. The licensee shall file the name of such agent, along with the written consent of such agent with the city.

I, K'FIOM A. Gebrekristos, do hereby consent to serve as the Registered Agent for the licensee, owners, officers, and/or directors thereof and to perform all obligations of such agency under the Alcoholic Beverage Ordinance of the city of Clarkston, Georgia. I understand the basic purpose is to have and continuously maintain a Registered Agent upon which any process, notice, or demand required or permitted by law or under said ordinance to be served upon the licensee or owner may be served. I understand that the Registered Agent must be a citizen of the United States and a resident of DeKalb County Georgia. I hereby authorize the Clarkston Police Department to obtain and review copies of any criminal and/or driver's histories in my name or any alias used by me in the past or at the present. I understand that this information may be used against me during the course of the Clarkston Police Department's investigation. I further certify that I will notify the City of Clarkston Office of the City Clerk of any changes effecting my status and/or position with this company.

This 11th day of JULY, 20 25.

K'FIOM
Signature of Agent

K'FIOM - LIVE@16hoo.com
Email Address

K'FIOM A. Gebrekristos
Type or Print Name of Agent

[REDACTED]
Type or Print Agent's Home Address

[REDACTED]
Type or Print City, State and Zip Code

3-1-2008
Type or Print Date Moved into the Above Address

[REDACTED]
Type or Print Social Security Number

[REDACTED]
Type or Print Driver's License Number

[REDACTED] 2985
Type or Print Date of Birth

[REDACTED]
Type or Print Area Code and Phone Number

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for the City of Clarkston, Georgia Business or Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Clarkston.

(Circle one) Occupational Tax Certificate, Alcohol License, Taxi Permit or Other Public Benefit.

I am stating the following for _____

(THE NAME OF PERSON APPLYING ON BEHALF OF BUSINESS, CORPORATION, PARTNERSHIP OR OTHER PRIVATE ENTITY)

1. X I am a United States Citizen
2. _____ I am a legal permanent resident of the United States 18 years of age or older. **Please include your Alien Registration Number below your signature.***
3. _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

*OCGA § - 1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Number and Document Source

In making the above statement under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of OCGA Section 16-10-20.

[Signature]
Signature of Applicant

07/11/2025 Date of Birth [Redacted] 1982

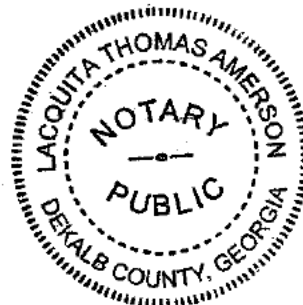
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Printed Name

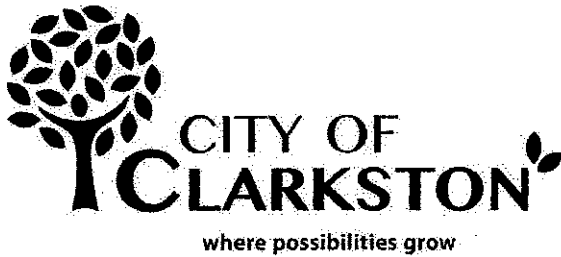
SUBSCRIBED AND SWORN BEFORE ME
ON THIS 11th DAY OF July,
2025

[Signature]
Notary Public

My Commission Expires Jan 10, 2029

*Alien Registration Number for Non-citizens



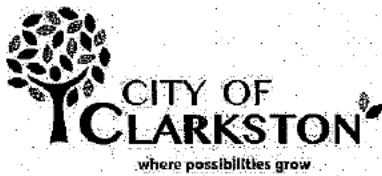


NEW ALCOHOLIC BEVERAGE LICENSE INFORMATION & CHECK LIST

- ☐ A state license must be obtained before any alcoholic beverages can be served or sold in the City of Clarkston. Contact the Georgia Department of Revenue at (404) 417-4902.
- ☐ Review the City's Alcoholic Beverage Ordinance, located in Chapter 3 of the City of Clarkston's Code of Ordinances. A copy of Chapter 3 of the Code of Ordinance pertaining to Alcoholic Beverages is included at the end of this packet. Please note: *On November 7, 2024, the City increased the Alcoholic Beverage Fees, which are not yet reflected in Chapter 3 of the Code of Ordinances related to Alcoholic Beverages. To view the newly adopted FY 2025 City of Clarkston Fee Schedule, please visit <https://www.clarkstonga.gov/finance/budgets>.*
- ☐ If applicant is a new establishment you must also obtain an Occupational Tax Permit, please contact City Hall at (404) 296-6489.
- ☐ The following information will be required at the time of submittal of the application:
 - ☒ Completed Application Form (signed and notarized);
 - ☒ Must obtain or have an Occupational Tax Certificate;
 - ☒ Personnel Statements from owner, partners, officers, directors, and major stockholders of private corporations, and general manager with two current passport photographs
 - ☐ Fingerprint-based Criminal History Record Check must be obtained with Clarkston Police Department, 3921 Church St., Clarkston, GA 30021; (see Pages 5 and 12);
 - ☐ All individuals required to complete personnel statements must contact the Police Department at (404) 292-9465 for background check.
 - ☒ Cash or check for the license fee plus the administrative fee;
 - ☒ Evidence of Ownership of the building or copy of the lease, if applicant is leasing the building;
 - ☒ A survey showing the distance to the nearest school/school grounds, church, library, public park, alcohol treatment facility, adult entertainment;
 - ☐ If applicant represents a franchise, copy of the franchise agreement;
 - ☐ If applicant represents an eating establishment, submit a copy of the menu;
 - ☐ If applicant represents a partnership, submit copy of the partnership agreement;
 - ☐ If applicant represents a corporation, submit articles of incorporation and certificate of incorporation;
 - ☐ Project purchases/projected gross sales (if applying for distilled spirits consumption);
- ☐ Establishments holding an Alcohol Beverage License from the City of Clarkston must submit the following reports:

On-Premise Consumption

- ☐ Excise tax-reporting for Liquor Sales (to be submitted monthly). Due the 20th of each month;
- ☐ Quarterly Reporting of food/alcohol sales; due the last day of the month after each calendar quarter.



Zoning Compliance Form

PROPERTY AND BUSINESS INFORMATION

Business Address:

4556 East Ponce DeLeon Ave

Parcel ID:

18-142-01-103

Business Name:

SHINYET LLC

Contact Name:

Kirion A. Gebreyesus

Phone:

404-819-0418

Email:

[REDACTED]

Check all applicable boxes:

- | | |
|--|--|
| <input type="checkbox"/> New Business | <input type="checkbox"/> Change of Address |
| <input type="checkbox"/> Home Occupation | <input checked="" type="checkbox"/> Change of Ownership |
| <input type="checkbox"/> Outdoor storage, commercial | <input type="checkbox"/> Business vehicle/equipment |
| <input type="checkbox"/> Auto Use | <input type="checkbox"/> Will Serve Alcohol at this location |

Square Footage of Space:

2400 sq

Business Hours:

24 hrs

Proposed Use (please provide as much detail as possible):

convenient store with gas that sells soft drinks, snacks, water, beer and wine products in the store. and also gas in the outside.

APPLICANT'S CERTIFICATION FOR BUSINESS LOCATION APPROVAL

It is the responsibility of every business owner or operator to make certain that the type or nature of business activity being conducted at any location in the City of Clarkston is permitted by and conforms to the Zoning Ordinance and Building Regulations of the City before signing a lease or purchasing a property.

I hereby certify that I have answered all of the questions contained herein and know the same to be true and correct. Further, I understand that any Planning and Zoning approval issued, based upon false information or misrepresentation provided by the applicant, will be null and void and subject to penalty as provided by law and ordinances.

Submit this form and the required floor plan of the commercial space to the Planning & Economic Development Department prior to submitting a New Business License Application. Please note that a change in use will require a parking plan along with the floor plan. You may submit your documents in person at City Hall (1055 Rowland Street) or via email to fetienne@cityofclarkston.com.

Printed Name:

Kirion A. Gebreyesus, Author

Signature:

[Signature]

Date:

7-10-2015

Office Use Only – Please Leave Blank

Parcel ID: 18 142 01 103

Current Zoning: NC-2

Approved: ✓

Denied: _____

Comments: _____

Zoning Certified By: Michael Edwards Date: 7-10-25

Office Use Only – Please Leave Blank

Code Compliance Inspection Date: _____

Approved: _____ Denied: _____

Comments: _____

Code Compliance Officer: _____

On July 18, 2025, Code Compliance Officer Darion Hammonds conducted an Alcohol inspection of 76 Food Mart, located at 4556 E Ponce De Leon Ave. The distance measurements confirmed that no schools are within 100 yards of the business. Additionally, there are no libraries or public parks located within 200 yards of the property. There are also no single-family residences within 50 yards; Furthermore, there are no entrances to places of worship within 100 yards. Also there are no adult entertainment establishments within 166 yards of the property. There are no existing establishment licensed for the retail sale of beer and malt beverages within 200 yards of the property.



CITY COUNCIL

ITEM NO: 6H

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: July 29, 2025

SUBJECT: Discuss an ordinance to amend the retail sales of beer, malt beverages, wine, and distilled spirits for consumption on premises.

DEPARTMENT: Planning & Economic Development

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES:

PRESENTER CONTACT INFO: Richard Edwards, AICP
PHONE NUMBER: 404-536-1120

PURPOSE: To discuss an ordinance to amend the city's alcohol sales regulations to remove outdated references to the city's zoning ordinance and to reduce proximity restrictions applicable to businesses involved in the retail sales of beer, malt beverages, and wine.

NEED/ IMPACT: The current alcohol ordinance has restrictions based on zoning districts that are no longer active in the zoning code. These text amendments also reduce the distance requirements for retail sales of beer, malt beverage, wine, and distilled spirits for consumption on premises to encourage economic development growth in the City of Clarkston.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 3 OF THE CITY CODE CONCERNING ALCOHOL TO REMOVE OUTDATED REFERENCES TO THE CITY ZONING ORDINANCE; TO REDUCE THE PROXIMITY RESTRICTIONS APPLICABLE TO BUSINESSES INVOLVED IN THE RETAIL SALE OF BEER, MALT BEVERAGES, WINE, OR DISTILLED SPIRITS FOR CONSUMPTION ON THE PREMISES; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with the authority granted to local governments in O.C.G.A. § 3-3-2, the City of Clarkston has adopted rules and requirements relating to alcohol permits and licenses within the City, which are codified at Chapter 3 of the City Code; and

WHEREAS, Chapter 3 of the City Code pertaining to alcoholic beverages contains certain outdated references to the City's old Zoning Ordinance; and

WHEREAS, the City of Clarkston desires to update Chapter 3 of the City Code pertaining to alcoholic beverages so that all references to zoning districts contained therein are consistent with the current Zoning Ordinance; and

WHEREAS, Georgia law does not prohibit the sale of beer, malt beverages, or wine near churches or adult entertainment establishments; and

WHEREAS, the City of Clarkston therefore desires to: (1) eliminate the current proximity requirements between businesses involved in the retail sale of beer, malt beverages, wine, or distilled spirits for consumption on the premises and churches; and (2) reduce the proximity requirements between businesses involved in the retail sale of beer, malt beverages, wine, and distilled spirits for consumption on premises and adult entertainment establishments, in order to encourage economic development in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON AS FOLLOWS:

SECTION 1. Subsection (b) of section 3-9 of the City Code is hereby amended by deleting the last sentence of the subsection, so that it reads as follows:

“(b) No license for the sale of alcoholic beverages within the city shall be issued for a location that fails to meet all applicable state and local fire, life safety, building, health, and zoning codes.”

SECTION 2. The title of Section 3-55 of the City Code is hereby amended to read as follows:

“Sec. 3-55. Proximity of establishment to school ground, library, public park, or adult entertainment establishment.”

SECTION 3. Subsection (c) of section 3-55 of the City Code is hereby amended to read as follows:

“(c) No license shall be issued where any entrance to a place of business for the retail sale of beer, malt beverages or wine for consumption on the premises is located within one hundred (100) yards of a school, school ground or public park, or the entrance to any library.”

SECTION 4. Subsection (d) of section 3-55 of the City Code is hereby amended to read as follows:

“(d) No license shall be issued where any entrance to a place of business for the retail sale of beer, malt beverages or wine for consumption on the premises is located within fifty (50) yards of the entrance to any adult entertainment establishment.”

SECTION 5. Subsection (a)(1) of section 3-74 of the City Code is hereby amended to read as follows:

“(a)(1) Within fifty (50) yards of a single-family dwelling located in a zoning district that permits single family dwellings.”

SECTION 6. Subsection (a)(1) of section 3-96 of the City Code is hereby amended to read as follows:

“(a)(1) Within two hundred (200) feet of a school, school ground or public park, or the entrance of any library.

SECTION 7. Subsection (a)(2) of section 3-96 of the City Code is hereby amended to read as follows:

“(a)(2) Within one hundred and fifty (150) feet of the entrance to any adult entertainment establishment.

SECTION 8. This Ordinance shall be effective immediately upon its adoption by the City Council and signature by the Mayor.

SECTION 9. All provisions of the City Code in conflict herewith are hereby repealed.

[signature page follows]

SO ORDAINED, this _____ day of _____, 2025.

ATTEST:

**CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA**

By _____
Tomika Mitchell, City Clerk

Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney



CITY COUNCIL

ITEM NO: 61

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Work Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Discussion

MEETING DATE: July 29, 2025

SUBJECT: Review/Discuss the Affordable Housing Assistance Program

DEPARTMENT: City Council

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
PAGES:

PRESENTER CONTACT INFO:
Councilmember Susan Hood
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the Affordable Housing Assistance Program which includes approved uses, applicant eligibility criteria, maximum benefits and other requirements for granting funds through the Affordable Housing Trust Fund (AHTF).

NEED/ IMPACT: The AHTF agreement requires adoption of an Affordable Housing Assistance Program in order to expend funds from the trust. This agreement states that the purpose of the fund is to provide “certain qualified low to moderate income individuals with funds to assist in purchasing, repairing and/or leasing eligible residential dwellings in the city of Clarkston, Georgia...”

FUNDING SOURCE: Affordable Housing Trust Fund

RECOMMENDATION: N/A