



CITY COUNCIL MEETING

Beverly Burks –Mayor

Jamie Carroll

Awet Eyasu

Debra Johnson

Ahmed Hassan

Laura Hopkins

Robin I. Gomez– City Manager

AGENDA

Tuesday, February 2, 2021 7:00PM
By ZOOM

A. CALL TO ORDER

B. ROLL CALL/ PLEDGE OF ALLEGIANCE

C. ADMINISTRATIVE BUSINESS/ PRESENTATION

C1) Approve Minutes: Council Meeting 1-12-2021

C2) Micro Life Institute Inc/The Cottages on Vaughan Residential Development

D. REPORTS:

1) Planning & Zoning Report

2) City Manager's Report

3) City Attorney's Report

4) Council Remarks

5) Mayor's Report

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.

F. OLD BUSINESS

G1) Appoint/ fill one (1) vacant position on the Planning and Zoning Board.

G. NEW BUSINESS

E1) Standing Advisory Committees - Appointing/Selecting Chairs and Vice-Chairs

E2) Conditional use permit request for the property located at 1051 Montreal Road Suites B & C.

E3) Consider a request for a shared or reduced parking agreement from Mr. Henock Mekonnen for a proposed retail development at 3884 E. Ponce de Leon Avenue with the current parking (property) for a gas station located at 3874 E. Ponce de Leon Avenue.

E4) Review/Discuss Approval of Request from CORE (Community Organized Relief Effort) for COVID-19 Testing and/or Vaccine Funding.

E5) Encourage plants options on food menu and all City events

E6) Proclamation for Black History Month

E7) A Resolution to refer to the housing committee to make policy recommendations for affordable housing solutions and develop a process for the housing trust fund.

H. EXECUTIVE SESSION to Discuss a legal matter

I. ADJOURNMENT:

MINUTES
CLARKSTON CITY COUNCIL

Tuesday, January 12, 2021

Via Zoom

Officials Present by Teleconference

Mayor: Beverly H. Burks

Council: Jamie Carroll, Awet Eyasu, Laura Hopkins

Debra Johnson

City Manager: Robin I. Gomez

City Clerk: Tracy Ashby

City Attorney: Stephen Quinn

A. CALL TO ORDER

B. ROLL CALL/ PLEDGE OF ALLEGIANCE

Jamie Carroll, Awet Eyasu, Debra Johnson, Ahmed Hassan, Laura Hopkins

C. ADMINISTRATIVE BUSINESS/ PRESENTATION

C1) Approve Minutes: Council Meeting 12/8/2020

Jamie Carroll Made a motion to Approved Laura Hopkins seconded the motion. A vote was called and the motion carried. (5,0).

Laura Hopkins made a motion to amend the agenda to remove from consent agenda the appointment of the members to the Planning & Zoning to discuss and approve them individually. Debra Johnson seconded the motion. A Vote was called and the motion carried (5,0). Item moved to the last agenda item (H12).

C2) PRESENTATION: Starnes Senior Living Housing Development – Housing Development Corporation Dorothy Bell and Kerry Taylor provided an update on the Starnes Senior project. The project is currently 88% completed designed for seniors age 62+. She provided details on unit types available, amenities and rental rates. The tenant selection will give preference to DeKalb County applicants.

D. REPORTS:

1) Planning & Zoning Report

Shawanna Qawiy reported the Comprehensive Plan is underway with the first public meeting during tonight's meeting. The Zoning rewrite team has sent the recommendation to the Council and will proceed with the Councils approval. She advised a Proposed conditional use permit application has been submitted for 1051 Montreal Road for a laundry mat.

2) City Manager's Report

Mr. Gomez provided a detailed report on City and staff activities as COVID continues to impact operations. The City offices will remain closed to the public through the end of the month and he advised where individuals can access the city website for staff contact information. He provided a status report on how the new recycling is proceeding and the progress of the Streetscape project. He advised upcoming locations for COVID testing and planned student tutoring assistance program. The Financial Report for December 31, 2020 was provided with detailed information on expenditures and revenues and COVID expenditures reimbursed by the CARES funding.

3) City Attorney's Report

No report

4) Council Remarks

Laura Hopkins expressed solidarity with the Police after the scenes witnessed at the Capitol on January 6th. She discussed that a posting by a Clarkston resident who had been a refugee and their horror in having come from a war-torn country where their country and government were destroyed, and to witness that same sight here. She stated she understood the concerns of the residents and she extended her respect to the Police and the job they are doing to guard our safety.

Vice Mayor Eyasu wished Happy New Year and Ethiopian Christmas. He was proud of the strong turn out for the run off election and congratulated the community members.

5) Mayor's Report

Mayor Burks discussed the Clarkston COVID Task force is doing a Day of Service on MLK Day with the hope to distribute 10,000 masks to the apartments. The City has seen an uptick in COVID numbers so we will do our part to reduce transmissions. Working with Soccer in the Streets to do a program about MLK to educate our youth, so they will have an appreciation of peaceful protest. Mayor Burks is a member of AKA Sorority and Alpha Kappa Alpha has scheduled to have a 3D mammogram unit and COVID testing on Founders Day (January 16) at the Tahoe Village. The Mayor reported she has been participating on weekly calls with GMA on COVID to get status of our community. She is also working with Mayors of community had DMA meeting.

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.

Mayor Burks opened the meeting for Public Comments.

Tracy Bishop addressed concerns with item H9 creating a subjective protected group.

F. OLD BUSINESS

G. CONSENT AGENDA

The Mayor read the items listed under the Consent Agenda

Awet Eyasu made a motion to approve the listed items in the Consent Agenda. Debra Johnson seconded the motion. A vote was called and the motion carried (5,0).

G2) Confirm Attorney

G3) Confirm Auditor

G4) Confirm Judge

G5) Confirm Solicitor

G6) Confirm Ethics Hearing Officer

G7) Appoint Historic Preservation Committee member

H. NEW BUSINESS

H1) Vice-Mayor Selection

Mayor Burks reported there were two nominees, Debra Johnson and Awet Eyasu, for the Vice Mayor seat. She requested if there are any additional nominations. No additional candidate names were submitted.

Debra Johnson thanked Laura Hopkins for nominating her and expressed it was an honor to be nominated.

Awet Eyasu gave thanks for the opportunity to serve as Mayor and that it has been a challenging year and they all have served the community during these trying times. Being the vice mayo has been a great pleasure and the honor to conduct the meetings since March to November. He would like to continue serving.

Mayor Burks thanked them both for their willingness to serve and called for the votes.

Debra Johnson – 2 Votes: Laura Hopkins and Debra Johnson.

Awet Eyasu – 3 Votes: Jamie Carroll, Ahmed Hassan and Awet Eyasu

Awet Eyasu will continue to serve as Vice Mayor for 2021.

H2) Approve Package Alcohol Application – 4556 E Ponce de Leon Ave

Mr. Gomez stated this is a change in ownership for 4556 E Ponce de Leon. All of the required inspections have been performed and the required background check has been passed.

Debra Johnson made a motion to approve the Approve Beer/Wine/Malt Package Alcohol Application for Might Money Inc DBA 76 Food Mart located at 4556 E Ponce De Leon Ave

Jamie Carroll seconded the motion. A vote was called and the motion carried (4-Yes: Johnson, Hopkins, Carroll, Eyasu, 1-Abstain; Hassan).

H3) Award Trailhead & Rowland St Pedestrian Improvements bid to the lowest bidder – SOL Construction

Mayor Burks stated that going forward a process would include notifying potentially impacted residents.

Mr. Gomez detailed information on the Trailhead Rowland Street Pedestrian Improvements including information from the Project Open House held in December 2018 and from the seven bids received.

Discussion on public parking and the details of the project. Consideration was given to adding sidewalks on Rogers as well as Rowland to improve pedestrian safety on this project by change orders. The residents on Rogers would prefer to have parking included on Hill Street.

Jamie Carroll made a motion to award the Trailhead & Rowland St Pedestrian Improvements to the lowest bid by Sol Construction in the amount of \$1,081,011.10 with understanding the Project Manager will bring proposed change orders for adding sidewalks along Rogers Street between Market St and N Indian Creek and along Rowland Street between Lovejoy and N Indian Creek Dr, and a change order to potentially remove Hill street to allow for additional parking. Awet Eyasu seconded the motion. Discussion that the potential change orders will be for the Council to consider at a later date, but not necessarily approved. Project cannot begin until NAMB has moved from the parking lot, estimate mid-February and the contractor will be directed to not start on potential change areas.. A vote was called and the motion carried (4-Yes: Jamie Carrol, Awet Eyasu, Debra Johnson, Ahmed Hassan, 1-Abstain: Laura Hopkins)

H4) To present to the Mayor and City Council the selection committee’s recommendation to perform the City’s zoning ordinance rewrite services

Shawanna Qawiy reported detailed the process and the City received four proposals for the Zoning Ordinance rewrite. The selection committee did interview the four firms and the committee recommended Pond & Co. and submitted their recommendation to the Council for consideration to approval. The City would then proceed with drafting a contract upon approval of the company.

Jamie Carroll made a motion to approve Pond & Co. for the City’s Zoning rewrite. Debra Johnson seconded the motion. A vote was called and the motion carried (5, 0).

H5) Public Hearing 2021 Comprehensive Plan Update

Shawanna Qawiy reported on the City of Clarkston Comprehensive Plan, know as Clarkston 2040, is to be updated before October 31, 2021.

Mayor Burks opened the Public Hearing

Dean Moore spoke in support of the public being involved in the Plan.

No other speakers in support or opposition of the Comprehensive Plan.

Mayor Burks closed the Public Hearing.

Mrs. Qawiy provided a schedule of planned upcoming meetings.

H6) Approve an additional 10% hazard/COVID-19 pay for all City employees for all hours actually worked at a City facility or in the field during the continued Pandemic.

Mr. Gomez reported this had been in place since March 2020 at an initial 5% and then increased to 10%. City Staff that are remotely working do not receive the increase and it is only paid when staff are working on-site or in the field for their job. Council members expressed appreciation to the city staff.

Awet Eyasu made a motion to approve to continue to provide the 10% hazard/COVID-19 pay for all City employees for all hours actually worked at a City facility or in the field during the continued Pandemic, until such time as the pandemic slows and employees can safely return to city offices. Debra Johnson seconded. A vote was called and the motion carried (5, 0).

H7) Adopt Proclamation for MLK Day

Mayor Burks discussed the proclamation to recognize this day as the 26th Martin Luther Day of service.

Laura Hopkins made a motion to approve the Proclamation designating the Martin Luther King Holiday as a day of service in Clarkston. Debra Johnson seconded the motion. A vote was called and the motion carried (5,0).

H8) Adopt Digital Inclusion Resolution

Mayor Burks stated this resolution is to assure assurance of accessible, available, affordable, relevant, privacy and equitable access to the World Wide Web.

Debra Johnson made a motion to approve the Digital Inclusion Resolution. Laura Hopkins seconded the motion. A vote was called and the motion carried (5, 0).

H9) Adopt Resolution by the Clarkston City Council condemning the act of falsely reporting a crime or otherwise causing a police officer to contact a person in order to discriminate against the person on the basis of the person's race, ethnicity, religious affiliation, gender, sexual orientation, or gender identity.

Mayor Burks stated the intent is to stop any misuse of 911. Mr. Quinn reported he added section 4 to encourage the officers to cognizant of the Councils intent. Discussion, based on the earlier citizen comment, that this is a resolution and not an ordinance, as false reporting is already against the law, but the resolution intent is to bring attention to the misuse of 911 and educate the public.

Laura Hopkins made a motion to approve the Resolution by the Clarkston City Council condemning the act of falsely reporting a crime or otherwise causing a police officer to contact a person in order to discriminate against the person on the basis of the person's race, ethnicity, religious affiliation, gender, sexual orientation, or gender identity. Debra Johnson seconded the motion. A vote was called and the motion carried (5, 0).

H10) Amend City Manager Employment Agreement

Mr. Quinn discussed the City Manager has a written contract, per the Charter, but to provide for a salary increase requires a contract amendment. This amendment is for a 3% compensation increase.

Jamie Carrol made a motion to approve the contract amendment for a 3% salary increase. Laura Hopkins seconded. A vote was called and the motion carried (4 -YES: Jamie Carroll, Debra Johnson, Lauran Hopkins, Ahmed Hassan, 1-Abstain: Awet Eyasu)

H11) Approve a Resolution on the Administration of Business Licensing Regarding Special Licensing for Pawnbrokers

Mr. Gomez detailed the Resolution is proposed to clarify for City Staff how to administer Article I and Article VII in concert. Any business looking to provide pawnbroker services must first apply and obtain the City's business registration/occupational tax certificate pursuant to Article I, prior to applying and obtaining a pawnbroker license pursuant to Article 7. No pawnbroker may operate without these two requirements in the order listed.

Additionally, the attached Resolution would also waive the annual regulatory fee for the "title pawn"

subset of pawnbrokers that require proof of title in connection with their pawn transactions since these businesses do not require extensive monitoring by the Police Department.

Awet Eyasu made a motion approve the resolution regarding the administration of Article 1 of Chapter 11 of the City of Clarkston Code of Ordinances concerning business licensing, in conjunction with Article VII of that same chapter regarding licensing for pawnbrokers. Debra Johnson seconded the motion. A vote was called and the motion carried (5, 0).

H11) Moved from Consent Agenda: G1) Appoint/ fill one (1) vacant position and to reconfirm three (3) expiring term positions on the Planning and Zoning Board.

Laura Hopkins stated she requested to move the item from the consent agenda so each seat could be voted on separately.

Birendra Dhakal: Awet Eyasu made a motion to re-appoint Birendra Dhakal to the Planning & Zoning Board. Laura Hopkins seconded the motion. A vote was called and the motion carried (5, 0).

Amy Medford: Jamie Carroll made a motion to re-appoint Amy Medford. No second received. Council Discussion on Mrs. Medford service on the Planning Board. Mrs. Medford was afforded an opportunity to respond to Council comments. She was willing to change her interactions in meetings if the other members are provided training on Roberts Rules of Order. Discussion from the City Attorney that the Chair could entertain a repeat motion on this appointment.

Mayor Burks offered to entertain a repeat motion. Jamie Carroll made a motion to approve Amy Medford to serve another term after having heard her responses and she is rained in this area. No second received. Motion failed.

Felecia Weinert Laura Hopkins made a motion to re-appoint Felecia Weinert to the Planning & Zoning Board. Jamie Carroll seconded the motion. A vote was called and the motion carried (5, 0).

Awet Eyasu made a motion to appoint Susan Hood to the vacant Planning & Zoning Seat. Ahmed Hassan seconded the motion. A vote was called and the motion carried (5, 0).

Council discussion that Vacancy would be filled at next meeting and the need for providing training for Planning Member.

I. ADJOURNMENT:

Awet Eyasu made a motion to adjourn the meeting. Debra Johnson seconded the motion. A vote was called and the motion carried. (5,0).

CITY OF CLARKSTON

ITEM NO: F1

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
OLD BUSINESS
APPOINTMENT

MEETING DATE: February 2, 2021

SUBJECT: To allow the Mayor and City Council members to make recommendations and approve to fill one (1) vacant position on the Planning and Zoning Board.

DEPARTMENT:
Planning & Development

PUBLIC HEARING: YES NO

ATTACHMENTS: YES NO
Pages:

INFORMATION CONTACT:
Shawanna Qawiy, MSCM, MPA
Planning/Economic and Development Director
PHONE NUMBER: 404-296-6489

PURPOSE: The Mayor and City Council shall review and confirm one (1) vacant position on the Planning and Zoning Board.

At the January 12, 2021 Council Meeting, the Council approved to appoint Susan Hood to fill the vacant unexpired term to December 31, 2022 and to re-appoint Birendra Dhakal and Felecia Weinert for four (4) year terms to December 31, 2024.

The term of Amy Medford expired on December 31, 2020 and her seat was not filled at the January 12, 2021 Meeting.

The Mayor and City Council shall make the recommendation to fill a vacant position on the Planning and Zoning Board that will expire on December 31, 2024. The Department has attached all interested applications to consider for this position.

RECOMMENDATION: N/A



**CITY OF CLARKSTON
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION 05/15/2020

NAME: Harry Jerome Kendrick

HOME ADDRESS: 982 Smith, Street F-1 Clarkston, Georgia 30021

HOME PHONE: 404.748.8290

CELL PHONE:

E-mail ADDRESS: kendrickharry@ymailcom

LENGTH OF RESIDENCY IN CLARKSTON: 19 years

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD:

A "Reckless Faith" Transitional Society, Inc. Founder/Chief Executive Servant CES

PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- Why you wish to be considered for appointment to the Planning & Zoning Committee
- Your relevant experience and knowledge

The information provided will be used by the Mayor to make a nomination and for the City Council to consider for appointment, when a vacancy exists on the Planning & Zoning Committee. If there is no vacancy, your application will be kept on file for one year for consideration should an opening occur.

Please return application to:
City of Clarkston
Office of the City Clerk
1055 Rowland Street
Clarkston, GA 30021

Submit by email to: tashby@cityofclarkston.com

Thank you for your willingness to serve your local government and community.



**CITY OF CLARKSTON
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION _____

NAME: _____

HOME ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____

E-mail ADDRESS: _____

LENGTH OF RESIDENCY IN CLARKSTON: _____

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD: _____

PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- Why you wish to be considered for appointment to the Planning & Zoning Committee
- Your relevant experience and knowledge

The information provided will be used by the Mayor to make a nomination and for the City Council to consider for appointment, when a vacancy exists on the Planning & Zoning Committee. If there is no vacancy, your application will be kept on file for one year for consideration should an opening occur.

Please return application to: City of Clarkston
Office of the City Clerk
1055 Rowland Street
Clarkston, GA 30021

Submit by email to: tashby@cityofclarkston.com

Thank you for your willingness to serve your local government and community.



**CITY OF CLARKSTON
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION _____

NAME: _____

HOME ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____

E-mail ADDRESS: _____

LENGTH OF RESIDENCY IN CLARKSTON: _____

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD: _____

PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- Why you wish to be considered for appointment to the Planning & Zoning Committee
- Your relevant experience and knowledge

The information provided will be used by the Mayor to make a nomination and for the City Council to consider for appointment, when a vacancy exists on the Planning & Zoning Committee. If there is no vacancy, your application will be kept on file for one year for consideration should an opening occur.

Please return application to: City of Clarkston
Office of the City Clerk
1055 Rowland Street
Clarkston, GA 30021

Submit by email to: tashby@cityofclarkston.com

Thank you for your willingness to serve your local government and community.



**CITY OF CLARKSTON
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION January 21, 2021

NAME: Lisa Williams

HOME ADDRESS: 3778 Poplar Drive, Clarkston, GA 30021

HOME PHONE: _____

CELL PHONE: 404-488-7400

E-mail ADDRESS: lisaannebickert@gmail.com

LENGTH OF RESIDENCY IN CLARKSTON: 15 Years

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD: _____

EVP Finance/Operations @ Trevelino/Keller

PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- Why you wish to be considered for appointment to the Planning & Zoning Committee
- Your relevant experience and knowledge

The information provided will be used by the Mayor to make a nomination and for the City Council to consider for appointment, when a vacancy exists on the Planning & Zoning Committee. If there is no vacancy, your application will be kept on file for one year for consideration should an opening occur.

Please return application to: City of Clarkston
Office of the City Clerk
1055 Rowland Street
Clarkston, GA 30021

Submit by email to: tashby@cityofclarkston.com

Thank you for your willingness to serve your local government and community.



**CITY OF CLARKSTON
PLANNING & ZONING COMMITTEE APPLICATION**

DATE OF APPLICATION 01/28/2021

NAME: Leake Malede

HOME ADDRESS: 3696 Debelle st, Clarkston, GA 30021

HOME PHONE: 404-296-3088

CELL PHONE: 4044514711

E-mail ADDRESS: rapidtax@aol.com

LENGTH OF RESIDENCY IN CLARKSTON: 10 years

IF EMPLOYED, PLEASE LIST WHERE YOU WORK AND POSITION YOU HOLD:

self employee Accountant

PLEASE ATTACH A LETTER OF INTEREST INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- Why you wish to be considered for appointment to the Planning & Zoning Committee
- Your relevant experience and knowledge

The information provided will be used by the Mayor to make a nomination and for the City Council to consider for appointment, when a vacancy exists on the Planning & Zoning Committee. If there is no vacancy, your application will be kept on file for one year for consideration should an opening occur.

Please return application to: City of Clarkston
Office of the City Clerk
1055 Rowland Street
Clarkston, GA 30021

Submit by email to: tashby@cityofclarkston.com

Thank you for your willingness to serve your local government and community.

CITY OF CLARKSTON

ITEM NO: G1

CLARKSTON CITY MEETING

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

HEARING TYPE:
Council Meeting

MEETING DATE: February 2 2021

SUBJECT: Discussion Concerning Appointments to Standing Advisory Committees

DEPARTMENT: City Council

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages: 1

CONTACT INFORMATION: Beverly H. Burks &
Debra Johnson
PHONE NUMBER: 404-296-6489

PURPOSE:

To discuss approving a Resolution Concerning Appointments to the 2021 Standing Advisory Committees

NEED/ IMPACT:

The Clarkston City Council adopted Standing Advisory Committees in February 2016 to provide a mechanism to study and formulate policy recommendations that will benefit the community and to engage members of the public in the process of formulating and studying policy recommendations.

The Clarkston City Council needs to make member appointment in 2021 for the Standing Advisory Committees. The proposed membership appointments (2021) are reflected below:

Public Safety and Legal Committee

Chair: Awet Eyasu
Vice Chair: Debra Johnson
Jamie Carroll
Mayor Burks

Housing and Infrastructure Committee

Co-Chair: Jamie Carroll
Vice Chair: Laura Hopkins
Debra Johnson
Mayor Burks

Community Development Committee

Chair: Debra Johnson
Vice Chair: Awet Eyasu

Transportation and Environment Committee

Chair: Awet Eyasu
Vice Chair: Laura Hopkins

Marketing and Civic Innovation Committee

Chair: Ahmed Hassan
Vice Chair: Debra Johnson

Equity, Inclusion, and Opportunity

Chair: Laura Hopkins
Vice Chair: Debra Johnson
Mayor Burks

RECOMMENDATIONS: No Staff recommendation.

**RESOLUTION
CONCERNING APPOINTMENTS TO STANDING ADVISORY COMMITTEES**

WHEREAS, the Clarkston City Council is desirous of creating a mechanism to study and formulate policy recommendations that will benefit the community; and

WHEREAS, the Clarkston City Council is desirous of engaging members of the public in the process of formulating and studying policy recommendations that will benefit the community; and

WHEREAS, the Clarkston City Council has approved a Resolution creating Standing Advisory Committees.

NOW THEREFORE, BE IT RESOLVED by the Clarkston City Council, that the following City Council members are hereby appointed as follows:

Public Safety and Legal Committee

Chair: Awet Eyasu,
Vice Chair: Debra Johnson
Jamie Carroll
Mayor Burks

Housing and Infrastructure Committee

Chair: Jamie Carroll, Laura Hopkins
Debra Johnson
Mayor Burks

Community Development Committee

Chair: Debra Johnson
Vice-Chair: Awet Eyasu

Transportation and Environment Committee

Co-Chair: Awet Eyasu and Laura Hopkins

Marketing and Civic Innovation Committee

Chair: Ahmed Hassan
Debra Johnson

Equity, Inclusion, and Opportunity

Co-Chair: Laura Hopkins and Debra Johnson
Mayor Burks

SO RESOLVED, this _____ day of _____, 2021.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

BEVERLY H. BURKS, Mayor

ATTEST:

Tracy Ashby, City Clerk

CITY OF CLARKSTON

ITEM NO: G2

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Public Hearing 2/2

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Public Hearing

MEETING DATE: February 2nd, 2021

SUBJECT: Conditional use permit request for the property located at 1051 Montreal Road Suites B & C.

DEPARTMENT:
Planning/Economic and
Development

PUBLIC HEARING: YES NO

ATTACHMENTS: YES NO
Pages:

INFORMATION CONTACT:
Shawanna Qawiy, MSCM, MPA
Planning/Economic and Development Director
PHONE NUMBER: 404-296-6489

PURPOSE: A request from Mohommad Bilal Khattak for a conditional use permit for the property located at 1051 Montreal Road, Suites B & C, zoned I, Light Industrial Clarkston, GA 30021, for used a coin laundromat.

NEED/ IMPACT:

A conditional use permit application request shall be heard at public hearings to determine whether or not the applicants proposed conditional use would generally be in the public interest. In considering whether a proposed conditional use is in the public interest, the mayor and city council shall consider the following, among other relevant factors: (1) Whether the conditional use would 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; (2) Whether the proposed conditional use would increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties; (3) Whether the establishment of the conditional use would impede the normal and orderly development of surrounding property for uses predominant in the area; and (4) Whether the location and character of the proposed conditional use would be consistent with a desirable pattern of development for the locality in general.

STAFF RECOMMENDATION: Staff Analysis attached.

Staff recommended **CONDITIONALLY APPROVING** the conditional use permit request to allow the coin laundromat with seven (7) conditions.

PLANNING AND ZONING BOARD RECOMMENDATION: 01/19/2021

The Planning and Zoning Board recommended approval with staff's seven (7) recommendations amending the hours under condition number 7.

1. The business shall only be limited to operating as a coin laundromat.
2. There shall be no long term or overnight parking.
3. The owner/tenant shall adhere to Sections 12-20 Disorderly Conduct and 12-28 Noise.
4. The business shall not emit noise, vibrations, smoke, gas, fumes, or odors that would be a nuisance to the adjacent properties.
5. 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.
6. The owner/tenant shall adhere to all City requirements for plan review, permitting, and business licensing.
7. **Hours of operation shall be 6am -11pm, Monday thru Sunday.**



PLANNING & ZONING BOARD MEETING

**January 19, 2020 7:00 PM
TELECONFERENCE**

Call in Number:

404. 902. 5066

Call in Code:

326629

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF NOVEMBER 2020 MEETING MINUTES

PUBLIC HEARING:

Any member of the public may address the Planning and Zoning Board, during the time allotted for public hearing. Each attendee will be allowed 3 minutes. If your public comment contains a series of questions, please provide those questions to staff in writing on the Public Comment Card prior to the meeting. This will facilitate follow-up by the Board or Staff. The Planning and Zoning Board desires to allow an opportunity for public comment; however, the business of the Board must proceed in an orderly and timely manner.

D. NEW BUSINESS

1. **PUBLIC HEARING:** Mohammad Bilal Khattak has submitted a conditional use permit request for the property located at 1051 Montreal Road, Suites B & C, Clarkston, Georgia 30021, zoned I- Light Industrial Development for a coin laundromat.

E. OTHER BUSINESS

1. Chairman and Vice Chairman selections.

F. ADJOURNMENT



PLANNING & ZONING BOARD MEETING MINUTES

**January 19th, 2021 7:00 PM
TELECONFERENCE**

Call in Number:
(404) 902-5066

Call in Code:
326629

- A. CALL TO ORDER:** The meeting was called to order at 7:01 PM.
- B. ROLL CALL:** Chairman Birendra Dhakal, Vice Chairman Charles McFarland, Felicia Weinert, Susan Hood, P/E &D Director Shawanna Qawiy
- C. APPROVAL OF NOVEMBER 2020 MEETING MINUTES:** Chairman Birendra Dhakal called for a motion to approve the November 2020 meeting minutes. Felicia Weinert made a motion to approve, Charles McFarland seconded, and the motion passed 3/0/1. Susan Hood abstained
- D. NEW BUSINESS**
- 1. PUBLIC HEARING:** Mohammad Bilal Khattak has submitted a conditional use permit request for the property located at 1051 Montreal Road, Suites B & C, Clarkston, Georgia 30021, zoned I- Light Industrial Development for a coin laundromat.

PED Director Qawiy gave an overview of the conditional use permit four (4) criteria points and the conditional use permit request proposed for 1051 Montreal Road for a coin laundromat. Chairman Dhakal opened the public hearing to those who wished to speak in opposition of the conditional use permit request. There were no speakers. Chairman Dhakal opened the public hearing to those who wished to speak in favor of the conditional use permit request. Amy Medford spoke in favor. Mrs. Medford listed her concerns related to pedestrian traffic on Montreal Road to the facility and for the City to consider a crosswalk in front of the property. She recommended that the applicant use eco-friendly detergents and limit the hours of operation for the coin laundromat to be the same as the adjacent gas station.

With no further public comments, Chairman Dhakal closed the public hearing.

Board members discussed the item collectively. Ms. Weinert asked about the environmental requirements for a coin laundromat and the City's distancing requirements due to COVID. PED Qawiy stated that she had spoken with a representative at the Department of Natural Resource- EPD in the permitting division and the facility would only be regulated to perform regular maintenance on the dryers.

PED Director also stated that the City has a policy for social distancing, public gatherings and wearing masks and the facility would be required to adhere to those policies. Also, that the location currently has 28 parking spaces for the development. The proposed conditional use permit request is required to have 5 spaces based on the use.

Vice Chairman McFarland asked the applicant about the hours of operation. Mr. Khattak stated that the hours of operation would be the same as the adjacent gas station, from 6am to 11pm. He also stated that it is good business to clean the dryer filters at least every other day.

Charles McFarland made a motion to conditionally approve the coin laundromat, with staff's seven (7) conditions, amending condition number seven (7) to include the hours of operation from 6am to 11pm, Felecia Weinert seconded, and the motion passed 4/0.

E. OTHER BUSINESS

1. Chairman and Vice Chairman selections.

PED Qawiy gave the background according to the Code of Ordinances, Section 15-3 Same organization, rules of procedure, meeting records, the planning and zoning board shall elect its chairman and vice chairman from among its members. The term of the chairman shall be one (1) year with eligibility for re-election.

Board members Birendra Dhakal, Susan Hood, Felecia Weinert and Charles McFarland discussed the item collectively. Susan Hood made the motion to recommend Charles McFarland as the Chairman and Felecia Weinert as the Vice Chairperson, Birendra Khakal seconded and the motion passed 4/0.

- F. ADJOURNMENT:** Birendra Dhakal called for a motion to adjourn the meeting. Felecia Weinert made the motion to adjourn, Charles McFarland seconded the motion, and the motion passed 4/0. Meeting adjourned at 7:45 PM.



where possibilities grow

**CITY OF CLARKSTON
CONDITIONAL USE PERMIT APPLICATION**

CONDITIONAL USE PERMIT APPLICATION CHECKLIST

To be completed when accepting all conditional use applications. Checklist should be attached to the application. All documents are required prior to acceptance of the application.

Required Item	Requirements	Copies	Check/Initial
✓ Application Fee	\$500.00 per request Check or Money Order		
✓ Application Checklist	This application checklist must be submitted with application packet	1	
✓ Application Form	Must be complete, including notarization as indicated	40 <i>2 electronic copies</i>	
✓ Survey	Accurate, up-to-date certified survey of the property with metes and bounds shown. Existing thoroughfares; existing drainage areas; existing buildings, structures and facilities; existing utilities on or adjacent to the property; and ownership, zoning and uses of all property adjacent to or within 200 feet of the property should also be shown.	10 <i>2 electronic copies</i>	
✓ Legal Description	Accurate written legal description of the property which matches the metes and bounds shown on the survey.	40 <i>2 electronic copies</i>	
Warranty Deed	A copy of the recorded Warranty Deed	40 <i>2 electronic copies</i>	
✓ Lease Agreement	A copy of the lease agreement between the property owner and the applicant, if applicable. Lease must identify party responsible for reclamation of the property.	10 <i>2 electronic copies</i>	
✓ Letter of Intent	A letter clearly stating the proposed use and development intent.	40 <i>2 electronic copies</i>	
✓ Conceptual Site Plan	Conceptual site layout indicating the distinctions between the current and proposed site conditions. Should be drawn at a scale of at least 1:20.	40 <i>2 electronic copies</i>	
✓ Architectural Drawings	Architectural renderings or photographs of the proposed building elevations are helpful, but not required unless the proposed zoning is being conditioned to architectural exhibits submitted.	40 <i>2 electronic copies</i>	

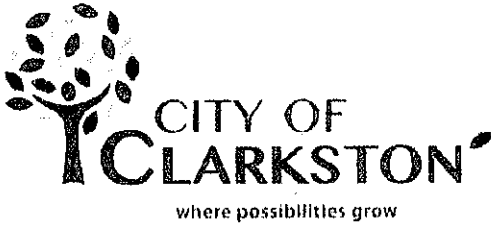
(For Office Use Only) 12-16-20 *cc ✓*

Total Amount Paid \$ 500 - Check# _____ Money Order # _____ Received by: *Manager - Reg.*

Application checked by: *S. Rawley* Date: *12-16-2020*

Pre-application meeting: *11-20-20* Date: _____

CITY OF CLARKSTON
PLANNING & DEVELOPMENT DEPARTMENT
1055 ROWLAND STREET
CLARKSTON, GA 30021
(404) 296-6489
Fax (404) 296-6480



CITY OF CLARKSTON
CONDITIONAL USE PERMIT APPLICATION

Date Received: 12/15/20

APPLICANT INFORMATION

APPLICANT NAME: MOHAMMAD BILAL KHATTAK
ADDRESS: 2582 LARSON CREEK WAY, DULUTH GA 30097
PHONE: 404 944 8693 CELL: 404-944-8693 FAX: _____
EMAIL ADDRESS: BILAL.ATL@GMAIL.COM

OWNER INFORMATION (If different from Applicant)

OWNER NAME: AYAZ ALI
ADDRESS: 1833 LAWRENCEVILLE HWY, DECATUR GA 30033
PHONE: 678-777-0080 CELL: 678-777-0080 FAX: _____
EMAIL ADDRESS: ALIENTERPRISE87@GMAIL.COM

PROPERTY INFORMATION (attach legal description)

ADDRESS: 1051 MONTREAL RD, SUITS: B AND C, CLARKSTON, GA 30021
PARCEL ID#: 18 118 03 004 LAND LOT: 118 DISTRICT: 18

CONDITIONAL USE PERMIT REQUEST

CURRENT ZONING: LIGHT INDUSTRIAL CURRENT LAND USE: C-STORE + 2 RETAIL SPACES

PROPOSED LAND USE: COIN LAUNDRY

DESCRIPTION OF USE (ex.: number of employees, details of operation, etc.): COIN LAUNDRY,
OFFERING SELF SERVICE + WASH + FOLD SERVICES. 2 EMPLOYEES
ATTENDED AT ALL TIMES.

CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: _____

Ayaz Ali
Type or Print Owner's Name

[Signature]
Owner's Signature

12-14-20
Date



Sworn and subscribed before me this
14th day of December, 2020.

[Signature]
Notary Public

06/10/2023
Commission Expires

(Seal)

POWER OF ATTORNEY (if owner is not the applicant)

Applicant states under oath that: (1) he/she is the executor or Attorney-in-fact under Power-of-Attorney for the owner (attach a copy of Power-of-Attorney letter); (2) he/she has an option to purchase said property (attach a copy of the contract); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease).

Ayaz Ali
Type or Print Owner's Name

[Signature]
Owner's Signature

12-14-20
Date

Sworn and subscribed before me this
14th day of December, 2020.

[Signature]
Notary Public

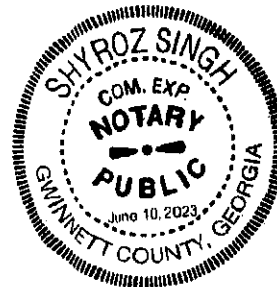
06/10/2023
Commission Expires

(Seal)

MOHAMMAD BILAL KHATTAK
Type or Print Applicant's Name

[Signature]
Applicant's Signature

12/14/20
Date



ATTORNEY / AGENT

CIRCLE ONE: Attorney Agent

Type or Print Attorney / Agent's Name

Attorney / Agent's Signature

Address

Phone Number

Email Address

AUTHORIZATION TO INSPECT PREMISES

I/we AYAZ ALI _____ am/are the owner(s) of the subject property, which is the subject matter of this application. I/we authorize the City of Clarkston to inspect the premises, which is the subject of this request for a Conditional Use Permit.

AYAZ ALI

Type or Print Owner's Name



Owner's Signature

12-14-20

Date

B1 LAUNDRY, LLC

LETTER OF INTENT

Mohammad Bilal Khattak
B1 LAUNDRY, LLC
2582 Larson Creek way Duluth, GA 30097
bilal.atl@gmail.com

December 15th, 2020

Ms. Shawanna N. Qawiy
Director of Planning & Development
1055 Rowland St. Clarkston, GA 30021
sqawiy@cityofclarkston.com

Dear Ms. Qawiy,

This letter of intent is a formal expression of intent to open a New Coin Laundry in the City of Clarkston at the retail location of 1051 Montreal road suits B & C. This is a new Exxon Gas station site built in 2017 which is very popular amongst the local residents. I believe that the very convenience and popularity of this particular location makes it a very suitable location for a Coin Laundry. B1 Laundry here will provide the Ultimate convenience in terms of location for the local residents, paired with the Ultimate wash experience. B1 Laundry will infuse the Latest and the Greatest of technology available today into this Laundromat with installation of the Best and most Efficient Washers and Dryers available in the commercial market today. Our main emphasis is to achieve a high level of customer satisfaction thru providing customers with the Best of the washing equipment along with a Great customer service with a Big smile. I truly believe that the level of a business' success is directly related to the level of its Customers' satisfaction. With that said, I intend to open a Laundromat at this location that will achieve its Success thru Best practices in customer service and added convenience for the local residents.

Ms. Qawiy, B1 Laundry has been operating Successfully for years in Decatur area and over the years of successful operation we have attained a wealth of knowledge and expertise of the laundry industry. We intend to bring all our acquired experience into our second location to the City of Clarkston and make it into a better and more successful operation. We are backed by the industry leaders in Brand and Financing and seek to run a Successful retail location for many years to come. Thank you.

Sincerely,



Mohammad Bilal Khattak

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS AGREEMENT, made effective the 12th day of December 2020, by and between A ALI INVESTMENT COMPANY, LLC., a Georgia Limited Liability Corporation (hereinafter referenced as "Landlord") and B1 LAUNDRY LLC (hereinafter collectively referenced as "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the property and improvements located at **1051 MONTREAL ROAD, Suite B & C, CLARKSTON, GA 30021** (the "Premises").

Term of Lease. The Term of this Lease shall commence on the 12th day of December, 2020, and shall expire February 5th 2021. If the City denies the application to allow coin laundry, the tenant will provide a letter requesting to terminate the agreement by February 5th 2021. If termination request isn't sent, the lease will renew for Permit and construction phase and earnest money will not be refundable. Construction period will continue till June 30th 2021. The Initial Term of this Lease shall commence on the 1st day of July, 2021, and, unless sooner terminated as hereinafter provided, shall expire on the 30th day of June, 2026 (the "Initial Term"). Provided Tenant is not in default under this Lease, Tenant shall have One (1) option to renew this Lease for an additional five (5) years each, on the same terms as contained herein (the "Renewal Term(s)", the Initial Term and Renewal Term(s) are hereinafter collectively referenced as the "Term") by providing prior written notice to Landlord of Tenant's election to extend this Lease not less than three (3) months, nor more than six (6) months from the expiration date of the then current term.

2. **Rental and Late Fees.**


2.1 *Rental.* Tenant agrees to pay Landlord, by payments at Landlord's office, or at any other address as designated by Landlord in writing to Tenant, promptly on the fifth (5th) day of each month, in advance, during the Term and any Renewal Term(s), rent in the amount as follows:

Please See Exhibit "C"

2.2 *Rental Prorations.* In the event the commencement date of this Lease is any day other than the first day of a calendar month, the first month's rental shall be prorated. Tenant shall be responsible to fulfill the lease agreement to its fullest.

2.3 *Late Fees.* Landlord has no obligation to accept from Tenant any late rental payments or additional rent consisting of all other sums, amounts, liabilities and obligations which Tenant herein assumes or agrees to pay (whether designated rental, additional rent, costs, expenses, damages, losses or otherwise) as hereinafter provided (all of which are hereinafter called "Amounts Due"). Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all Amounts Due, without deduction, setoff, abatement, counterclaim or defense. If any Amount Due is not received by Landlord on or before FIFTH (5TH) day following the date on which it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. Landlord will Any Amount Due payable to Landlord by Tenant shall be paid via cash or certified funds/money order, payable to Landlord at the above address, or at such other place(s) as Landlord may from time to time designate in writing. Failure for Tenant to pay any Amounts

Landlord: 

TENANT: 

Due on or before the due date constitutes a default hereunder, however, Landlord's election to accept Amounts Due after the due date shall not operate as a waiver or modification of the Amounts Due or payment terms for any subsequent months. **Landlord will have the right to ask for Cashier Check as a form of payment if tenant is in default or has returned check anytime during this lease term. In which tenant will be obligated to pay in form of cashier check on a monthly basis.**

2.4 *Insufficient Funds.* In the event any payment is returned for insufficient funds, Tenant shall pay an additional amount TEN percent (10%) of the face amount of the returned instrument.

2.5 *Free Month.* Tenant is given free tenant as stated on paragraph 3.1. The free rent shall be considered as a signing bonus. Free rent is only given based on all the terms have been met on the agreement. If for any reason tenant defaults on this agreement or the lease is terminated prior to June 30th 2026, tenant shall be responsible for the free tenant. Free rent have a value of \$5,000 per month.

3. Utilities, Common Area Maintenance, Taxes and Other Amounts.

Tenant shall pay on the first day of each month, as additional rental during the term of this lease and any extension or renewal thereof, Tenant's share, on a pro rata per square foot basis, of real property taxes (including, but not limited to, ad valorem taxes, special assessments and governmental charges) on the Premises, and insurance. This cost shall be adjusted monthly to reflect the actual pro rata cost of the insurance and taxes as the case may be and future monthly payments will be adjusted accordingly. **Tenant understands failure to pay the utilities, cam, insurance and taxes on time will be considered default in agreement. Property Insurance and Property Taxes amount is NOT included in the Base Rent; Gross Rent. Additionally Tenant shall be responsible on a monthly basis for Common Area Maintaince, Waste, and Water which is NOT included in the Base Rent; Gross Rent. Tenant's share, on a pro rata per square foot basis which will be billed the following month the landlord receives the bill.**

Landlord and Tenant hereby acknowledge that the present costs of such items are:

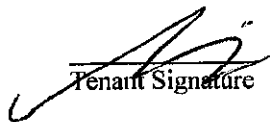
Insurance & Taxes Amount To be determined by Occupied Sq ft / Total Sq ft x bill

CAM & Waste Amount To be determined by Occupied Sq ft / Total Sq ft x bill

Water To be calculated based on consumption. If consumption can't be determined then it will calculated by Gas station average bill (without any tenants) minus the current bill. Landlord will not put a separate meter for each unit.

Common area maintenance shall include landscape maintenance in the common areas. Tenant shall be responsible for Personal Taxes and Personal Insurance.

Landlord will have the right to apply payment to CAM, Utilities, Taxes, and other expenses prior to applying the payment to rent.


Tenant Signature

Landlord: 

4. **Security Deposit.** As security for Tenant's prompt and full payment of the rent and other amounts, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant has pledged and deposited with Landlord \$2,700. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Agreement; and, on demand, Tenant shall restore said security deposit to the full amount set forth. On the expiration, or earlier termination, of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit.

5. **Use of Premises.** Premises shall be used for **COIN LAUNDRY**. Tenant shall notify the landlord change of business shall occur. Tenant shall be responsible for all licenses or permits associated with said use. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. Premises shall not be used for any **illegal purpose**, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly and attractive condition.

6. **Operation of the Premises.**

6.1 *Restrictions and Guidelines.* Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business.

6.2 *Failure to Comply.* In the event, Tenant fails to comply with its obligations under this Paragraph 6, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with such guidelines, obligations and any requirements including those regarding cleanliness. In the event Landlord expends any money or resources in this regard, Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended, plus an administrative charge of 15% of such amount, with the rent payment next due.

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease, and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. **None of the equipment shall be removed from the Premises.**

8. **Repairs and Maintenance.**

9.1 *Repairs and Maintenance by Tenant.* Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises and any equipment and Tenant accepts the same in their present condition and as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". Except as

Landlord: AD

TENANT: MLL

provided in Paragraph 9.2, Tenant shall during the Term, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises. Tenant agrees to return the Premises and all equipment, fixtures and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, natural wear and tear and acts of God excepted. In the event Tenant fails to maintain and repair the Premises or any equipment located thereon within twenty-hours (24) of learning of such maintenance and repair, Landlord shall have the right, at Landlord's option, to maintain and/or repair said Premises or equipment and charge any costs and expenses associated therewith to Tenant.

9.2 *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of the parties for the Landlord to have no duty to repair or maintain any portion of INSIDE of Premises, the property the Premises is part, equipment, fixtures or other improvements located thereon whatsoever. The property is given to the tenant "AS IS", with no additional work to be done from the landlord. Landlord will be responsible for Roof and Foundation.

9. **Environmental.** Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Further, without limiting the foregoing, Tenant agrees to the following:

(a) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(b) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term or the Renewal Terms of the Lease as the result of any acts or omissions of Tenant.

10. **Indemnification of Landlord Against Loss or Claim.** For and during the Term and any Renewal Term(s) of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Further, Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises.

11. **Tenant's Insurance of the Premises.**

11.1 *General Property Insurance.* Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured in an amount equal to not less than one hundred percent (100%) of their full insurable value. Tenant acknowledges that so long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of said fixtures, equipment and merchandise.

11.2 *Comprehensive/General Liability Insurance.* Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,000,000.00 single limit coverage for each accident or occurrence, with additional umbrella of \$1,000,000. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require.

Landlord: MA

TENANT: ML

12. **Governmental Orders.** Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

13. **Condemnation.** If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner.

14. **Assignment and Subletting.**

14.1 *Transfer or Sale of Interest.* Tenant shall not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior written consent of Landlord, which shall not be unreasonably withheld. Furthermore, it is acknowledged and agreed that Tenant **may not**, assign this Lease, or otherwise transfer any interest in the Premises to any party whatsoever, without the prior written consent of Landlord, which shall not be unreasonably withheld. Prior to Landlord's making a decision relating to any , lease assignment, interest transfer or other such agreement relating to this Lease, the Premises or the business operated thereon, Tenant shall provide Landlord a written agreement containing the terms and conditions of the lease assignment, or other agreement.

14.2 *Non-Waiver.* Consent to any assignment, sublease, or transfer shall not waive any of Landlord's rights under this Agreement or have the effect of releasing Tenant from any obligation under this Agreement, and all later assignments or subleases shall be allowable only upon the proper written consent of Landlord. In regards to each assignment, sublease, or transfer, Tenant agrees to be responsible for Landlord's attorneys fees associated therewith. Assignment fee of \$5,000 will be charged to tenant.

15. **Default.** It is mutually agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved when due, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in Paragraph 7; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess

Landlord: A

TENANT: MLL

itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from any obligation to pay the full rent due for the entire period of the then existing Term or any Renewal Term.

16. Notices. All notices, payments, and demands permitted or required to be given by either party to the other hereunder shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified or registered, postage prepaid, and addressed as follows:

Landlord:
A ALI INVESTMENT COMPANY, LLC
Po box 33795
Decatur, GA 30033

Tenant:
B1 LAUNDRY, LLC
1051 MONTREAL ROAD, SUITE B & C
CLARKSTON, GA 30021

or to such other place as Landlord or Tenant may, from time to time, designate in a notice to the other.


17. Service of Notice. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the leased Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease may also be sent to Tenant's last known address, if different from the Premises.

18. Termination for Non-Payment. In the event Tenant fails to pay any Rent or Additional Rent when due, Landlord may terminate this Lease, in which event, unless Landlord has previously taken possession of the Premises, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or recovery of Rent, Additional Rent or other sums due, enter upon and take exclusive possession of the Premises, or, at Landlord's election, by writ of possession. Tenant waives the provisions of O.C.G.A. § 44-7-52. All of Landlord's rights and remedies under the Lease and otherwise are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others. Tenant shall be responsible to full the agreement to its fullest. If the tenant is considered default due to any reason stated on this agreement, tenant shall be responsible for the free Rental months that were given as incentive to sign the agreement.

19. Personal Guaranty. It is acknowledged and agreed that the payment, obligations, performance, and other requirements contained in this Lease shall be personally guaranteed by all members/officers or shareholders of assignee pursuant to a Personal Guaranty of Payment and Performance on a form acceptable to Landlord.

20. Licenses and Permits. During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to (i) operating

Landlord: 

TENANT: 

Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

21. **Signs.** Tenant shall not install, paint, display, inscribe, place, or affix any sign, picture, advertisement, notice, lettering, or direction (hereinafter collectively called "Signs") on the exterior of the Premises, the common areas of the building upon the Premises, the interior surface of glass and any other location which could be visible from outside of the Premises without first securing written consent from Landlord therefore. Any Signs permitted by Landlord shall, at all times, conform with all municipal ordinances or other laws, rules, regulations, deed restrictions, and protective covenants applicable thereto. Tenant shall remove all Signs at the expiration or other termination of this Lease, at Tenant's sole risk and expense, and shall in a good and workman like manner properly repair any damage caused by the installation, existence, or removal of Tenant's Signs.

22. **Alterations.** All alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, a free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. All Alteration must be approved by city or county.

23. **Quiet Enjoyment.** So long as Tenant complies with all provisions hereof, Tenant shall have quiet enjoyment of the Premises.

24. **Entry for Carding, etc.** Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.


25. **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the full term.

26. **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the Premises by Landlord.

27. **No Estate in Land.** This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's written consent.

28. **Holding Over.** If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 300% the rental rate in effect at the end of the Lease. There shall be no renewal of this Lease by operation of law.

Landlord: 

TENANT: 

29. **Right to Inspect or Audit.** Landlord, or Landlord's agents, shall have the right to enter the Premises, during reasonable hours, to examine the Premises or business operations, including, but not limited to auditing the books and records of the business, purchase and sale invoices/records, or to make repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Premises, or to determine whether the terms of this Lease are being complied with.

30. **Attorney's Fees and Homestead.** In the event Landlord retains an attorney at law to enforce any provision of this Lease, Tenant agrees to pay Landlord's reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

31. **Arbitration.** Any claim or controversy between Landlord and Tenant arising out of, or relating to this Lease shall be decided by arbitration at Atlanta in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. The award rendered by the arbitrator shall be final, and judgment may be entered upon it at any court having jurisdiction.

32. **Time of Essence.** Time is of the essence of this agreement.

33. **Rights Cumulative.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law.

34. **No Waiver of Rights.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

35. **Legality of Agreement.** In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

36. **Changes to Agreement:** This Agreement shall not be subject to change, modification or discharge in whole or in part except by written instrument signed by both parties.


37. **Terms Inclusive.** This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

38. **Entire Agreement.** This document contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

39. **Special Stipulations.** Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

39.1 Tenant's Improvements. Within days following the commencement date hereof, tenant agrees to, at tenant's sole cost and expense, make such improvements as necessary to open and operate the business. In addition thereto, Tenant shall make the upgrades and other improvements

Landlord: 

TENANT: 

referenced on Exhibit "A" attached hereto and incorporated herein by reference, at tenant's sole cost and expenses. Upon installation, such equipment and property shall become the property of landlord.

39.2 *Document Preparation.* Each party has had the opportunity to be represented by counsel and negotiate this Agreement. This Agreement shall not be interpreted against either party as drafter. Tenant has had the ability to conduct any appropriate due diligence and accepts the Premises, business, and equipment, if any, based on Tenant's own inspection.

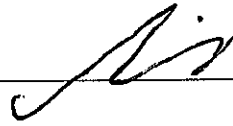
IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals the day and year first written above.

LANDLORD:
A ALI INVESTMENT COMPANY, LLC.



By:
Its:

TENANT: B1 LAUNDRY, LLC



By:
MOHAMMAD BILAL KHATTA
MEMBER, LLC

Landlord: 


TENANT: 

EXHIBIT "A"

LEGAL DESCRIPTION

The MONTREAL PLAZA upon the property located at 1051 MONTREAL ROAD,
Suite B & C, CLARKSTON, GA 30021.

Landlord: *M*

TENANT: *W*

EXHIBIT "B"

LANDLORD IMPROVEMENT

1. Landlord shall only be responsible for Parking lot maintain, roof, and building exterior. The expenses will be reimbursed by the tenants based on sq feet occupied.

TENANT IMPROVEMENT

1. 100% RESPONSIBLE for repair and maintenance inside the unit. Tenant shall be responsible for all repair and maintenance inside the unit.
2. Any damages to the premise to tenant equipment will be tenant's responsibility.
3. Tenant will be responsible for the following:
 - a. - All suite specific finish out, which must be presented for review and approved by Landlord.
 - b. - City/County Permitting for final occupancy permits approval.
4. Tenant will be given parking spaces based on percentage of occupancy on the property. Tenant shall be responsible to pay the cost to Maintain for additional Parking location on offsite facility. Landlord will not be responsible for any additional parking spaces.
5. Licenses and Permits. During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to (i) operating Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

Landlord: 

TENANT: 

EXHIBIT "C"

Monthly Rental Breakdown

- | | | |
|--------------|--|-----------------------|
| 1. | Conational Use application
December 12 th , 2020 – February 5 th 2021 | \$0.00 per month; |
| 2. | Permit and Construction
February 6 th , 2021 – June 30 th 2021 | \$0.00 per month; |
| Initial Term | | |
| 1. | July 1 st , 2021 – June 30 th 2022 | \$2,700.00 per month; |
| 2. | July 1 st , 2022 – June 30 th 2023 | \$3,375.00 per month; |
| 3. | July 1 st , 2023 – June 30 th 2024 | \$3,442.00 per month; |
| 4. | July 1 st , 2024 – June 30 th 2025 | \$3,511.00 per month; |
| 5. | July 1 st , 2025 – June 30 th 2026 | \$3,581.00 per month; |
| Option | | |
| 6. | July 1 st , 2026 – June 30 th 2027 | \$3,653.00 per month; |
| 7. | July 1 st , 2027 – June 30 th 2028 | \$3,726.00 per month; |
| 8. | July 1 st , 2028 – June 30 th 2029 | \$3,800.00 per month; |
| 9. | July 1 st , 2029 – June 30 th 2030 | \$3,876.00 per month; |
| 10. | July 1 st , 2030 – June 30 th 2031 | \$3,954.35 per month; |

Landlord: 


TENANT: 

EXHIBIT "D"

LEASE GUARANTEE LETTER

The undersigned, Mohammad Bilal Khattak as guarantor(s), in consideration of owner entering into the lease dated December 12, 2020 with B1 LAUNDRY LLC in the CLARKSTON Plaza Shopping Center located at 1051 MONTREAL ROAD, Suite B & C, CLARKSTON, GA 30021 hereby guarantees all monthly payments to owner and performance of all other obligations as the tenant under this lease and all contemporaneous and future attachments and amendments thereto. Any notice that owner is required to give the tenant under this lease, including but not limited to notice of default, is deemed given to the undersigned upon owner giving tenant notice in accordance with Section 16 of this lease and the undersigned waives any other notice from owner. If there is more than one guarantor, this liability shall be joint and several.

BY: MOHAMMAD BILAL KHATTAK

Guarantor:

Date of Birth

Georgia Driver Licenses

12/14/20
Date

Landlord: [Signature]

TENANT: [Signature]

EXHIBIT "E"

RULES AND REGULATIONS

Tenant agrees as follows:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
2. The delivery or shipping of merchandise, supplies, and fixtures to and from the Demised Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Demised Premises or Shopping Center.
3. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Demised Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. Tenant must contract with the City of Decatur (at the Tenant's sole expense) for this refuse/rubbish container and pick up service.
4. No aerial shall be erected on the roof or exterior walls of the Demised Premises or on the grounds, without first obtaining in each instance the written consent of Landlord. A aerial so installed without such written consent shall be subject to removal without notice at any time.
5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Demised Premises without the prior written consent of Landlord.
6. If the Demised Premises are at any time equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
7. The exterior areas immediately adjoining the Demised Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.
8. Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Demised Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damages.
9. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.
10. Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may

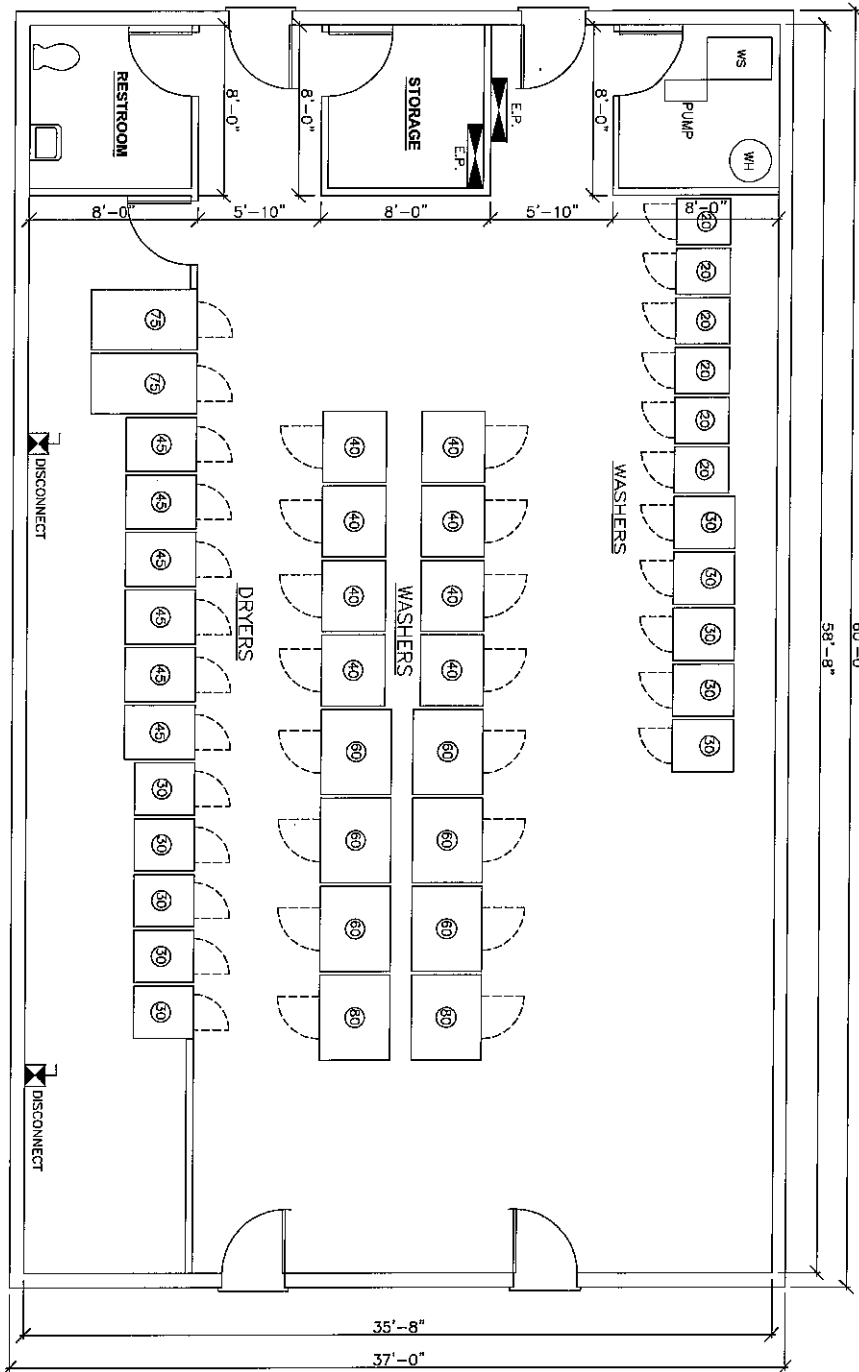
Landlord: A

TENANT: JK

require.

11. Tenant shall not burn any trash or garbage of any kind in or about the Demised Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

12. Tenant shall not make noises, causes disturbances, or create odors which may be offensive to other tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees.



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

A-1.2

Sheet Number:
FLOOR PLAN
Checked By: SC
Drawn By: KDC
Date: 12-15-20
Scale: AS NOTED

B1 LAUNDRY
1051 MONTREIL RD.
SUITE B & C
CLARKSTON, GA. 30012

Revision	Date	Description

CAUPELL DESIGN & DRAFTING
Cell: (706) 201-4351 205 Cook Street
Email: kerycaudell@yahoo.com Alto, GA 30510

2014156500 DEED BOOK 24679 Pg 695
Filed and Recorded:
12/1/2014 1:32:33 PM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia
Real Estate Transfer Tax \$170.00

After Recording Return to:
DICKENSON GILROY LLC
3780 Mansell Road, Suite 140
Alpharetta, Georgia 30022
AL1400855/ A Ali Investment

QUIT CLAIM DEED

STATE OF GEORGIA
FULTON COUNTY

THIS INDENTURE, Made the 12th day of November, in the year 2014, between SYNOVUS BANK, a Georgia banking corporation, a Georgia banking corporation, as party or parties of the first part, hereinafter called Grantor, and A ALI INVESTMENT COMPANY, LLC, a Domestic limited liability company, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of **ONE AND 00/100 DOLLARS (\$1.00)** and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee:

See attached Exhibit "A" and Exhibit "B"

Along with any declarant rights and obligations, created or reserved in Grantor.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

SYNOVUS BANK, a Georgia banking corporation

BY: *Rafael Escobar*

PRINTED NAME: Rafael Escobar

TITLE: MANAGED ASSETS OFFICER

Suzanne W. Smith
Witness

Kathleen Despagni
Notary Public
My Commission Expires 2/1-2017

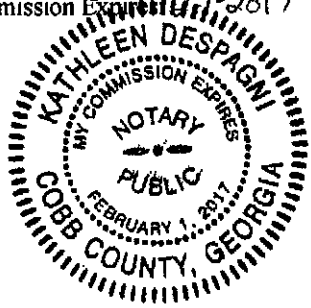
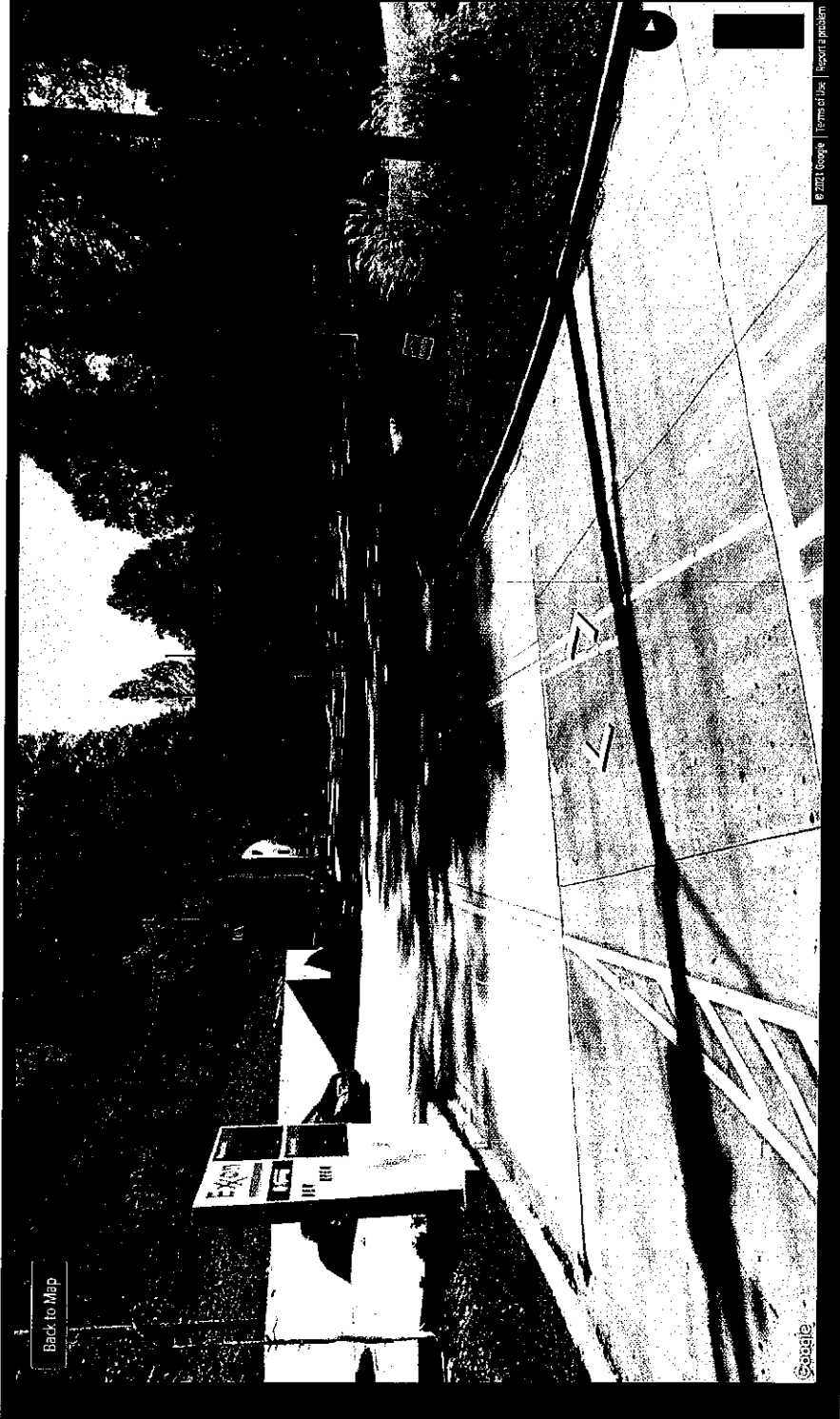


EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 118 of the 18th District, DeKalb County, Georgia, containing 0.99 acres, more or less, according to a survey for Strong Arm Enterprises, Inc. prepared by East Metro Surveyors & Engineers, Inc. under seal of E. G. Davis, Georgia RLS# 2363 dated April 26, 2000, and being more particularly described as follows: Beginning at an iron pipe found along the northeasterly right of way line of Montreal Road, said iron pipe found being South 49 degrees 24 minutes 32 seconds East a distance of 560.9 feet along the northeasterly right of way line of Montreal Road from the intersection of the northeasterly right of way line of Montreal Road and the easterly right of way line of Clarkston Industrial Blvd.; thence leaving the northeasterly right of way of Montreal Road and running North 70 degrees 34 minutes 40 seconds East a distance of 308.65 feet to a point; thence running South 18 degrees 20 minutes 32 seconds East a distance of 132.00 feet to a point; thence running South 56 degrees 32 minutes 37 seconds West a distance of 223.70 feet to an iron pin found along the northeasterly right of way line of Montreal Road; thence running North 45 degrees 00 minutes 00 seconds West a distance of 206.46 feet along the northeasterly right of way line of Montreal Road to an iron pipe found and the Point of Beginning, containing a one story frame building and being known as 1051 Montreal Road according to the present system of numbering in DeKalb County, Georgia. Together with all the rights, privileges and easements contained in a certain Easement Agreement by and between Preferred Financial Corporation and Young Years, Inc., dated April 10, 1985 and recorded in Deed Book 5227, page 644, DeKalb County, Georgia records.

EXHIBIT "B"
Permitted Exceptions

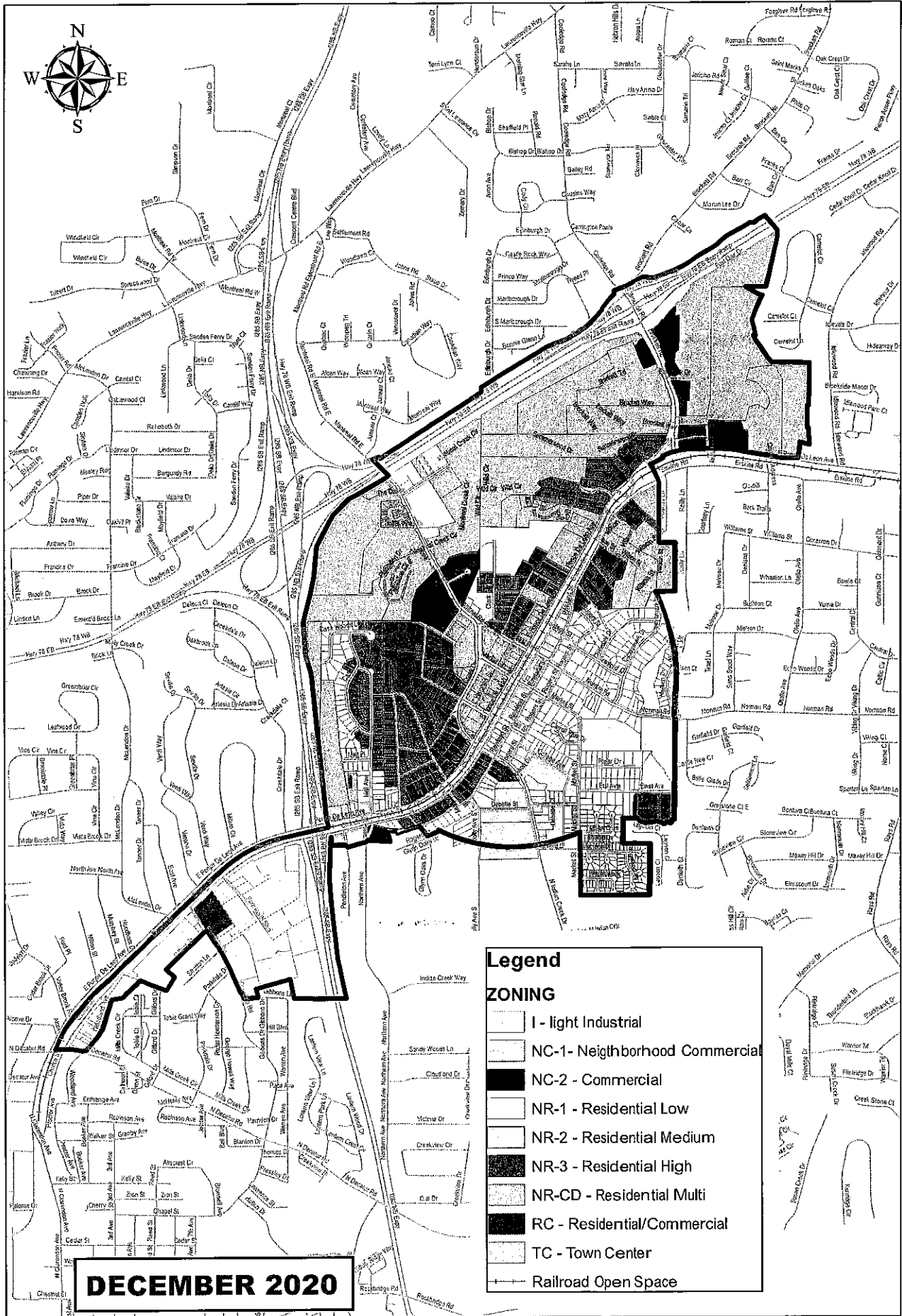
1. Taxes and assessments not yet due and payable.
2. Applicable zoning and other ordinances.
3. All matters of record as of October 20, 2014.
4. All matters that would be revealed by a current accurate survey and inspection of the property.



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Google



DECEMBER 2020

Legend

ZONING

- I - light Industrial
- NC-1- Neighborhood Commercial
- NC-2 - Commercial
- NR-1 - Residential Low
- NR-2 - Residential Medium
- NR-3 - Residential High
- NR-CD - Residential Multi
- RC - Residential/Commercial
- TC - Town Center
- Railroad Open Space

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G3

BUSINESS AGENDA / MINUTES

HEARING TYPE:
Council Meeting

MEETING DATE: February 2nd, 2021

ACTION TYPE:
Resolution

SUBJECT: The Mayor and City Council shall review a request for a shared or reduced parking agreement from Mr. Henock Mekonnen for a proposed retail development at 3884 E. Ponce de Leon Avenue with the current parking (property) for a gas station located at 3874 E. Ponce de Leon Avenue.

DEPARTMENT:
Planning/Economic & Development

PUBLIC HEARING: YES NO

ATTACHMENTS: YES NO
Pages:

INFORMATION CONTACT:
Shawanna Qawiy, MSCM, MPA
Planning/Economic and Development
Director

PURPOSE: According to Section 1108: Shared and reduced parking standards, of the City of Clarkston's Code of Ordinances, the Mayor and City Council shall review and discuss requests to reduce the parking requirements through a shared or reduced parking arrangement only through the permission of the Mayor and City Council.

Mr. Henock Mekonnen the owner of the properties located at 3874 E. Ponce de Leon Avenue- an existing gas station and 3884 E. Ponce de Leon Avenue (a 0.5-acre vacant lot) is requesting to reduce the required number of parking spaces to construct a 5,000 sq. ft retail development on the currently vacant lot located at 3884 E. Ponce de Leon Avenue. The property owner is seeking to build a delicatessen (825 sq. ft) inside the retail mart (4,175 sq.ft.) on the vacant lot which will require 24 parking spaces.

According to the submitted to scale site plan, the required number of spaces for the new and existing buildings are 36 parking spaces. The applicant is requesting approval of a reduction and shared parking agreement for 33 parking spaces that will be for the contiguous properties of 3874 and 3884 East Ponce de Leon Avenue, with a cross easement that will establish access to the parking spaces in perpetuity.

Parking Reduction/Share Calculation Table					
USE	Required Parking Spaces	Weekday	Weekday	Weekend	Weekend
		6AM- 5PM	5PM- 1AM	6AM-5PM	5PM-1AM
Retail @ 4,175 sq.ft.	17	17 at 95% 16	17 at 85% 14	17 at 100% 17	17 at 70% 12
Deli @ 825 sq. ft.	10	10 at 75% 7	10 at 100% 10	10 at 60% 6	10 at 100% 10
Existing Gas Station-spaces	9	9 at 95% 8	9 at 85% 8	9 at 100% 9	9 at 70% 6
Total Spaces	36	31	32	32	28

After the reduction/shared parking calculations, the columns with 32 spaces are the recommended minimum shared parking requirement for the development or collectively for the contiguous properties.

RECOMMENDATION:

Staff recommends approving the reduced/shared parking agreement of 33 spaces with the conditions that the applicant adheres to Section 1108: Shared or reduced parking standards, the NC-1 zoning district requirements for permitted uses, and all development, landscaping and permitting requirements for construction of the new building.



ARCHITECTURAL

advocates

A Professional Corporation

R. James Halsema, Architect

January 14, 2021

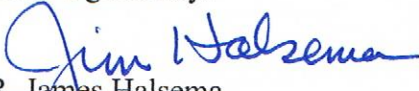
Shawanna Qawiy
Planning and Development Director
City of Clarkston
1055 Rowland Street
Clarkston GA 30021

RE: Shared parking
Letter of Intent

Dear Ms. Qawiy

This is an application for a City Council and Mayor approval of a shared parking concept per section 1108 of the City of Clarkston Code of Ordinances between parcel numbers 18-066-06-002 and 18-066-06-003 owned by Henock Mekonnen. It is our intent to develop a five thousand sq. ft. retail building on parcel 002 and share the parking requirement with parcel 003. I have included the executed shared parking and the cross easement agreements along with the legal descriptions and the proposed site plan containing the shared parking schedule. Please review this Letter of Intent along with the attached documents, and if you need additional information, or have any other questions always contact me again. Thank you.

Have a good day.


R. James Halsema
Architect, NCARB

*Architectural Advocates Inc., 205 Malvern Place, Roswell, Georgia 30076
Tel. (770) 316-9345 Fax (404) 263-0045
jim@architecturaladvocates.com*

AGREEMENT TO PROVIDE SHARED PARKING FOR MULTIPLE USES
ON SEPARATE PARCELS

That YESHI MART INC. (hereinafter the owner of Tract 1 and designated "Burdened Property Owner") and YESHI MART INC. (hereinafter the owner of Tract 2 and designated "Benefited Property Owner") enter into the following AGREEMENT TO PROVIDE SHARED PARKING FOR MULTIPLE USES ON SEPARATE PARCELS (hereinafter "this Agreement") which shall become effective on the date the Agreement is fully executed. This Agreement shall run with the land and shall be binding on the Owner(s) and their heirs, successors, and assigns.

The Burdened Property Owner and the Benefited Property Owner execute this Agreement on behalf of the Owners in the capacity of President and warrant he has authority to execute this Agreement on behalf of each Owner.

The Burdened Property Owner owns a parcel of real property described as: 3874 East Ponce de Leon Avenue, Clarkston, Dekalb County, Georgia, Parcel ID #18 066 06 002 with a legal description as shown on the attached Exhibit "A", said description is incorporated herein by reference.

The Benefited Property Owner owns a parcel of real property described as: 3884 East Ponce de Leon Avenue, Clarkston, Dekalb County, Georgia, Parcel ID #18 066 06 003 with a legal description as shown on the attached Exhibit "B", said description is incorporated herein by reference.

The abovementioned parcels (hereinafter "the subject parcels") are developed with multiple principal uses as defined and regulated by the City of Clarkston Municipal Code.

Whereas, the City of Clarkston requires access to a certain number of parking spaces for businesses;

Whereas, Benefited Property Owner has applied to the City of Clarkston for the construction of retail space of approximately 5000 square feet upon its property;

Whereas, Benefited Property Owner has developed a site plan (the "Site Plan") regarding designated parking spaces, shared parking spaces, times for use of shared parking spaces, and an easement of ingress and egress (a copy of said Site Plan is attached hereto as Exhibit "C" and incorporated herein by reference);

Whereas, the parties are desirous of entering into this Agreement to provide and meet the standards of the City of Clarkston regarding parking spaces;

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good consideration, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. Definitions.

- a. *Benefited Property* means the property upon which the required Parking Spaces are needed, as described in Exhibit B.
- b. *Benefited Property Owner* means the owner of the Benefited Property.
- c. *Burdened Property* means the property upon which the Parking Spaces will be located, as described in Exhibit A.
- d. *Burdened Property Owner* means the owner of the Burdened Property.
- e. *Parking Spaces* means the number of spaces of Required Parking provided at the Burdened Property.

2. Required Parking Spaces. The Burdened Property Owner will provide Parking Spaces for the Benefited Property Owner in the number, location and for such time periods as set forth in the Site Plan. The Burdened Property Owner acknowledges and agrees that the Parking Spaces shall not be included in determining the number of parking spaces required for the land uses that are existing on the Burdened Property; provided that nothing in this Agreement prohibits the sharing of parking spaces on the Burdened Property.

3. Specific Conditions. Any certificate of occupancy that is issued for the Benefited Property, temporary or otherwise, is subject to the continued availability of the Parking Spaces for use by the Benefited Property Owner at the Burdened Property. The Burdened Property Owner shall continue to provide the Parking Spaces for the benefit of the Benefited Property, until Perpetuity or until this Agreement is terminated, in writing, by both parties, whichever event first occurs.

4. Easement of Ingress and Egress. Contemporaneously with the execution of this Agreement, the Burdened Property Owner shall grant to the Benefited Property Owner an easement of ingress and egress.

5. Waiver of Defects. In executing this Agreement, the Benefited Property Owner and the Burdened Property Owner waive all objections they may have concerning defects, if any, in the formalities related to the execution of this Agreement, or concerning the power of the City of Clarkston to impose conditions on the Benefited Property Owner or the Burdened Property Owner, as set forth herein, and concerning the procedure, substance and form of the motions or resolutions approving this Agreement.

6. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

7. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

9. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

10. Governing Law. The laws of the State of Georgia shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Dekalb County, Georgia.

WHEREFORE, the parties hereto have executed this Agreement on the 11th day of January, 2021.

BURDENED PROPERTY OWNER
YESHI MART INC.

Henoek
BY: HENOCK MEKONNEN
Its: CEO

Emehit Amey
Attest:

BENEFITED PROPERTY OWNER
YESHI MART INC.

Henoek
BY: HENOCK MEKONNEN
Its: CEO

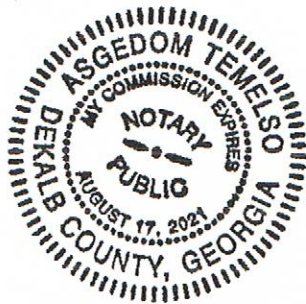
Emehit Amey
Attest:

ASGEDOM TEMELSO

Unofficial Witness as to both parties

Sworn to and subscribed before me,
this 11th day of January, 2021.

Asgedom Temelso
Notary Public as to both parties



Randall S. Rolader
132A Hurricane Shoals Road
Lawrenceville, GA 30046
770-338-7596
Parcel ID No. 18 066 06 002

NONEXCLUSIVE EASEMENT FOR ACCESS TO PROPERTY

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, YESHI MART INC., a Georgia corporation, ("Grantor") hereby grants and convey to YESHI MART INC., a Georgia corporation, ("Grantee"), its successors and assigns, a perpetual, non-exclusive right of way and easement ("Easement") for an entrance across the boundary of Grantor's land with East Ponce de Leon Avenue as shown as "Driveway" on the attached Exhibit "C", said diagram incorporated herein by reference. Said "driveway" and access of entrance shall be for a maximum width of fourteen (14) feet of the property described on the attached Exhibit "A" hereto and incorporated herein by reference (the "Property").

1. **Grant.** The easement granted hereby shall be for ingress and egress to, from, upon and over the Property described to provide access to real property known as 3884 Ponce de Leon Avenue, Clarkston, Dekalb County, Georgia owned by Grantee and for said Grantee, itself, its customers and its invitees to have access from Ponce de Leon Avenue to the parking spaces and the entrance of the proposed retail space of Grantee.

2. **Streets.** The Grantee **may not** construct a permanent street or road on the Property and may only use the easement as an access to Grantee's property in the same manner and condition as currently exists between the two properties.

3. **Improvement.** If the easement needs any maintenance, Grantee shall bear any such costs.

4. **Waiver of Damages.** Grantee accepts this Easement upon the express condition that it waives for itself, its heirs and assigns all rights to any future compensation or claim to damages on account of any condemnation or eminent domain proceedings by any governing agency. Further, Grantee waives any claim for damages against Grantor for the use of the

Easement and agrees to indemnify and hold harmless Grantor from any such claims.

5. Termination. This Easement shall be terminated at any time by an instrument executed for such purpose and signed by the parties.

6. Amendment. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Property and the Easement.

7. This Easement shall be binding upon and inure to the benefit of the parties successors and assigns, heirs, beneficiaries and personal representatives.

8. Governing. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

SIGNED on this the 11th day of January, 2021.

GRANTOR
YESHI MART INC.

Henoek
BY: HENOCK MEKONNEN
Its: CEO
Eneht Anly
Attest:

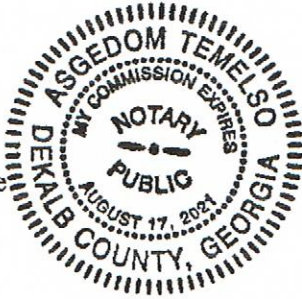
GRANTEE
YESHI MART INC.

Henoek
BY: HENOCK MEKONNEN
Its: CEO
Eneht Anly
Attest:

ASGEDOM TEMELSD
Unofficial Witness to Grantor and Grantee

Sworn to and subscribed before me,
this 11th day of January, 2021.

Asgedom Temelsd
Notary Public as to Grantor and Grantee



DEED BOOK 25470 Pg 591

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 66 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, START AT AN IRON PIN ON THE NORTHERN LINE OF THE RIGHT-OF-WAY OF EAST PONCE DE LEON AVENUE AT ITS INTERSECTION WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE LIMITED ACCESS HIGHWAY KNOWN AS I-285 (WHICH PIN IS 64.7 FEET NORTH FROM THE SURVEY CENTER LINE OF EAST PONCE DE LEON AVENUE);

AND RUNNING THENCE, NORTH 77 DEGREES 00 MINUTES EAST 27.9 FEET TO THE POINT AT HIGHWAY STATION NO. 28, PLUS 00 MARKING THE END OF THE LIMITED OF ACCESS TO SAID HIGHWAY I-285, WHICH IS THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED, AND FROM SAID POINT OF BEGINNING THUS ESTABLISHED, RUN NORTH 77 DEGREES 00 MINUTES EAST, ALONG THE NORTHERN LINE OF THE RIGHT-OF-WAY OF EAST PONE DE LEON AVENUE 175 FEET;

THENCE, NORTHERLY ALONG A LINE FORMING AN INTERIOR PIN ANGLE OF 90 DEGREES WITH THE LINE LAST RUN, A DISTANCE OF 200 FEET TO AN IRON PIN;

THENCE, WESTERLY ALONG LINE FORMING AN INTERIOR ANGLE OF 90 DEGREES WITH THE LINE LAST RUN 214.2 FEET TO AN IRON PIN ON THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE ABOVE-MENTIONED LIMITED ACCESS HIGHWAY KNOWN AS I-285;

THENCE, SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND FORMING AN INTERIOR ANGLE OF 92 DEGREES 32 MINUTES WITH THE LINE LAST RUN 181.6 FEET TO AN IRON PIN;

THENCE, SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND FORMING AN INTERIOR ANGLE OF 131 DEGREES 25 MINUTES WITH THE LINE LAST RUN 26.8 FEET TO THE ABOVE-MENTIONED IRON PIN ON THE NORTHERN RIGHT-OF-WAY LINE OF EAST PONCE DE LEON AVENUE;

THENCE, ALONG SAID LINE NORTH 77 DEGREES 00 MINUTES EAST 27.9 FEET TO THE POINT OF BEGINNING, AS SHOWN BY PLAT OF SURVEY FOR TEXACO, INC., MADE BY C.E. RUPPE, REGISTERED LAND SURVEYOR, DATED JUNE 28, 1966, REVISED JULY 13, 1966.

LIMITED WARRANTY DEED

Page 3 of 4

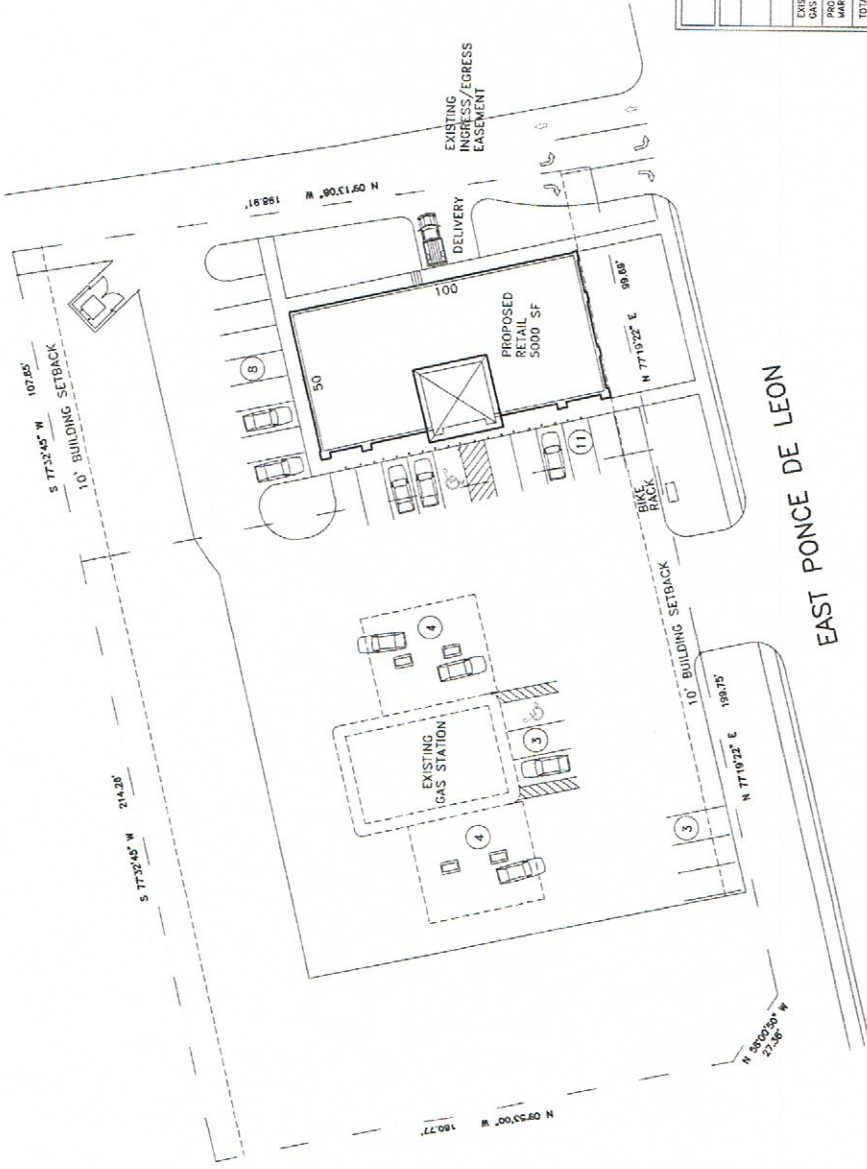
DEED BOOK 25676 Pg 42

EXHIBIT A (S)

All that tract or parcel of land lying and being in Land Lot 66 of the 16th District of DeKalb County, Georgia, more particularly described as follows:

BEGINNING at a point on the northwesterly right-of-way of East Ponce de Leon Avenue, 837.85 feet westerly from the intersection of the northerly right-of-way of East Ponce de Leon Avenue and the westerly right-of-way of Mall Avenue, which point is located at the intersection of the northerly right-of-way of East Ponce de Leon Avenue and the westerly side of a 30 foot easement; thence north 8 degrees 16 minutes 34 seconds west along the westerly right-of-way of said easement 217.77 feet to a point located on the southerly line of property now or formerly known as Hidden Village Apartments; thence south 83 degrees 13 minutes 58 seconds west along the southerly line of said property known as Hidden Village Apartments 108.76 feet to an iron pin found; thence south 19 degrees 35 minutes 9 seconds east 200.7 feet to a point located on the northerly right-of-way of East Ponce de Leon Avenue; thence north 83 degrees 30 minutes east along the northerly right-of-way of East Ponce de Leon Avenue 100.89 feet to a point, at the point of beginning as shown on survey for GOB, Inc. by A. S. Giometti & Assoc., Inc., dated February 4, 1991, which survey is incorporated herein by reference as if fully set forth herein.

EXHIBIT "C"



ZONING NC-1
LOW DENSITY NEIGHBORHOOD DISTRICT

BUILDING SETBACKS	
FRONT SETBACK: 10'	
SIDE SETBACK: 10'	
REAR SETBACK: 10'	

PARKING SCHEDULE

OCCUPANCY	MINIMUM	NO.
EXISTING GAS SERVICE:	2 PER DISPENSER	8
	NO SERVICE BAY	
PROPOSED RETAIL:	1 PER ATTENDANT	1
LESS DELI SPACE	1/250 SQ FT	17
PROPOSED DELI:	1 SPACE / 3 SEATS	5
	1 PER EMPLOYEE	2
TOTAL		33
TOTAL PARKING REQUIRED:	31 @ 220'	2 ACCESSIBLE
TOTAL PARKING PROVIDED: 33		

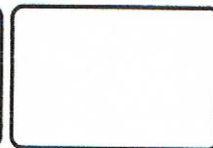
SHARED PARKING SCHEDULE

USE	REQUIRED PARKING	WEEKDAYS		WEEKENDS	
		DAYTIME	EVENINGS	DAYTIME	EVENINGS
EXISTING GAS SERVICE	9	8.5	7.6	9	6.3
PROPOSED MARKET	24	22.8	26.4	24	16.8
TOTAL	33	31.3	28	33	23.1
MINIMUM SHARED PARKING REQUIRED: 33					



QUANTITY CHECK #1
SCALE: 1"=20'
DATE: 9/26/20

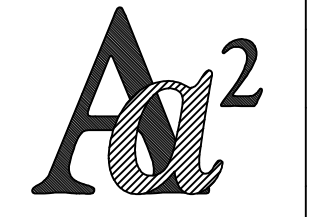
DATE	ISSUE/REVISION	NO.
11/19/20	PAV. SCHEDULES	



YESHI MART
3874 E. PONCE DE LEON
CLARKSTON GA

SP-1
6

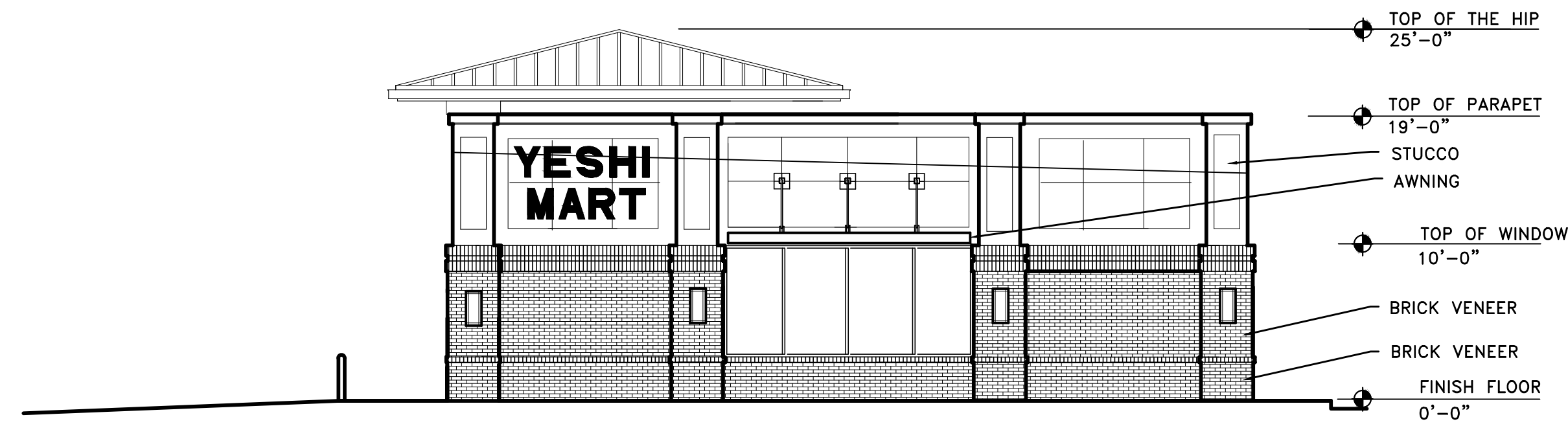
CLARKSTON



ARCHITECTURAL
advocates

205 MALVERN PLACE
Roswell, Ga. 30076
Tel. (770) 316-9345

jim@architecturaladvocates.com



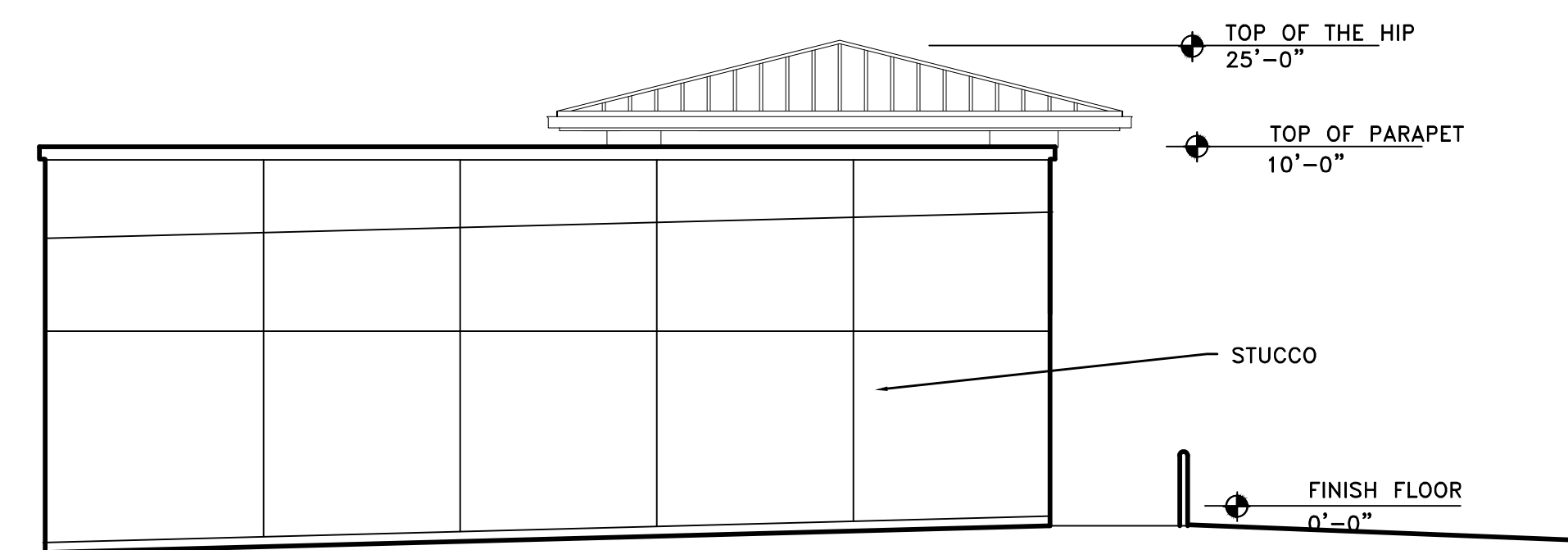
FRONT ELEVATION

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



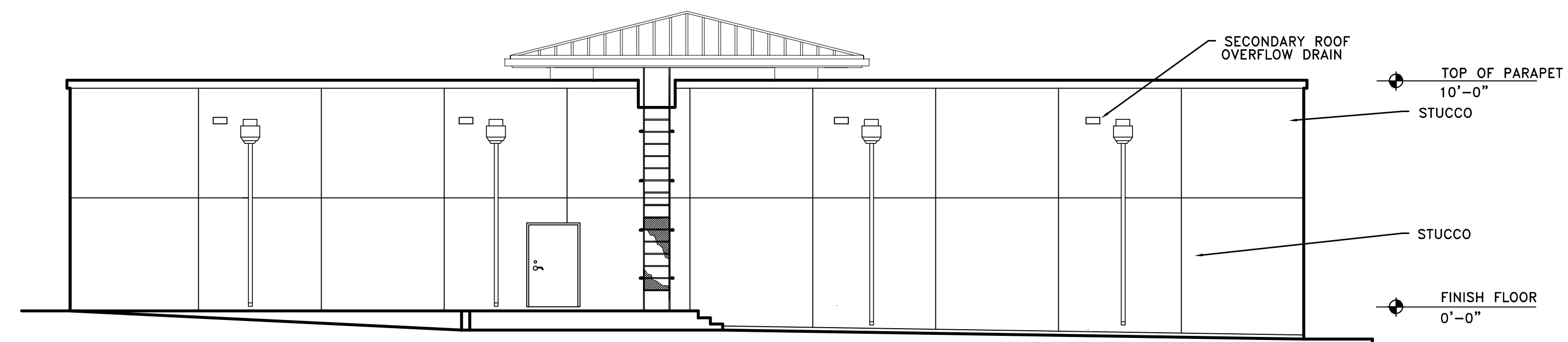
LEFT ELEVATION

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



BACK ELEVATION

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



RIGHT SIDE ELEVATION

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

DRAFTER:

DESIGN CHECK: JH

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

DATE: 9/14/20

DATE ISSUE/REVISION No.

9/24/20 PLAN 3

EXTERIOR ELEVATIONS

YESHI MARKET
3874 EAST PONCE DE LEON
CLARKSTON GA 30021

A-6.1

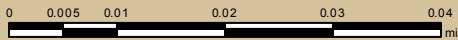
of

CLARKSTON



E. Ponce de Leon Avenue

3874 and 3884 E. Ponce de Leon Avenue 4



Date Printed: 1/17/2021



DeKalb County GIS Disclaimer

The maps and data, contained on DeKalb County's Geographic Information System (GIS) are subject to constant change. While DeKalb County strives to provide accurate and up-to-date information, the information is provided "as is" without warranty, representation or guarantee of any kind as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. DeKalb County explicitly disclaims all representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DeKalb County be liable for any special, indirect, or consequential damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other actions, arising out of or in connection with the use of the maps and/or data herein provided. The maps and data are for illustration purposes only and should not be relied upon for any reason. The maps and data are not suitable for site-specific decision-making nor should it be construed or used as a legal description. The areas depicted by maps and data are approximate, and are not necessarily accurate to surveying or engineering standards.

Sec. 706. - NC-1, low-density neighborhood commercial district.

- (a) *Purpose and intent:* The NC-1 zoning district is intended to provide suitable areas for limited retail and personal services serving residents in the immediate vicinity. Uses located within this district supply those goods and services which require frequent purchasing with a minimum of customer travel. The scope at which properties are developed within the NC-1 district should reflect their relatively small market areas. This zoning district may serve as a step down from more intense commercial uses to residential uses.
- (b) *Permitted uses:*
- (1) Banks and financial institutions.
 - (2) Child care/daycare centers, pre-schools and similar establishments.
 - (3) Eating and drinking establishments, excluding drive-thru/drive-in fast food establishments.
 - (4) Funeral homes (no on-site crematory services).
 - (5) Retail trade: Uses shall have no more than five thousand (5,000) square feet of gross floor area. Appropriate uses include:
 - (a) Art stores/galleries.
 - b. Antique shops.
 - c. Book and video stores (non-adult oriented).
 - d. Camera shops.
 - e. Dry cleaners.
 - f. Florists.
 - g. Drug stores.
 - h. Gift shops.
 - i. Toy stores.
 - j. Pet grooming and supply shops.
 - k. Jewelry stores.
 - l. Sporting goods and hobbies.
 - m. Shoe stores.
 - n. Apparel stores.
 - o. Other similar and customary uses.
 - (6) Non-automotive repair services such as cameras, jewelry, shoes and the like.
 - (7) Professional offices, including medical doctors, dentists, attorneys, chiropractic, veterinary (without boarding), accountants/tax professionals and other similar occupations.
 - (8) Personal service establishments including barber shops, hair salons, nail salons and other similar uses.
 - (9) Multi-family residential dwellings, including condominiums and apartment buildings consisting of at least four (4) individual units.
 - (10) Accessory uses and structures incidental to any legal permitted use, including home occupations (when applicable).
- (c) *Conditional uses:*
- (1) Places of assembly, including religious institutions, provided:

- a. Lighting shall be established in such a way that no direct light shall cast over any property line nor adversely affect neighboring properties.
- b. Any building or structure established in connection with such use must be set back no less than fifty (50) feet from any property line.

(d) Accessory uses:

- (1) All such structures shall be located upon the same lot and to the side or rear of the principal use at least ten (10) feet from side or rear lot lines or within the side-or-rear-yard setback, whichever is greater. In cases of corner lots, the accessory structure may not be closer to any right-of-way than the principal building.
- (2) When an accessory structure is attached to the principal building in any manner, it shall be deemed part of the principal structure and subject to all bulk and area requirements of same.
- (3) Any accessory building in excess of one thousand (1,000) square feet of gross space must be at least ten (10) feet from any property line and shall be architecturally compatible with the principal structure.
- (4) No accessory structure shall be constructed upon a lot before the principal building.
- (5) No accessory structure may exceed the more restrictive of either fifteen (15) feet or the height of the principal building.
- (6) The area of the accessory building's footprint may not exceed fifty (50) percent that of the principal structure.
- (7) Recycling collection/drop off centers.
 - a. No outside storage allowed.
 - b. Container bins and/or donation boxes are limited to rear or side yards and must be located in such a manner as to be screened from view from the public right-of-way. When a business is located on a corner lot, container bins and/or donation boxes must be placed to the rear or interior side of the property such that the location is not visible from the right-of-way of any street.
 - c. A maximum of one (1) container bin/donation box per property is allowed.
 - d. Container bins and/or donation boxes shall not be located within fifty (50) feet of a structure utilized for detached single-family residential purposes.
 - e. Location of container bins and/or donation boxes must be approved by the city manager or his designee.

(e) *Use limitations:*

- (1) All outdoor storage must be located in the rear yard and must be screened by a solid fence or wall no less than six (6) feet in height.
- (2) No uses which emit odors, fumes or continuous loud noise are permitted (including manufacturing processes).
- (3) No kennels are permitted within veterinary clinics.
- (4) Building design and materials may be of the owner's choosing; however, structures which utilize metal siding shall be constructed with brick, stone, rock or wood covering any facade of the building facing a roadway.
- (5) All individual non-residential uses shall not exceed a maximum built floor area of two thousand five hundred (2,500) square feet.

(f) *Bulk and area regulations:*

Floor Area Ratio (FAR) (Residential, Max.)	0.5
Floor Area Ratio (FAR) (Non-Residential, Max.)	0.5
Floor Area Ratio (FAR) (Total, Max.)	1
Min. Residential Unit Size (finished, heated floor are)	700 sq. ft.
Building Coverage (Max, a % of lot area)	80%
Min. Open Space	20%
Max. Building Height	35'
Min. Lot Size	6,000 sq. ft.
Min. Lot Width	50'
Minimum Front Yard Setback	10'
Minimum Side Yard Setback**	None or 8'
Minimum Rear Yard Setback***	10' or 20'**
**Side yard setback must be greatest distance when abutting a single-family residential district	
***Rear yard setback must be of greatest distance when abutting a single-family residential district	

(g) *Buffer requirements:*

- (1) When a use within the NC-1 district directly abuts the NR-1, NR-2 or NR-3 district, a thirty-foot landscaped buffer shall be required.

(h) *Temporary uses:* Temporary uses if approved pursuant to section 313.

(Ord. No. 375, § 8(Attach.), 10-1-13)

Sec. 1108. - Shared or reduced parking standards.

Reduced parking for NR-1, NR-2, and NR-3 districts shall be prohibited. For all other districts, the applicant may request a reduction to or waiver of parking standards based on the following criteria:

- (a) Reduction of parking requirements through a shared parking arrangement may be permissible only through the permission of the mayor and city council provided the arrangement shall avoid conflicting parking demands and provide for safe pedestrian circulation and access.
- (b) A to-scale map indicating location of proposed parking spaces shall be provided.
- (c) A shared parking calculation projection shall be provided that demonstrates that each use will have adequate parking provisions at all times. The process for determining the minimum parking requirements for a mixed-use development or for contiguous properties containing multiple uses is:
 - (1) Determine the minimum number of parking spaces required for each use category from section 1107 of this article.
 - (2) Multiply each parking requirement by the corresponding percentage for each of the time periods shown on the table below.
 - (3) Total the number of parking spaces for each of the time periods (that is, add together all of the numbers in each column).
 - (4) The largest column total is the minimum shared parking requirement for the development or collectively for the contiguous properties.

TABLE: SHARED PARKING SPACE REQUIREMENTS

Use	Weekdays		Weekends	
	Daytime 6 a.m.—5 p.m.	Evening 5 p.m.—1 a.m.	Daytime 6 a.m.—5 p.m.	Evening 5 p.m.—1 a.m.
Residential	80%	100%	80%	100%
Office	100%	10%	20%	5%
Retail	95%	85%	100%	70%
Hotel	60%	100%	60%	100%
Restaurant	75%	100%	60%	100%
Entertainment	50%	85%	70%	100%
Church	50%	50%	100%	60%

- (d) For contiguous properties sharing parking spaces under this provision, cross-easements shall be filed establishing access to the parking spaces in perpetuity.
- (e) A reduction in the number of parking spaces that would otherwise be required for each of the various uses on a multiple-use property must be clearly shown on the development plan. If shared parking is proposed for a combination of contiguous properties, a plan must be submitted covering all of the properties that will be sharing the parking spaces.
- (f) A written agreement among all owners of record shall be provided and held on file with the city clerk. All renewed or terminated leases shall be filed with the city clerk.
- (g) One-half ($\frac{1}{2}$) of the off-street parking spaces required by a use whose peak attendance will be at night or on Sundays may be shared with a use that will be closed at night or on Sundays.

CITY OF CLARKSTON

ITEM NO: G4

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approval

MEETING DATE: February 2, 2021

SUBJECT: Review/Discuss Approval of Request from CORE (Community Organized Relief Effort) for COVID-19 Testing and/or Vaccine Funding.

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: ROBIN I. GOMEZ
PHONE NUMBER: 404-296-6489

PURPOSE:

Discuss the below request from CORE for funding to assist with COVID-19 Testing and Vaccinations.

NEED/IMPACT:

The City of Clarkston provided \$80,000 in CARES Act Funds, to CORE for November and December 2020, COVID-19 testing. The City also provided Ethne Health \$20,000 for COVID-19 testing.

The below represents CORE request transmitted to the City of January 19, 2021:

From: Jonathan Golden [mailto:jonathan.golden@coreresponse.org]

Sent: Tuesday, January 19, 2021 10:41 AM

To: Beverly Burks; Robin Gomez; Oladele, Alawode; Bedane, Sentayehu; sandra.ford@dph.ga.gov

Cc: Margaret Herro; Justin Howell

Subject: Clarkston COVID-19 Operations Continuation

Good morning Dr. Bedane, Dr. Oladele, Dr. Ford, Mr. Gomez and Mayor Burks,

To date, the CORE, IRC, DBOH partnership has allowed us to provide PCR tests for **13,168** members of the Clarkston community over **61** testing days. Given the population of **~12,750** in Clarkston—a community with so many different cultures, beliefs, and languages—we believe this is a great feat that shows the power of partnership.

We have been thankful to have donors, such as the City of Clarkston, who saw the value of this work and were able to provide funding. As stated before, the funding from the City of Clarkston funding expired on 12/15, so CORE committed to providing funding for the operations for all of January, with a demobilization date on 2/1 in the absence of further funding. This was done in hopes that additional funding would be secured.

Unfortunately, as of today we have been unable to access additional funding so plan to proceed with demobilization in 13 days on 2/1.

We feel a strong obligation to continue operations and serve the Clarkston community, both in testing and eventual vaccination. If you all are in agreement for the need for the program to continue, and know of any funding sources and would be willing to advocate for continuation, it would be much appreciated by CORE, IRC, and the people of Clarkston. We would also like to ask for direct funding from the City of Clarkston as well as the Board of Health.

The cost for a fully integrated mobile testing unit will be **\$40,000** per month. This cost reduction is based on us being able to use insurance based testing at the unit, and operational coverage that will come with it. Using DBOH test kits, the cost will be **\$70,000** per month.

We can also convert to a vaccine unit and partner with Ethne Health and Clarkston Community Health Center for volunteer clinicians, at a cost of **\$62,000** per month. Without volunteers, this would be **\$84,000** per month, but we are confident about partnering with Ethne and CCHC.

If you would like to further discuss this, please let me know and we can set up a meeting.

Thank you,
Jonathan

--

Jonathan Golden

Georgia Area Manager

CORE: Community Organized Relief Effort



[\(678\) 431-4206](tel:(678)431-4206)



jonathan.golden@coreresponse.org



<https://www.coreresponse.org/covid19>

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G5

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Proclamation

MEETING DATE: February 2, 2021

SUBJECT: Discussion- Encourage plants options on food menu and all City events

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Awet Eyasu, Jamie
Carroll
PHONE NUMBER: 404-296-6489

PURPOSE:

Council to discuss encouraging plants options on food menu and for all City events.

RECOMMENDATION:

Staff has no recommendations.

Resolution in support of more plant options on food menu
Sponsored by AWET EYASU

WHEREAS, food is a fundamental necessity for survival of human beings.

WHEREAS, plants constitute the bulk of food for sustenance of healthy communities all over the world.

WHEREAS, Clarkston is home to diverse communities who come from over 50 nations and striving to continue their culinary heritage.

WHEREAS, Clarkston is committed to building a welcoming and neighborly community.

WHEREAS, the City of Clarkston has been actively supporting more urban agriculture and community gardens at local parks.

WHEREAS, more vegetarian and plant options also can be good for business by attracting more consumers to businesses.

NOW, THEREFORE, BE IT RESOLVED that the Clarkston City Council strongly encourages residents and food vending businesses to incorporate more plant options on their menu.

NOW, THEREFORE, BE IT FURTHER RESOLVED that all City sponsored events must include more plant and vegetarian options.

SO RESOLVED, this _____ day of _____, 2021.

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

BEVERLY H. BURKS, Mayor

Tracy Ashby, City Clerk

Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G6

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Proclamation

MEETING DATE: February 2, 2021

SUBJECT: Proclamation for Black History Month

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Beverly Burks,
Debra Johnson
PHONE NUMBER: 404-296-6489

PURPOSE:

Council to discuss drafting a proclamation for Black History Month.

RECOMMENDATION:

Staff has no recommendations.

Proclamation

WHEREAS, Black History Month celebrates the achievements of African Americans in the Arts, Civil Rights, Education, Entertainment, Government, History, Law, Literature, Medicine, Military, Music, Politics, Science, Sports, and other endeavors; and

WHEREAS, In 1915, Dr. Carter Godwin Woodson, noted Black scholar and son of former slaves, founded the Association for the Study of Negro Life and History, which was later renamed the Association for the Study of African American Life and History (ASALH); and

WHEREAS, Dr. Woodson initiated Black History Week, February 12, 1926; and for many years, the second week of February, chosen to coincide with the birthdays of Frederick Douglas and Abraham Lincoln, was celebrated by African Americans in the United States, and

WHEREAS, in 1976, as part of the nation’s bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated all over North America; and

WHEREAS, Black History Month seeks to emphasize Black history and its cultural contributions to American life, and is designed to recognize and pay tribute to the many contributions of African Americans to the history, society and culture of the United States of America; and

WHEREAS, Black History Month allows us an opportunity to recognize the heroes of African American history including James West, U.S. inventor of more than 250 patents and Professor at John Hopkins University; Marie M. Daly, the first African-American woman to receive a Ph.D. in chemistry in the U.S., who taught and conducted research regarding foods and diet and their effect on the heart and the circulatory system; and Katherine G. Johnson, one of NASA's human computers who performed the complex calculations that enabled humans to successfully achieve space flight; and

WHEREAS, While the observance of Black History Month calls our Nation’s attention to the continued need to battle racism, social injustice, and to build a society that lives up to its democratic ideals, this year’s celebrations and recognition of Black History Month are especially significant as we reflect on the historically monumental Swearing-In Ceremony of Kamala Harris, our Nation’s first African American Vice President on January 20, 2021.

NOW, THEREFORE, I, Beverly H. Burks, Mayor of the City of Clarkston, Georgia and on behalf of the Clarkston City Council, hereby proclaim the month of February 2021 as

Black History Month

in the City of Clarkston, and the City Council and Staff hereby acknowledge and celebrate the contributions to the City of Clarkston, State of Georgia and United States of America made by African Americans.

SO ORDAINED, this _____ day of _____, 2021.

ATTEST:

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

By _____
Tracy Ashby, City Clerk

Beverly H. Burks, Mayor

Approved as to Form: _____
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: G7

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: February 2, 2021

SUBJECT: Adopt a Resolution to refer to the housing committee to make policy recommendations for affordable housing solutions and develop a process for the housing trust fund.

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Beverly H. Burks,
Debra Johnson
PHONE NUMBER: 404-296-6489

PURPOSE:

Council to discuss adopting a Resolution to refer to the housing committee to make policy recommendations for affordable housing solutions and develop a process for the housing trust fund.

RECOMMENDATION:

Staff has no recommendations.

**RESOLUTION TO REFER STUDY OF DESIGNATED ISSUES TO DESIGNATED
STANDING ADVISORY COMMITTEE**

SPONSORED BY: Beverly H. Burks and Debra Johnson

WHEREAS, the City Council understands that it is desirable to conduct periodic reviews of the of various issues that affect the Clarkston Community; and

WHEREAS, the Clarkston City Council is desirous of engaging members of the public in the process of formulating and studying policy recommendations that will benefit the community; and

WHEREAS, the Clarkston City Council has established the Standing Advisory Committees to conduct these reviews and make recommendation to the full Council.

NOW, THEREFORE, BE IT RESOLVED that the Clarkston City Council would like to consider referring the following item to the designated Standing Advisory Committee:

- To make policy recommendations for affordable housing solutions and develop a process for the housing trust fund - Housing & Infrastructure

SO RESOLVED, this __ day of _____, 20____

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Beverly H. Burks, Mayor

ATTEST:

Tracy Ashby
City Clerk