CITY OF CLARKSTON
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3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021
(404) 296-6489 ♦WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks
Councilmembers:
Debra Johnson-Vice Mayor *Jamie Carroll*
Sharifa Adde *Susan Hood*
Yterenickia Bell *Mark Perkins*
ChaQuias Miller-Thornton, City Manager

CITY COUNCIL MEETING AGENDA

THURSDAY, AUGUST 7, 2025 - 7:00PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATION/ ADMINISTRATIVE BUSINESS**
   - **A.** Employee of the Month Recognition – July 2025
   - **B.** Business of the Month Recognition – July 2025
   - **C.** Downtown Development Authority Quarterly Update
   - **D.** To approve the following meeting minutes:
     1. 7/1/2025 – City Council Meeting
     2. 7/14/2025 – Special Called City Council Meeting
     3. 7/29/2025 – City Council Work Session

4. **REPORTS**
   - **A.** City Manager's Report
   - **B.** City Attorney's Report
   - **C.** Council Remarks
   - **D.** Mayor's Report

5. **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.

6. **OLD BUSINESS**

7. **CONSENT AGENDA**
   - **A.** To defer an ordinance to amend the Clarkston Zoning Ordinance to add definitions and use regulations for child day care, adult day care, convenient stores, grocery stores, fitness centers, and small food retail to the August 26th Work Session.
   - **B.** To approve an ordinance to amend the Clarkston Zoning Ordinance to require a mix of land uses within projects in the Town Center (TC) zoning district for parcels over one (1) acre in size.
   - **C.** To approve a resolution establishing a Vision Zero policy to work towards zero traffic deaths and zero severe injuries.
   - **D.** To defer the initial proposal of a Traffic Calming Policy to the August 26th Work Session.

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8. **NEW BUSINESS**

A. To consider for approval a resolution awarding a professional consultant services agreement to the most responsive and responsible bidder, AtkinsRealis Usa, Inc. for concept design services for the "Phase I Greenway Trail" Project in the amount of $499,810.55 to be funded out of SPLOST II.

B. Public Hearing - To receive comments from the public regarding a resolution to amend CUP 19-02 zoning conditions for 1352 Brockett Road, applicant: Abdulkadir Dine.

C. To consider a resolution to amend CUP 19-02 zoning conditions for 1352 Brockett Road, applicant: Abdulkadir Dine.

D. Public Hearing - To receive comments from the public regarding a request for a Clemsil Overlay development approval for a single-family home at 3637 Lincoln Street (1212 Patricia Davis Drive), applicant: Ben Darmer.

E. To consider a request for a Clemsil Overlay development approval for a single-family home at 3637 Lincoln Street (1212 Patricia Davis Drive), applicant: Ben Darmer.

F. Public Hearing - To receive comments from the public regarding a request for variances from Section 305 to reduce minimum lot widths and Sec. 540(a) to not require a 5' sidewalk at 911, 917, 929, and 935 Mell Avenue, applicant: Megha Joshi – Altair Homes ATL, LLC.

G. To consider a request for variances from Section 305 to reduce minimum lot widths and Sec. 540(a) to not require a 5' sidewalk at 911, 917, 929, and 935 Mell Avenue, applicant: Megha Joshi – Altair Homes ATL, LLC.

H. To consider an application to transfer the alcohol license for 4556 E. Ponce De Leon Ave., Ste. A, Clarkston, GA 30021to Dillyet, LLC d/b/a 76 Food Mart.

I. To consider an ordinance to amend Chapter 3 of the City Code concerning alcohol to remove outdated references to the city zoning ordinance; to reduce the proximity restrictions applicable to businesses involved in the retail sale of beer, malt beverages, wine, or distilled spirits for consumption on the premises; and for other purposes.

J. To table the Affordable Housing Assistance Program discussion pending the Atlanta Regional Commission (ARC) Housing Study report.

9. **ADJOURNMENT**

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

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

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_R_zN3TEYRdKLNPHd_c4pDQ

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

CITY OF CLARKSTON

ITEM NO: 3A

CITY COUNCIL WORK SESSION/ COUNCIL MEETING

MEETING TYPE:
Regular Session

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Presentation

MEETING DATE: August 7, 2025

SUBJECT: Employee of the Month – July 2025

DEPARTMENT: CITY ADMINISTRATION

ATTACHMENT: ☒YES ☐NO
PAGES:

PUBLIC HEARING: ☐YES ☒ NO

PRESENTER CONTACT INFO: Dr. Dwight L. Baker
PHONE NUMBER: 404.824.8135

PURPOSE:
To recognize and reward exceptional employee performance, fostering a culture of appreciation and motivation.

NEED/IMPACT:
- Highlighting outstanding contributions enhances employee morale and engagement.
- Celebrating achievements promotes a positive work environment and inspires others to excel.

RECOMMENDATION:
Announce the Employee of the Month during monthly Council meetings and through internal communications to ensure recognition is well-publicized.

The Employee of the Month will:
- Receive a $50 gift card.
- Be featured in internal and social media communications.
- Designated Parking Space in Front of City Hall
- Become eligible for nomination as the Employee of the Year.

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CITY COUNCIL

ITEM NO: 3B

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
City Council

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Presentation

MEETING DATE: August 7, 2025

SUBJECT: Business of the Month – July 2025

DEPARTMENT: Community Development

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ■NO
PAGES: N/A

PRESENTER CONTACT INFO: Jacob Bouie
PHONE NUMBER: (470) 292-9569

PURPOSE: To recognize and celebrate outstanding local businesses that contribute to the vitality, growth, and community spirit of the City of Clarkston.

NEED/ IMPACT:

- Recognizing businesses encourages continued excellence and innovation among the local business community.
- Celebrating entrepreneurial contributions strengthens city pride and encourages greater civic and economic engagement.

RECOMMENDATION: Announce the Business of the Month during monthly City Council meetings and promote the recognition through City communication channels to increase visibility and engagement.
The Business of the Month will:

- Receive a certificate of recognition.
- Be highlighted on the City's website and social media platforms.
- Be eligible for nomination as the Business of the Year.

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CITY COUNCIL

ITEM NO: 3C

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Regular Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Presentation

MEETING DATE: August 7, 2025

SUBJECT: Clarkston Downtown Development Authority Quarterly Update

DEPARTMENT: Clarkston Downtown Development

PUBLIC HEARING: ☐YES ☐NO

ATTACHMENT: ■YES ☐NO
PAGES:

PRESENTER CONTACT INFO: Johnny Garcia
PHONE NUMBER: (404) 822-4452

PURPOSE: Review/Discuss the quarterly update presented by the Chairman of the Downtown Development Authority regarding recent activities, accomplishments, and upcoming initiatives.

NEED/ IMPACT:

- Providing quarterly updates reinforces transparency and strengthens the working relationship between the Downtown Development Authority and City Council.
- Sharing recent accomplishments and upcoming priorities ensures alignment on goals and promotes informed decision-making for future development.

RECOMMENDATION: Receive and acknowledge the Downtown Development Authority Chairman's quarterly update. City Council is encouraged to provide feedback, ask clarifying questions, and offer guidance on priorities that support continued collaboration and alignment between the Downtown Development Authority and the City's strategic goals.

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City Owned Property within Downtown Development Authority Boundary

3921 Church Street – Old Police Department

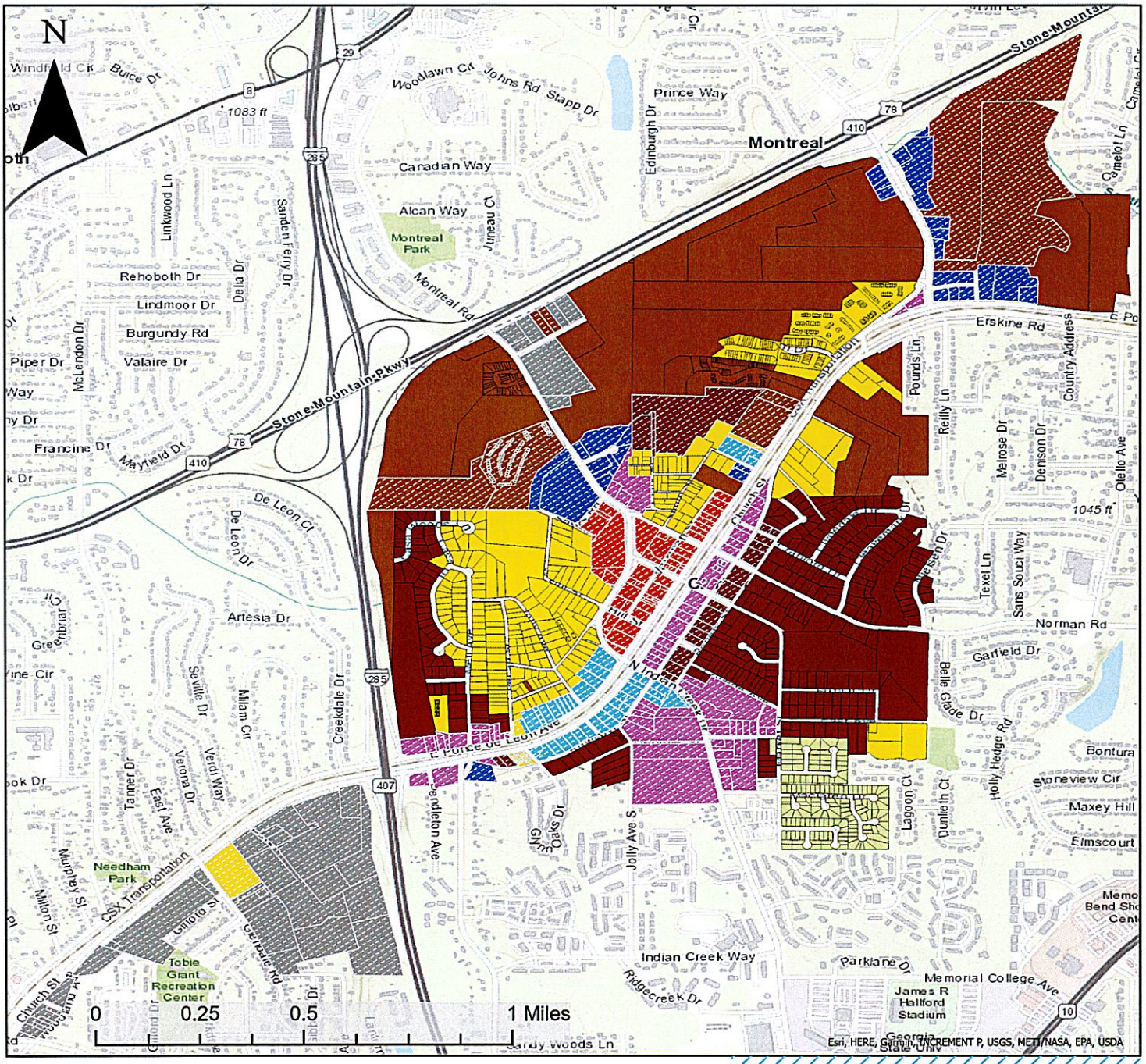
3520 Montreal Creek Ct – Vacant

4380 E Ponce – Friendship Park

1050 Vaughan – Vacant

1055 Rowland – City Hall Annex

3913 Church Street – Women's Club



Zoning Designations

NR-1	NR-CD	NC-2	N/A
NR-2	RC	I	
NR-3	NC-1	TC	

Downtown Development Authority District

DDA Parcels

This map expresses DDA parcels by overlaying dashed grey lines on the zoning designation colors.

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

3011 Sutton Gate Drive
Suite 130
Suwanee, GA 30024

www.cplteam.com

DATE:	29 Jan 2025
DRAWN:	ZL
CHECKED:	RE
SCALE:	1:22,000 USFT
PN:	R24.16965.00

Downtown Development Authority
DDA Boundary and Zoning

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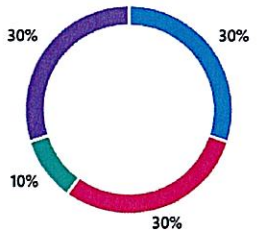
Fig. A

Responses Overview Active

Responses	Average Time	Duration
10	19:02	169 Days

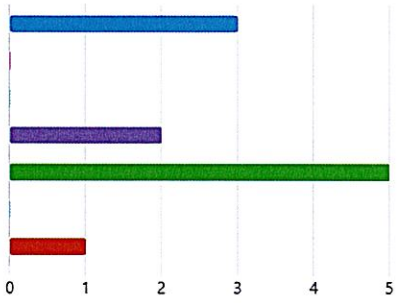
1. How long have you operated your business in Downtown Clarkston?

Less than 1 year	3
1-3 years	3
4-7 years	1
8+ years	3



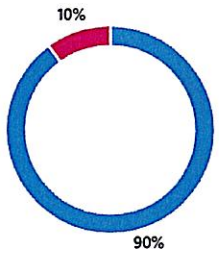
2. What type of business do you operate? *(Check all that apply)*

Retail	3
Restaurant / Cafe	0
Service (e.g., salon, repair shop)	0
Office-based business	2
Nonprofit Organization	5
Creative / Arts - related	0
Other	1



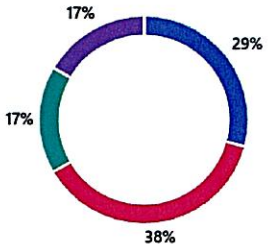
3. How many employees (including yourself) does your business have in Downtown Clarkston?

1-5	9
6-10	1
11-20	0
21+	0



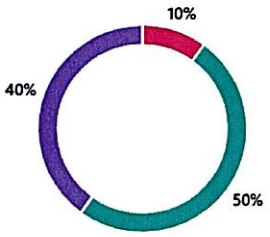
4. **Does your business have any of the following plans in place?** *(Check all that apply)*

Marketing plan	7
Operating plan	9
Advertising plan	4
Product Strategy	4
None of the above	0



5. **. How would you rate the overall business environment in Downtown Clarkston?**

Excellent	0
Good	1
Fair	5
Poor	4



6. **What are the biggest advantages of being a business owner in Downtown Clarkston?**

10
Responses

Latest Responses
"non-profit community"
"grate avantage"
"Diverse population. Cooperative City Management."
• • •

3 respondents (30%) answered diverse for this question.

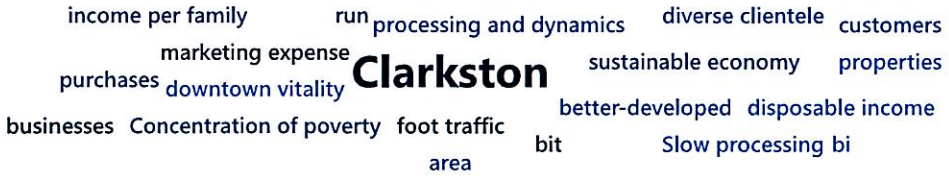


7. **What are the biggest disadvantages or challenges of being a business owner in Downtown Clarkston?**

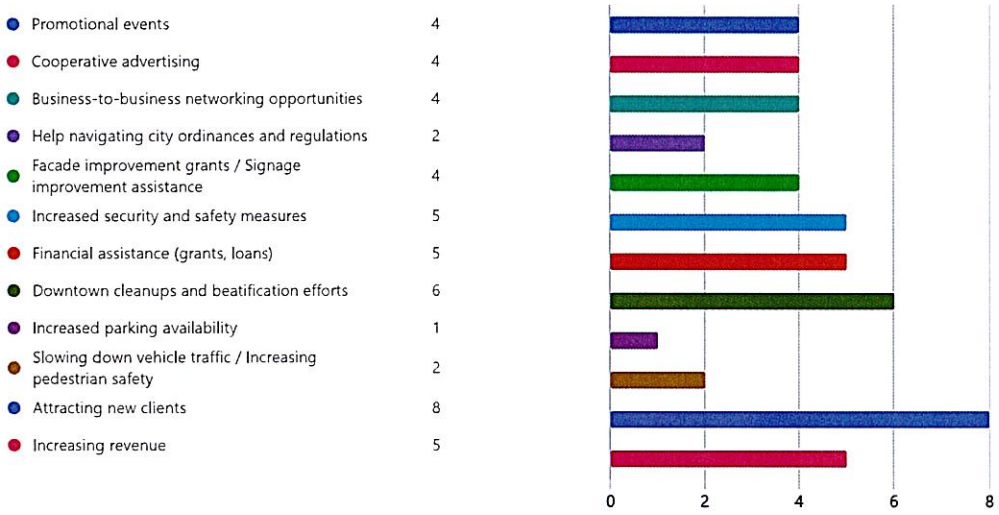
10
Responses

Latest Responses
"downtown vitality"
"bi"
"Less disposable income per family, to spend on purchases. More marketing expe... "
• • •

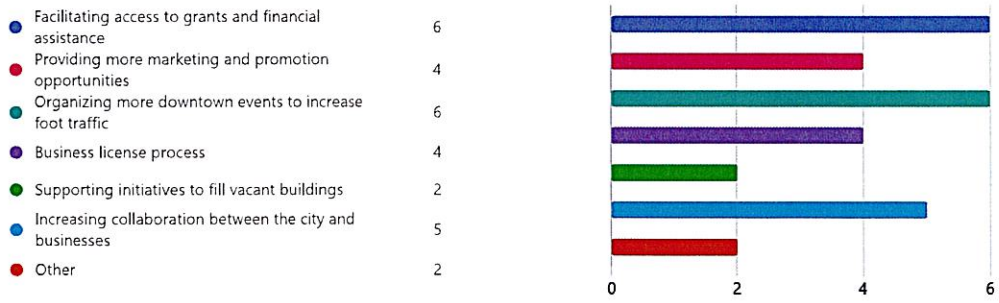
2 respondents (20%) answered Clarkston for this question.



8. **What specific services, resources, or programs would help strengthen your business?** *(Check all that apply)*

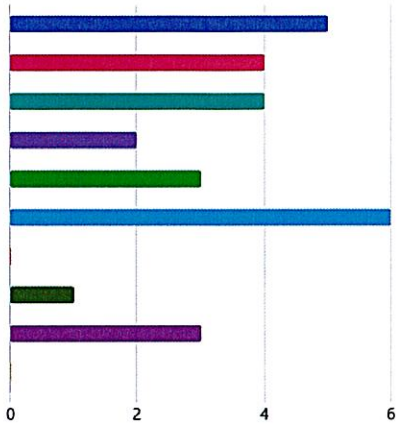


9. **How can the Clarkston DDA better support your business?** *(Check all that apply)*



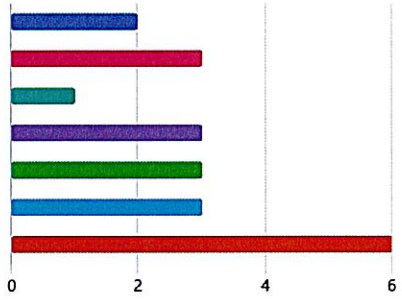
10. **What types of training or seminars would you be interested in attending?** *(Check all that apply)*

Social media marketing	5
Business incentives and financing options	4
Grant application assistance	4
Understanding city ordinances and permitting processes	2
Retail best practices	3
Marketing & advertising strategies	6
Employee recruitment and retention strategies	0
Financial literacy (e.g., budgeting, bookkeeping)	1
Opening a business in Clarkston	3
Other	0



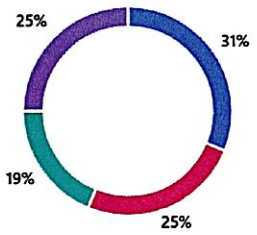
11. **What day(s) of the week work best for attending workshops or training sessions?** *(Check all that apply)*

Sunday	2
Monday	3
Tuesday	1
Wednesday	3
Thursday	3
Friday	3
Saturday	6



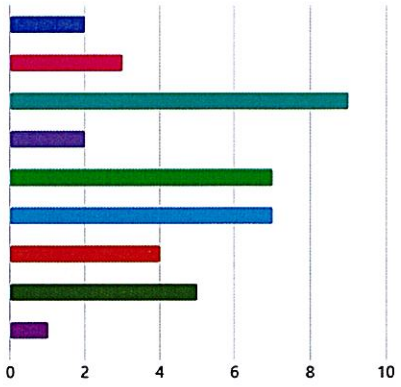
12. **What time of day works best for attending workshops?** *(Check all that apply)*

Mornings	5
Afternoons	4
Evenings	3
Virtually	4



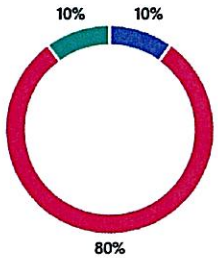
13. **What types of new businesses would you like to see in Downtown Clarkston?** *(Check all that apply)*

Coffee Shops	2
Specialty retail stores	3
Restaurants (casual / fine dining)	9
Grocery / Produce markets	2
Entertainment venues (e.g., theaters, live music spaces)	7
Art galleries or creative spaces	7
Health food stores	4
Co-working spaces	5
Other	1



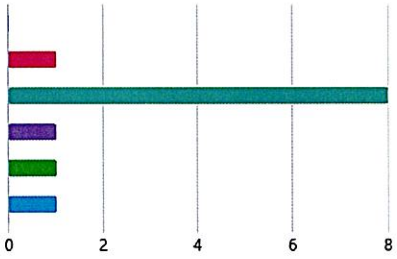
14. **Do you know anyone who owns a business elsewhere who may be interested in opening a second location or relocating to Dow ntown Clarkston?**

Yes (If yes, provide contact information)	1
No	8
Other	1



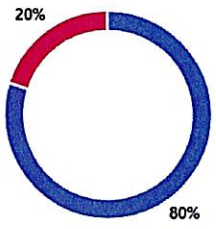
15. **How would you rate the process of opening your business in Downtown Clarkston (e.g., permits, inspections, approvals)?**

Very simple (explain)	0
Simple (explain)	1
Neutral (explain)	8
Complicated (explain)	1
Very complicated (explain)	1
Other	1



16. **Do you feel the current permitting process (application, fees) is fair and transparent?**

Yes	8
No	2



17. **What were the top 5 challenges you faced when opening or operating your business in Downtown Clarkston?**

10
Responses

Latest Responses
"downtown vitality"
"n"
"Lengthy procedures at County level"
...

2 respondents (20%) answered foot traffic for this question.



18. **What do you see as the biggest opportunity for Downtown Clarkston in the next 3–5 years?**

10
Responses

Latest Responses
"renovated downtown"
"Launch a seasonal street fair series to increase foot traffic. Host international food..."
"Business Growth"
...

4 respondents (40%) answered business for this question.



19. **Please provide any additional feedback or suggestions on how the DDA can improve the downtown business environment.**

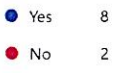
10
Responses

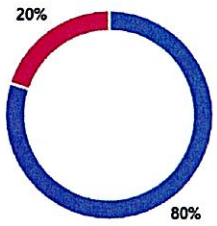
Latest Responses
"downtown revitalization is crucial"
"good"
"More market places and upgrading the community lifestyle"
• • •

2 respondents (20%) answered businesses for this question.

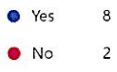


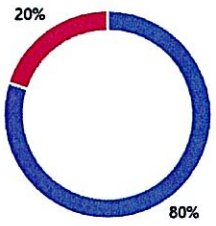
20. **Would you like to be more involved with the Clarkston Downtown Development Authority (DDA)?**





21. **Would you like to receive updates on downtown initiatives, events, and grant opportunities?**





22. Please provide the information below.

5
Responses

Latest Responses

".Please provide the information below. Name, Business Name, Phone Number, E... "

1 respondents (20%) answered Doris Mukangu for this question.



Clarkston Downtown Revitalization Study



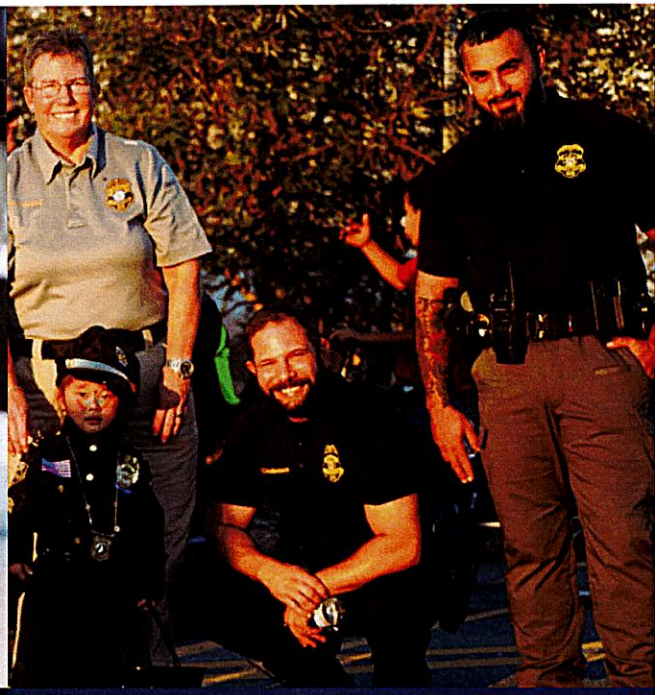
CITY OF CLARKSTON

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MACAULEY

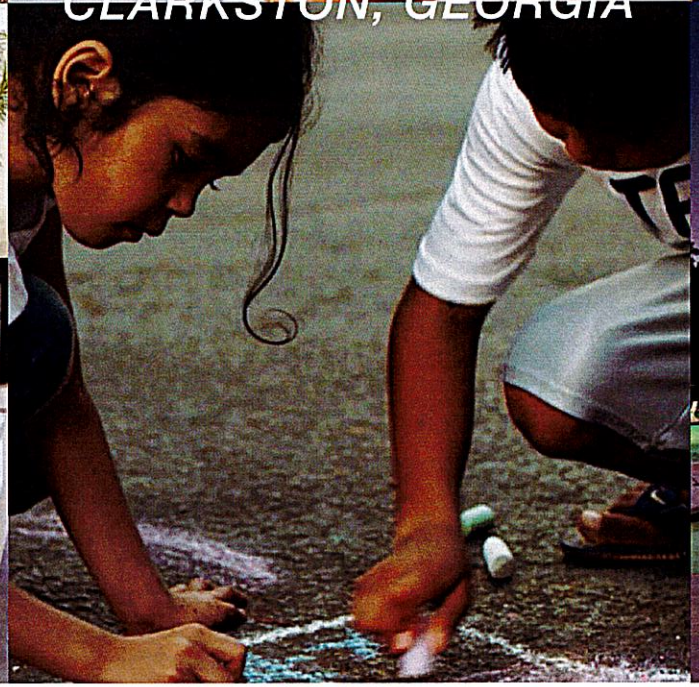


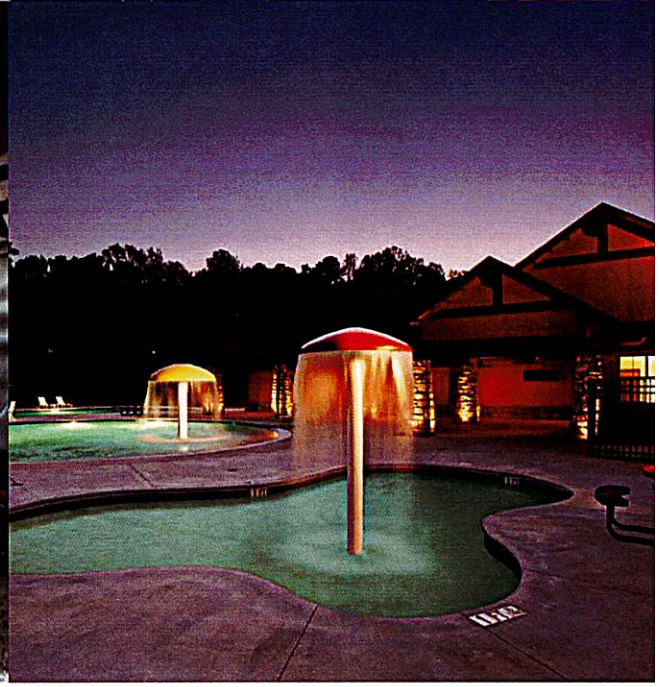




CLARKSTON, GEORGIA







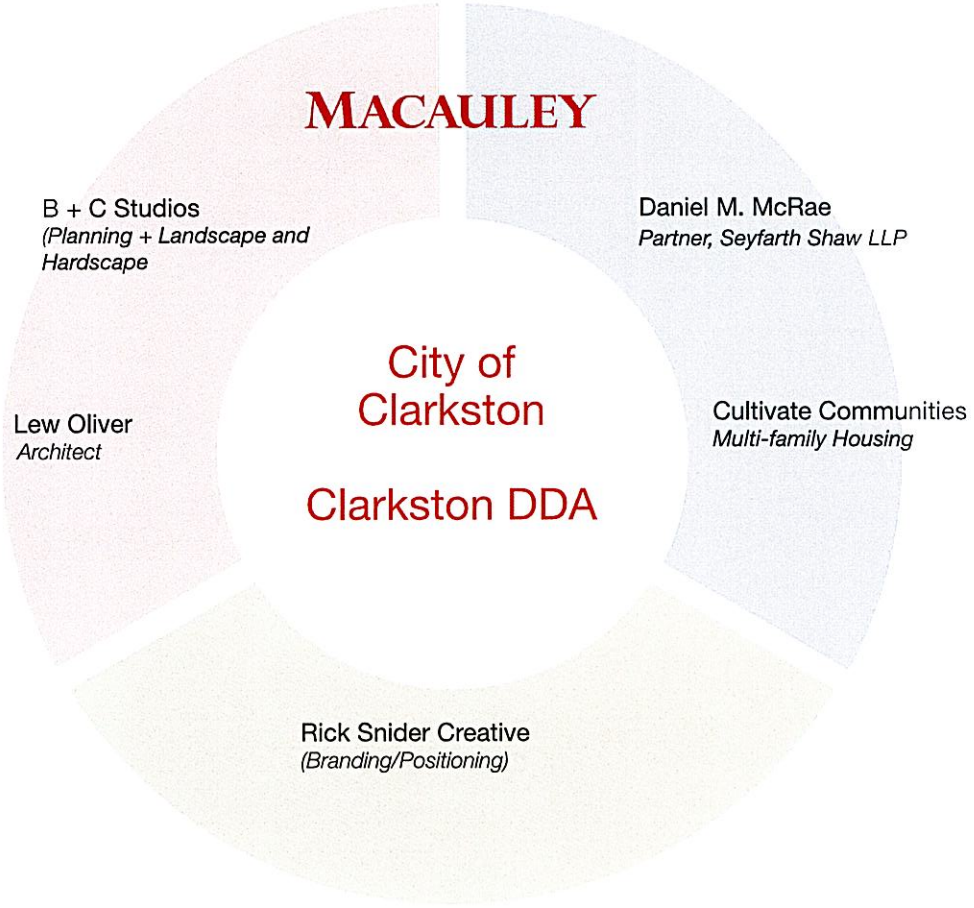
Clarkston Downtown Revitalization Study

MAYOR:
Beverly H. Burks

THE CITY COUNCIL:
Debra Johnson
Vice-Mayor
Jamie Carroll
Mark Perkins
Sharifa Adde
Susan Hood
Yterenickia S. Bell

DOWNTOWN DEVELOPMENT AUTHORITY (DDA):
Johnny Garcia - Chairperson
Rezwan Shareef Ahmad - Vice chairperson
Beverly Burks
Adria Marshall - Secretary
John Gagne
Nebiyu Ermiyas - Treasurer
Akber Lassi

CLARKSTON STAFF:
Jacob Bouie - Economic Development Coordinator
Richard Edwards - Planning and Economic Development Director



Clarkston Downtown Revitalization Study

VISION STATEMENT

CONCEPT

  CONCEPTIONAL SITE PLAN

USES

STRATEGIES

TIMELINE

ACTION

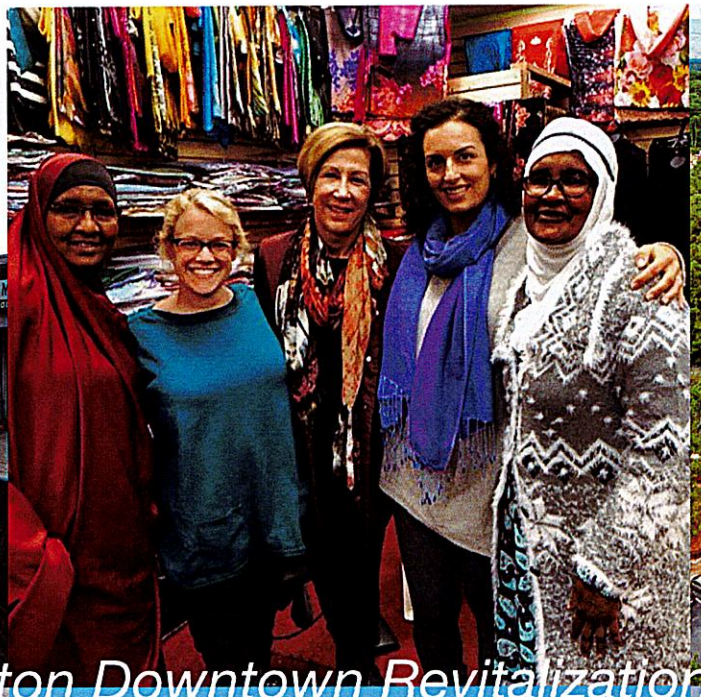

Clarkst
Baptist
Gentle dental
Clarkston Police
Department

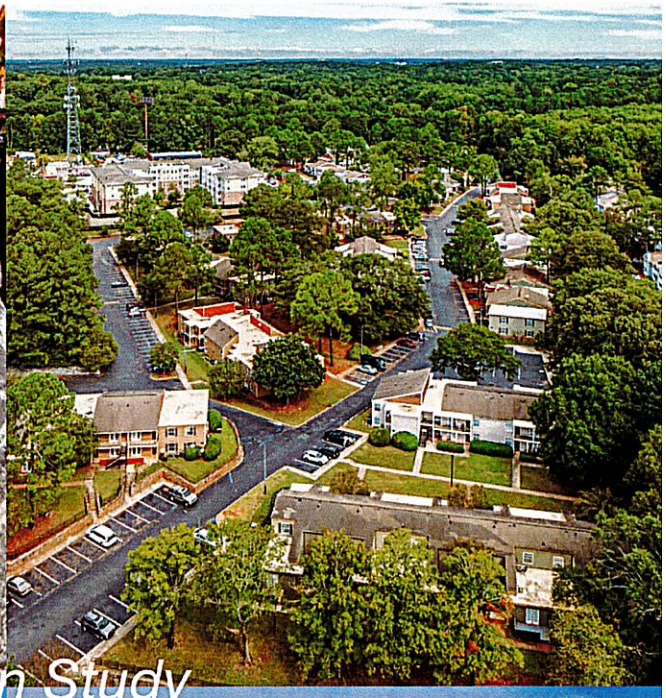





Southern Seafood
Oaks at Tucker
Alcan Way
Della Dr
Five Oaks Apartments
Juneau Ct
Makeup With Justin Inc
South Fork Peachtree Creek
Brockett Pub House & Grill
Rehoboth Dr
Lindmoor Dr
Valaire Dr
LINDMOOR WOODS
McLendon Dr
285
78
Church St
CLARKSTON, GEORGIA
Williams St
Francine Dr
Decatur flower field
SouthEast BNB
Northlake Veterinary Surgery
Melrose Dr
Deleon Ct
Deleon Dr
Creekdale Dr
Clydedale Dr
Cleavemark Dr
Texel Ln
Sans Souci Way
Clarkston
Norman Rd
W Hill St
Mell Ave
Gaes Dr
Church St
Rowland St
Rogers St
Belle Glade Dr
Seville Dr
Creekdale Dr
Jolly Ave
Pecan St
Dollar General
Fresh Produce For Less at DG
Poplar Dr
East Ave
Debelle St
E Ponce de Leon Ave
Tanner Dr
Verona Dr
Milam Cir
CubeSmart Self Storage
Need Storage Space?
Holly Hedge Rd
Willow Branch Apartments
Kristopher Woods Apartments
Fresh Harvest
N Indian Creek Dr
Nam Dae Mun Farmers Market
Project Workshop
Indian Creek Elementary School
Lucas Temple True Church-God
Indian Creek Way

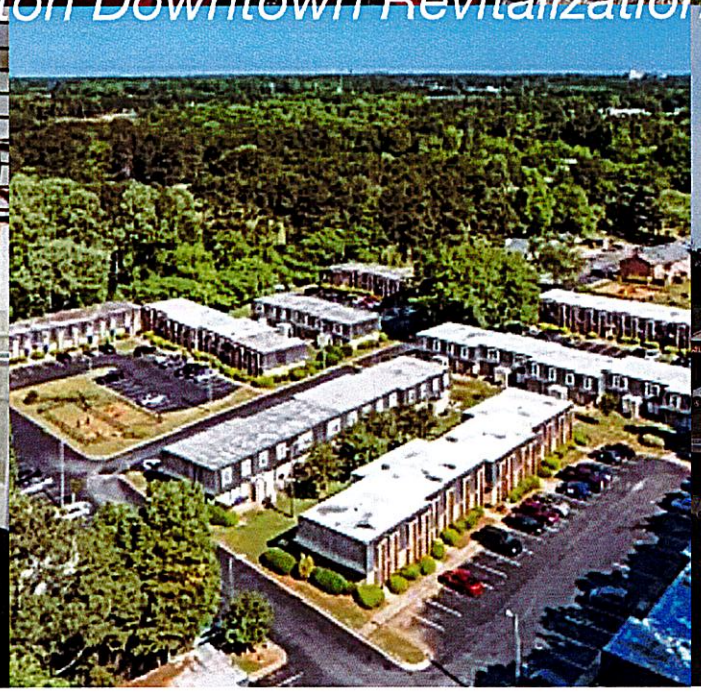


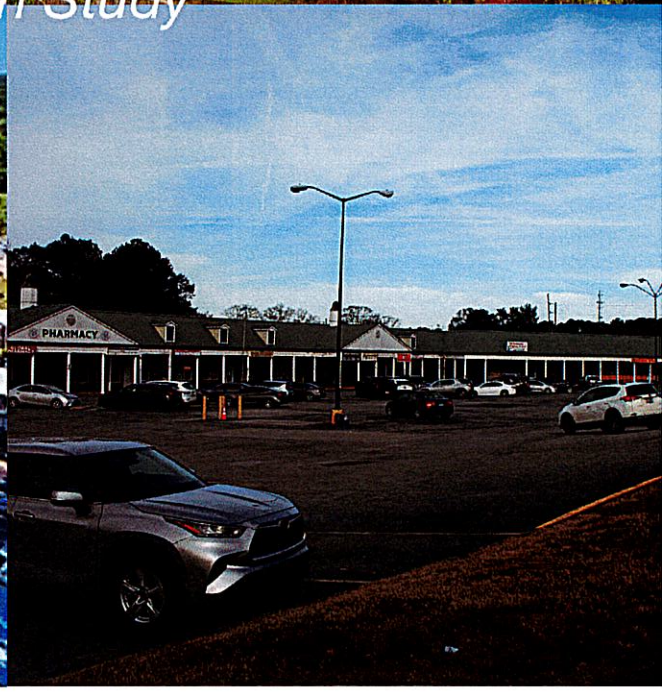


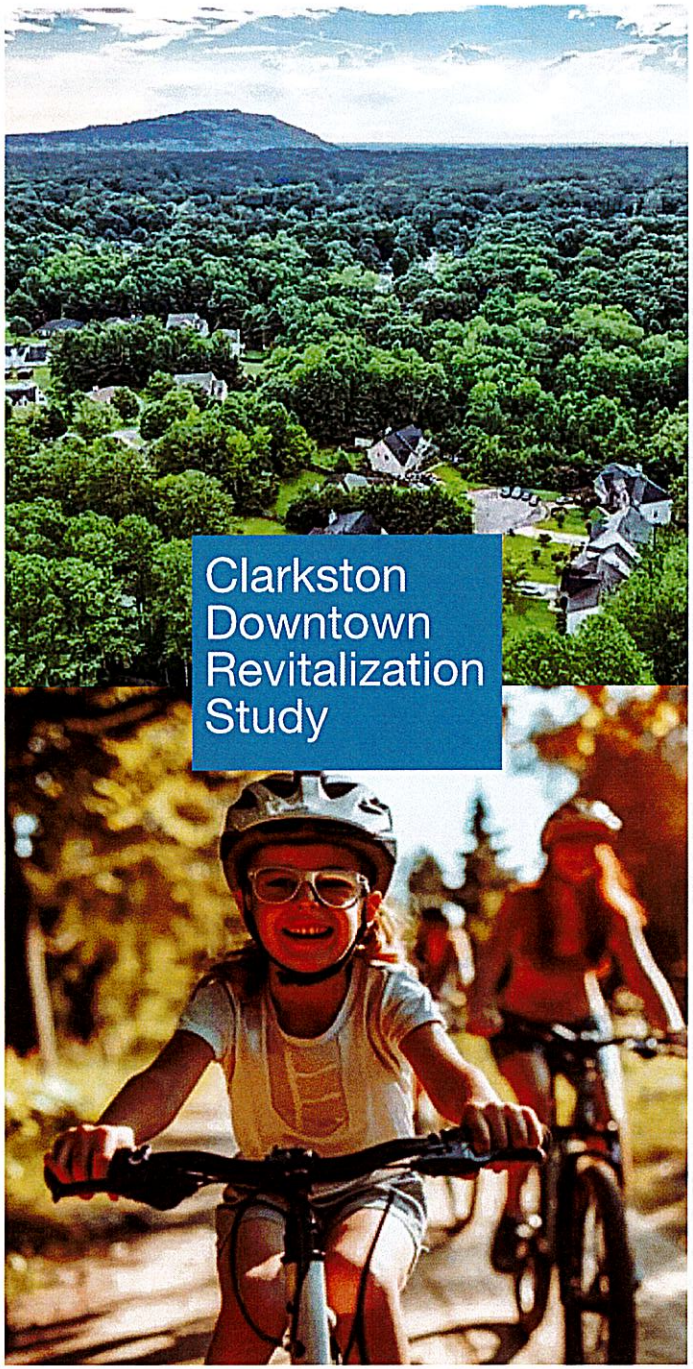


Clarkston Downtown Revitalization Study







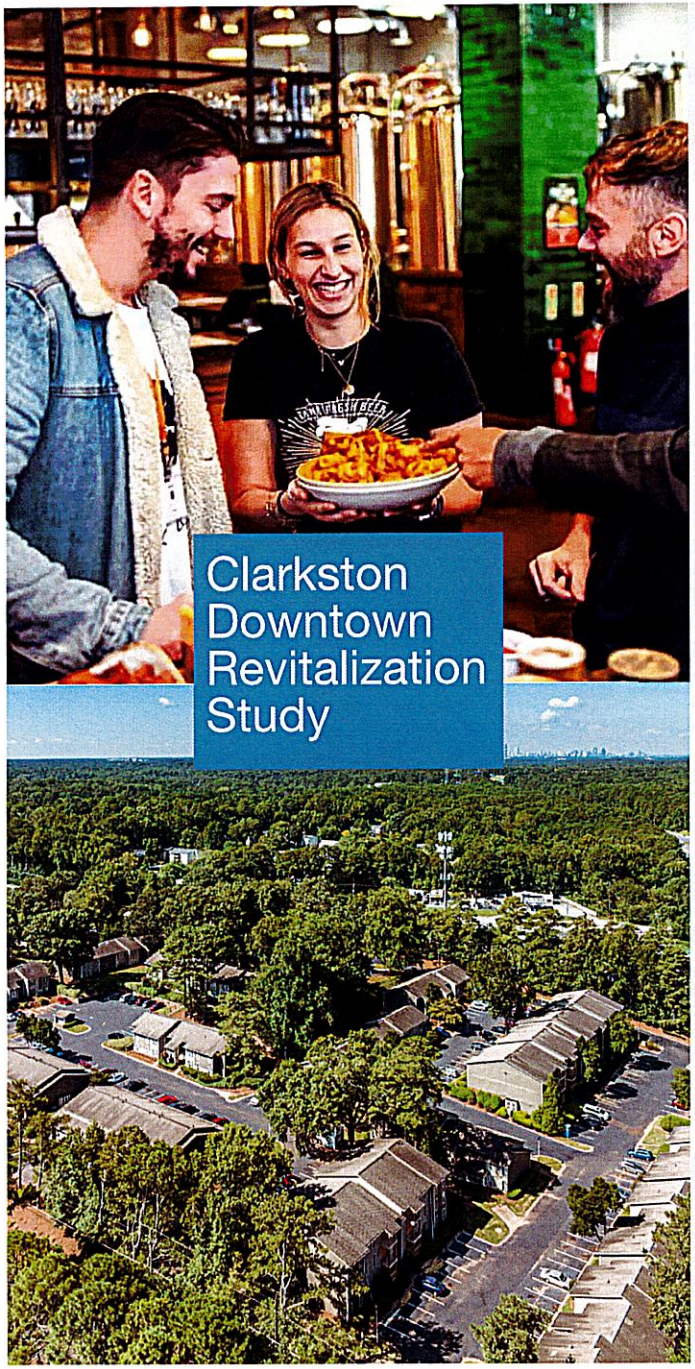


VISION STATEMENT

To create an exemplar of downtown community revitalization, a destination for metro Atlanta and a celebration of cultural diversity.

To create a catalyst for continued revitalization of Clarkston in general.

An implementation plan that is realistic not just aspirational . . . i.e. not LCI or ULI studies.



CONCEPT

We believe it is critical that the initial focus be on Downtown Clarkston

Plan - Please see the attached presentation

An initial focus should be on Quality Affordable Housing . . . e.g. Parc 1000

AWE - Art, Water & Environment

- Performing arts
- Visual arts
  - Wynwood Walls e.g.
  - Sculpture
- Fountain. Reflection pond.
- Small garden(s) . . . Flowers galore

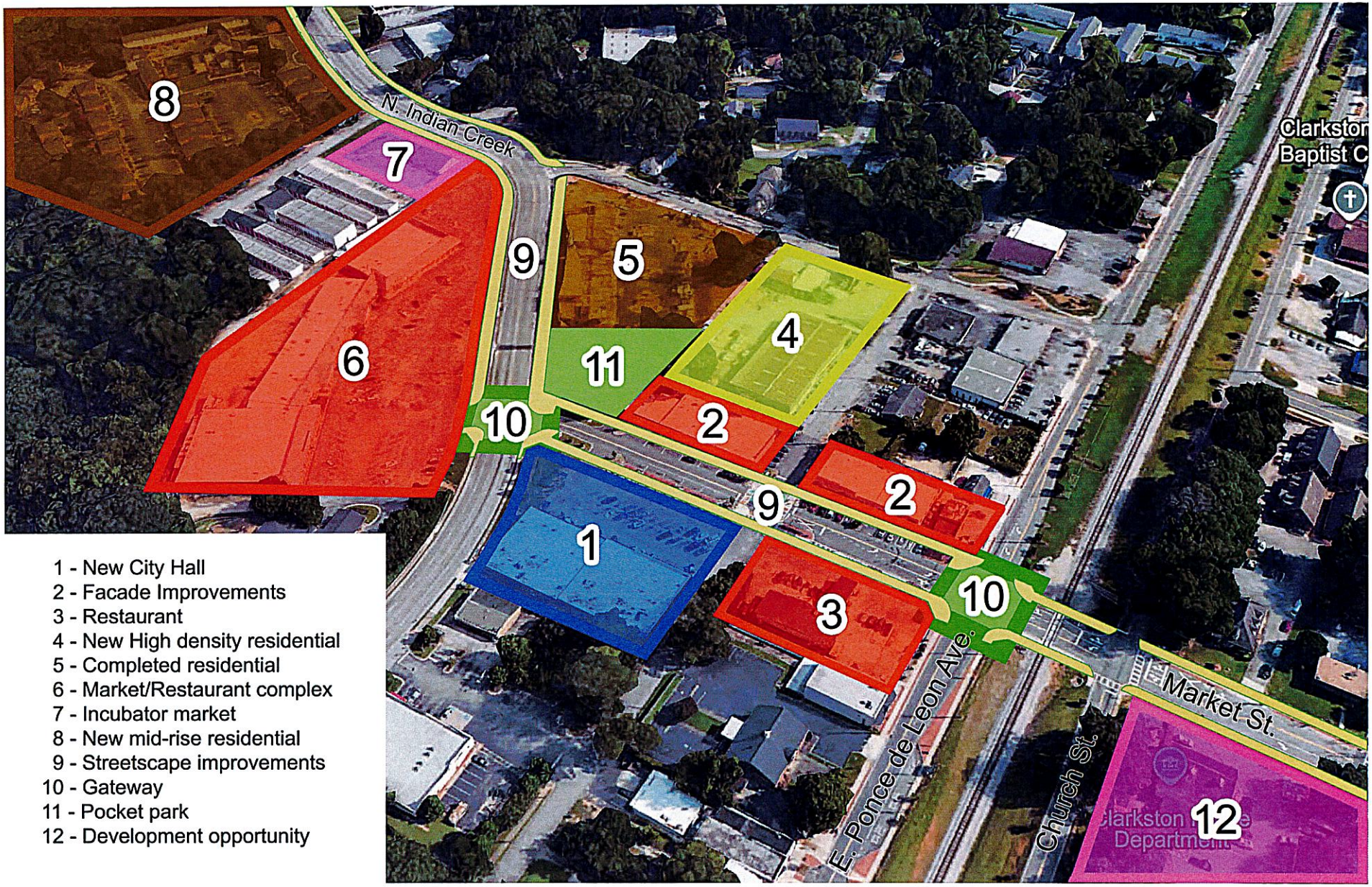




CONCEPT

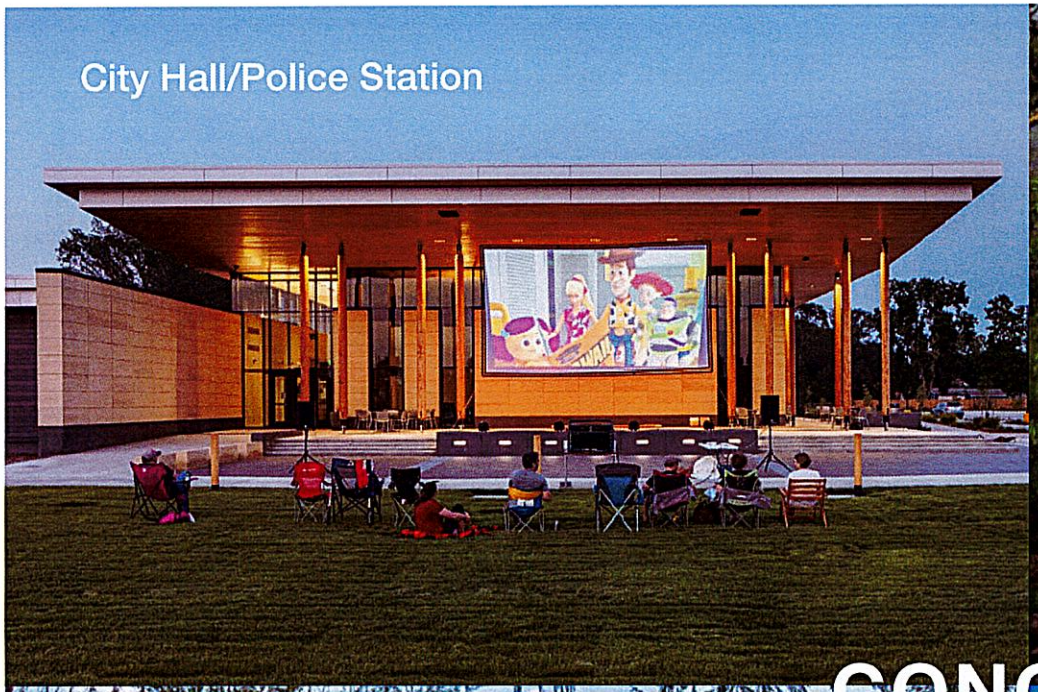


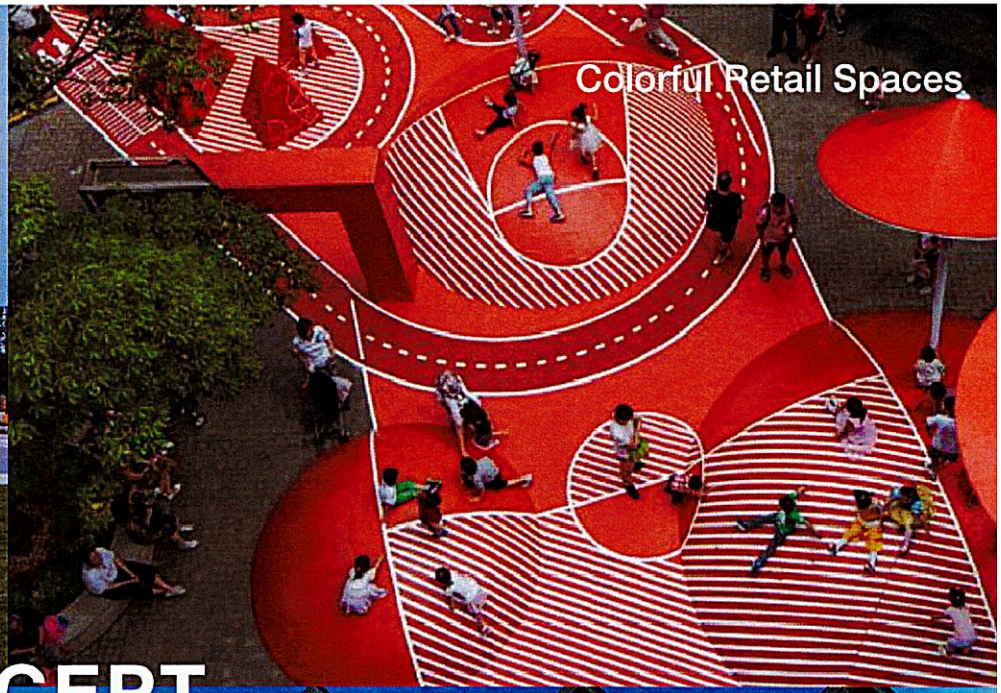




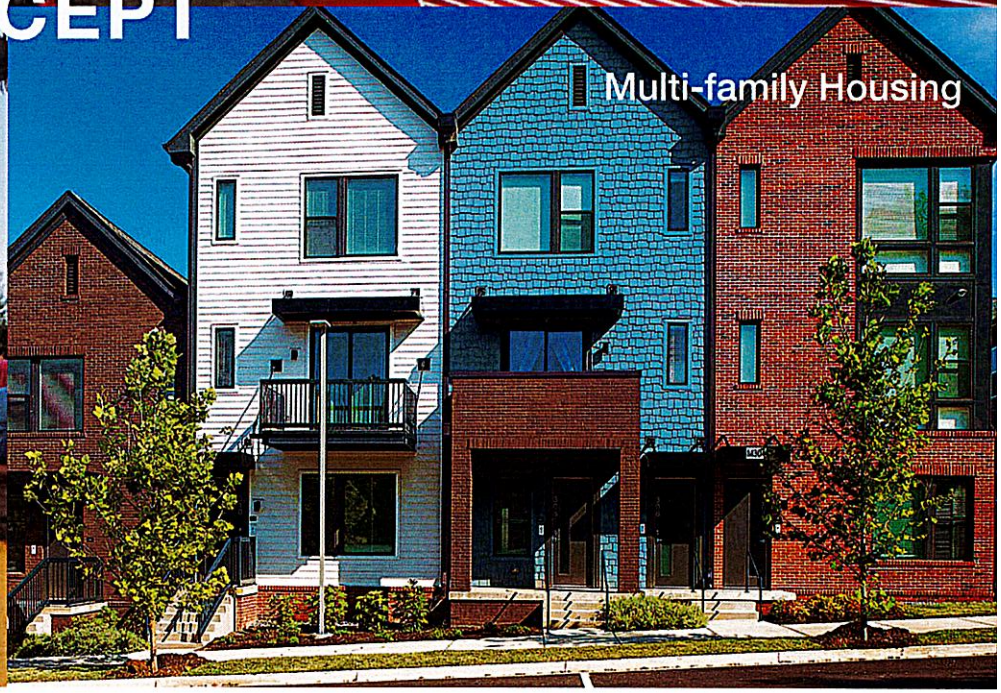
1 - New City Hall
2 - Facade Improvements
3 - Restaurant
4 - New High density residential
5 - Completed residential
6 - Market/Restaurant complex
7 - Incubator market
8 - New mid-rise residential
9 - Streetscape improvements
10 - Gateway
11 - Pocket park
12 - Development opportunity

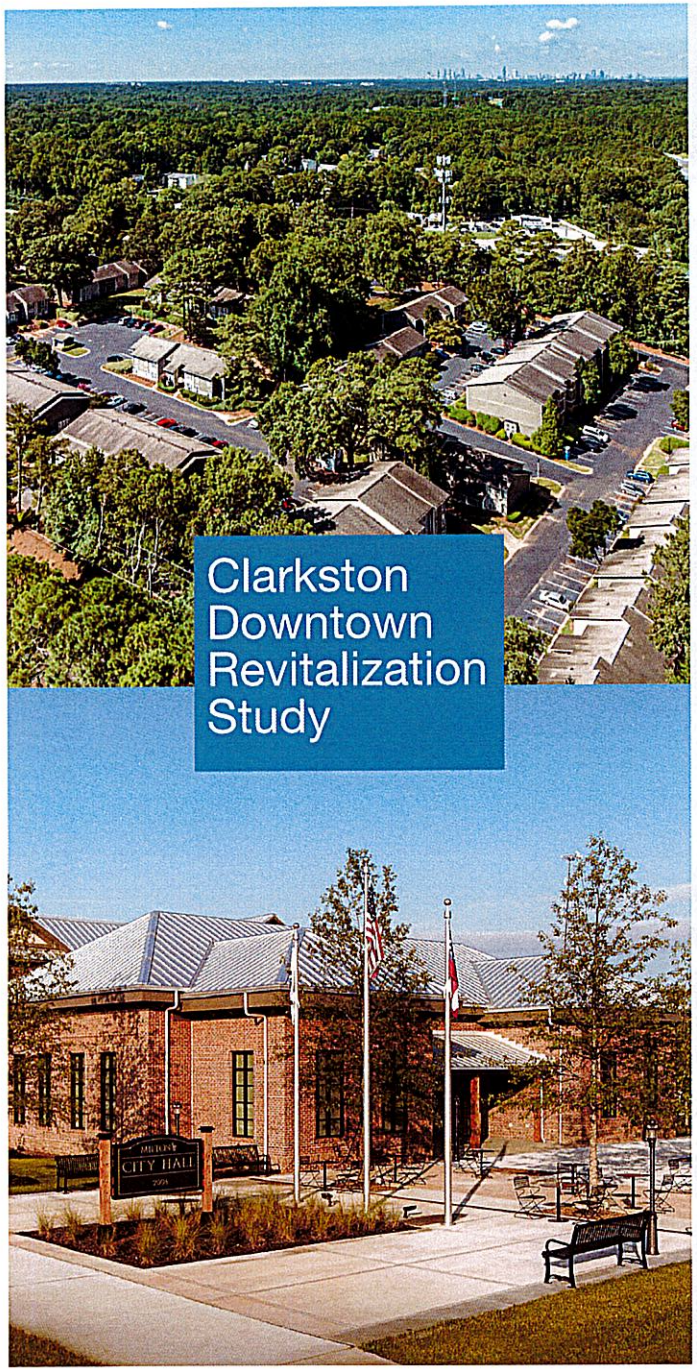
CONCEPT


City Hall/Police Station


Colorful Retail Spaces


Connective Public Spaces


Multi-family Housing



USES

City Hall and possibly a new Police HQ on Clarkston Plaza site

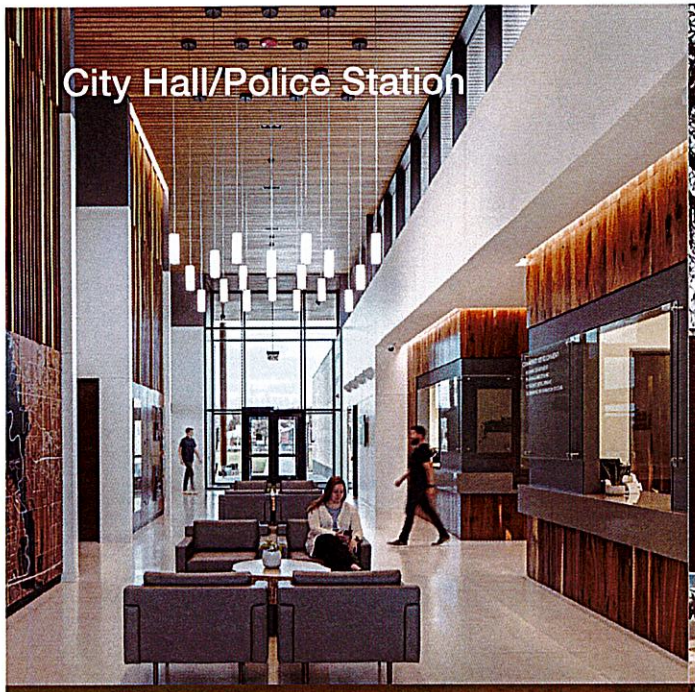
Multi-family (affordable housing)

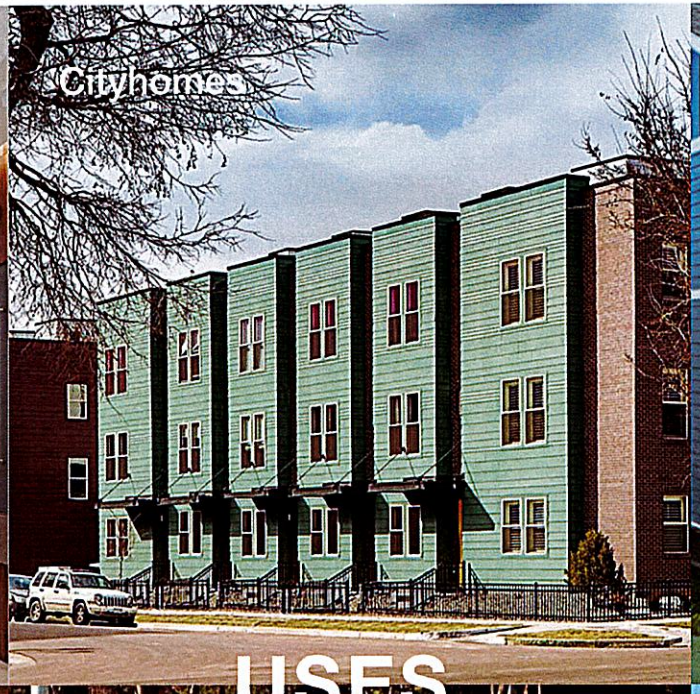
Renovated retail facades (colorful)

Upgraded Downtown streetscapes, wayfinding signage and monumentation

Performing arts facility (possibly part of a new City Hall)

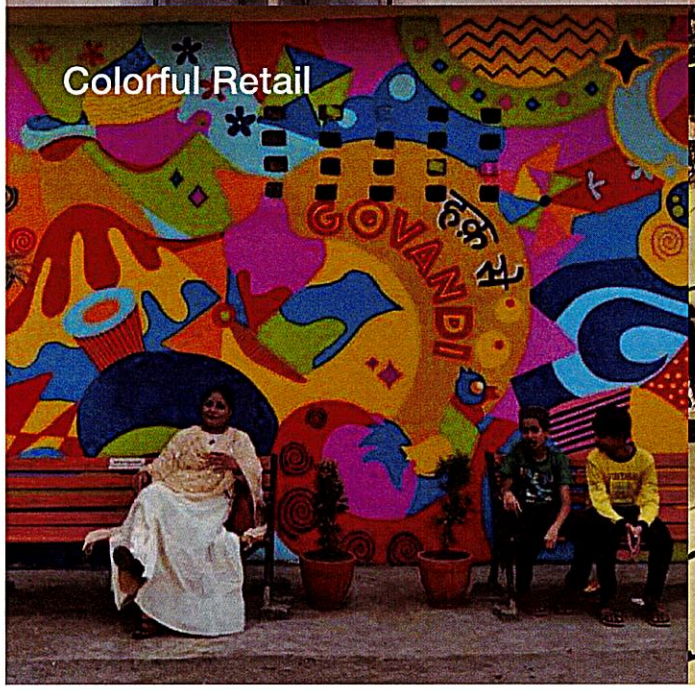
Reuse of existing City Hall/Police HQ land and repurposing the City Hall Annex building

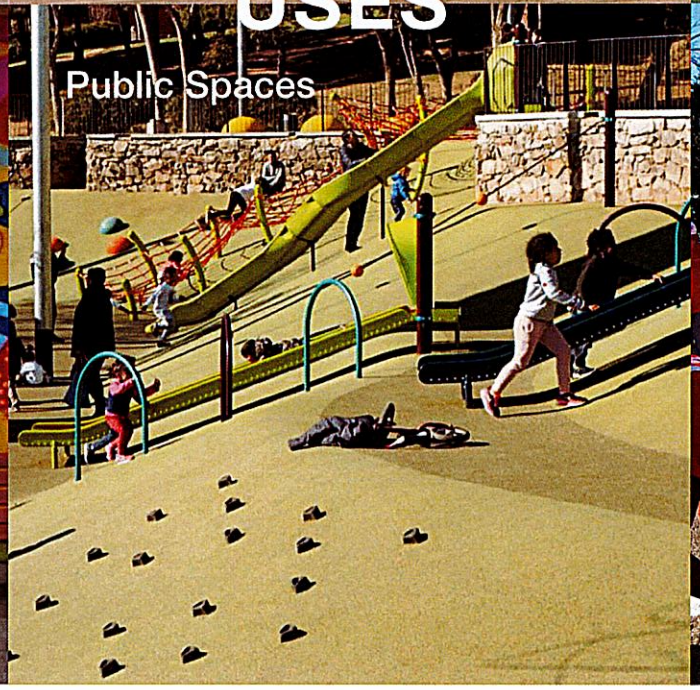

City Hall/Police Station

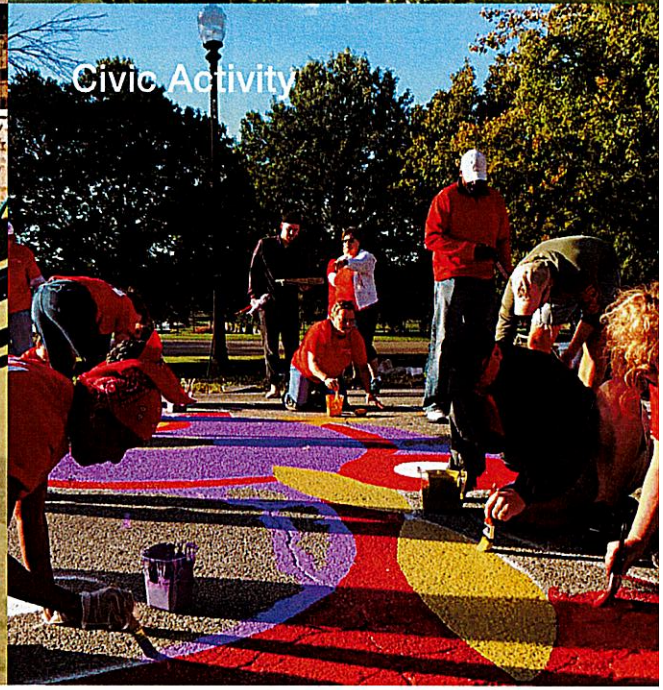

Cityhomes

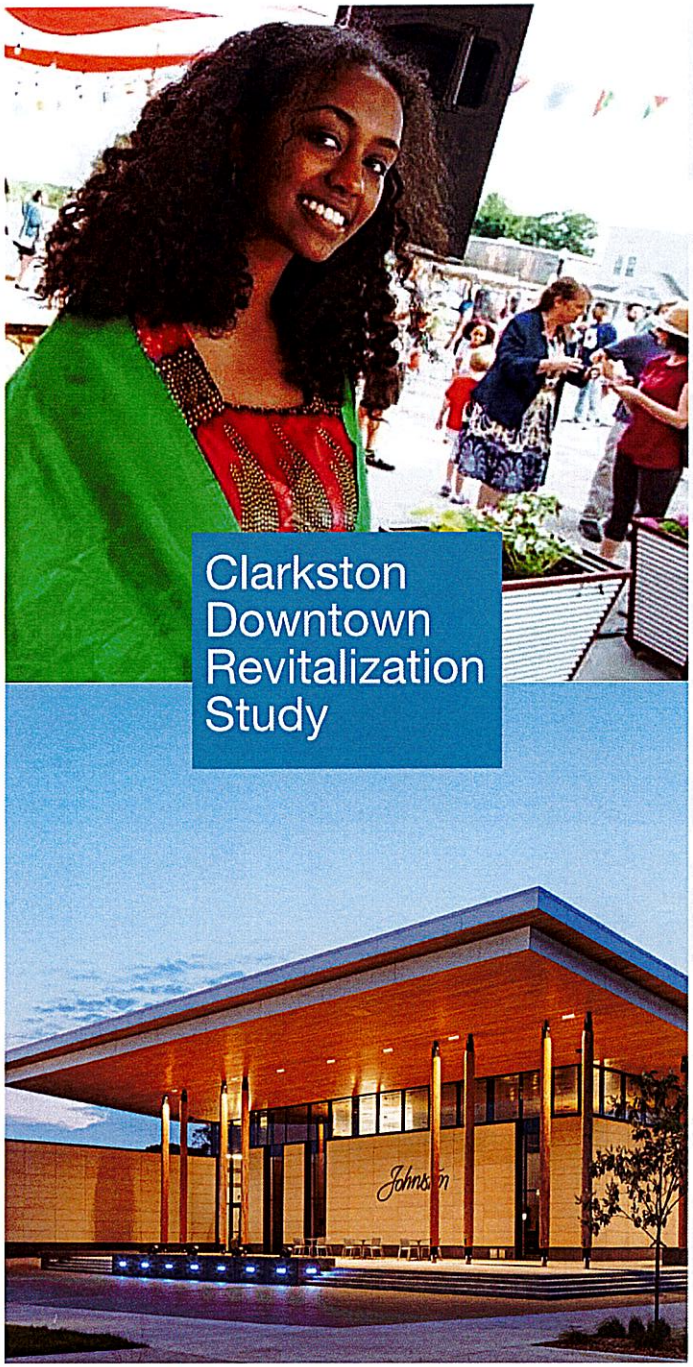

Multi-family Housing

USES


Colorful Retail
GOVANDI


Public Spaces


Civic Activity



STRATEGIES

City & DDA to develop an Economic Development Strategic Plan for the next five years

Economic Development Toolbox - Richard Edwards

DDA to engage an attorney. We strongly recommend Dan McCrae

Purchase or joint venture with the property owners of Parc 1000, Peroni site, Refugee Coffee site and Clarkston Plaza Shopping Center by the City, DDA and/or Macauley/Cultivate Communities

STRATEGIES

DDA implementation of Tax Abatement for strategic properties to allow the financing of new development as well as to ensure quality. Propose 100% taxabatement for 30 years

Expand DDA boundaries to include Parc 1000

20% of Tax Abatement savings to the DDA &/or the City to be used to fund civic upgrades and/or to fund payments for a new City Hall

Retail facade upgrades along Market Street & portions of East Ponce

Streetscape funding

Market Street from City Hall Annex to Clarkston Village Shopping Center, Parc 1000 to Market Street & portions East Ponce

B + C Studios

STRATEGIES

Montreal Road from Parc 1000 to Market Street

Maintenence funding

Urban Redevelopment Area - Richard Edwards

City to inspect each Parc 1000 building to ensure code compliance

Dekalb County Health Department to strictly enforce health standards for each building (Mayor Banks)

Back-up plan re: Parc 1000

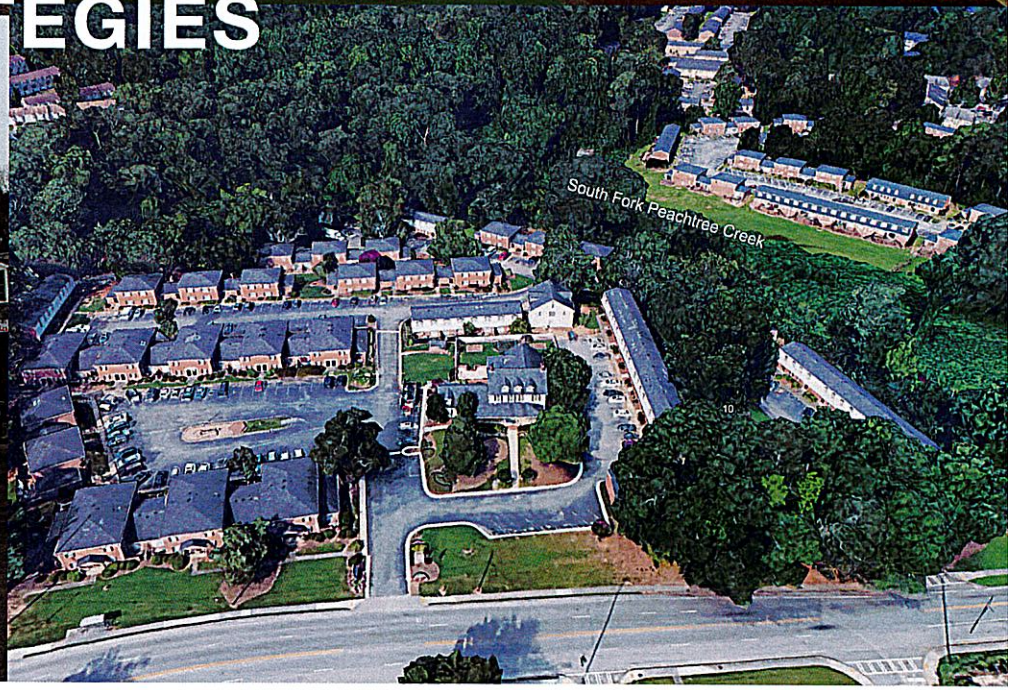
- Offer Tax Abatement to renovate to a high standard (exterior and interior)
- Encourage and incentivize new development with the DDA boundaries

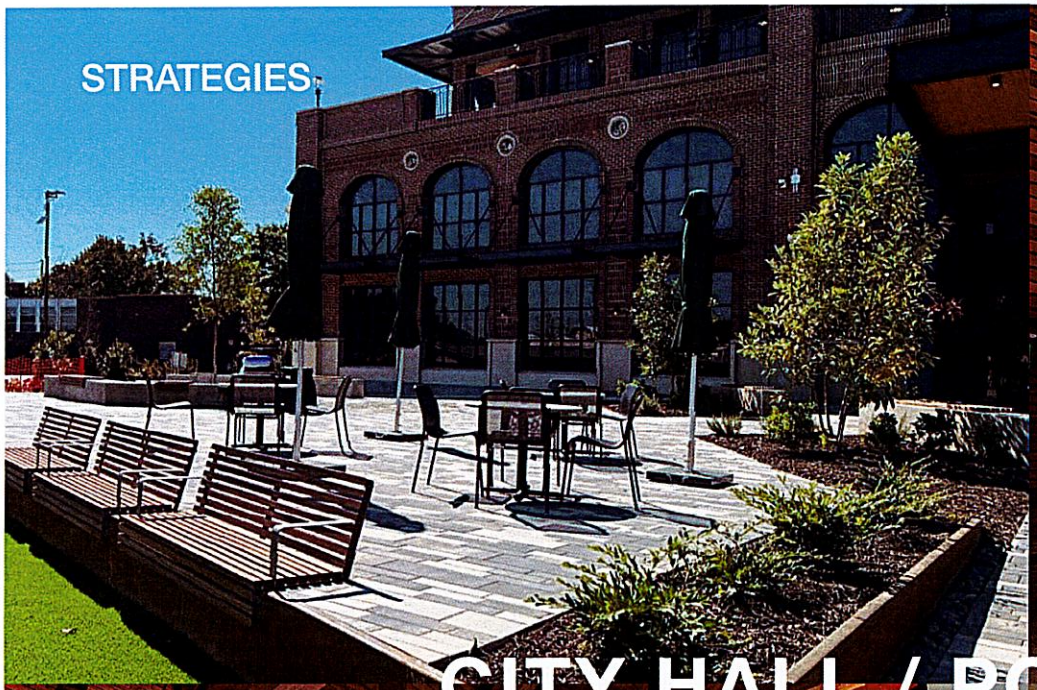


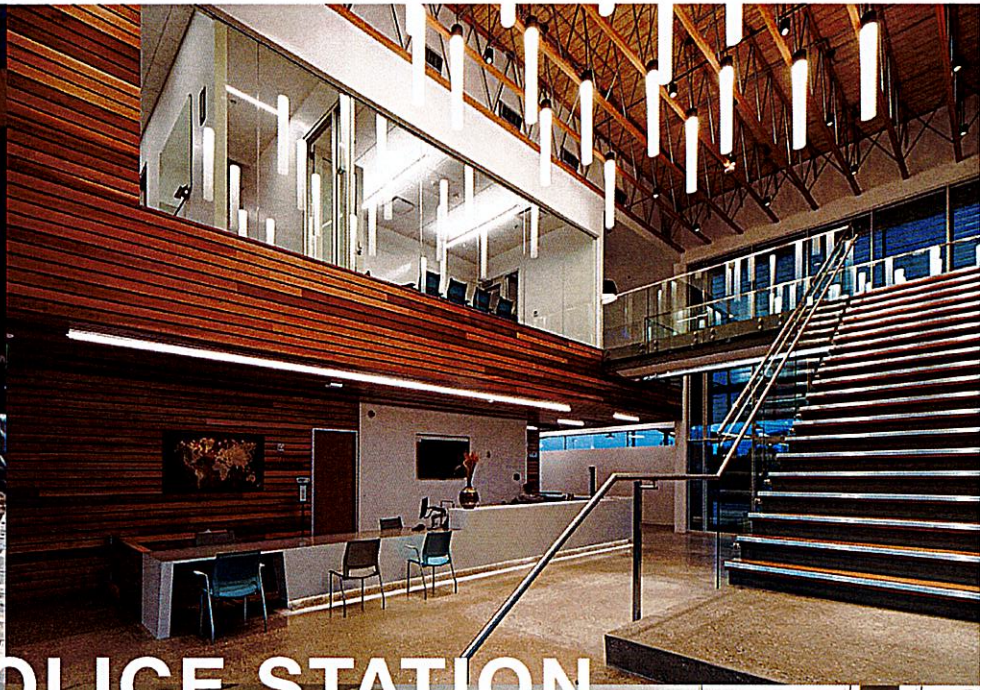


STRATEGIES

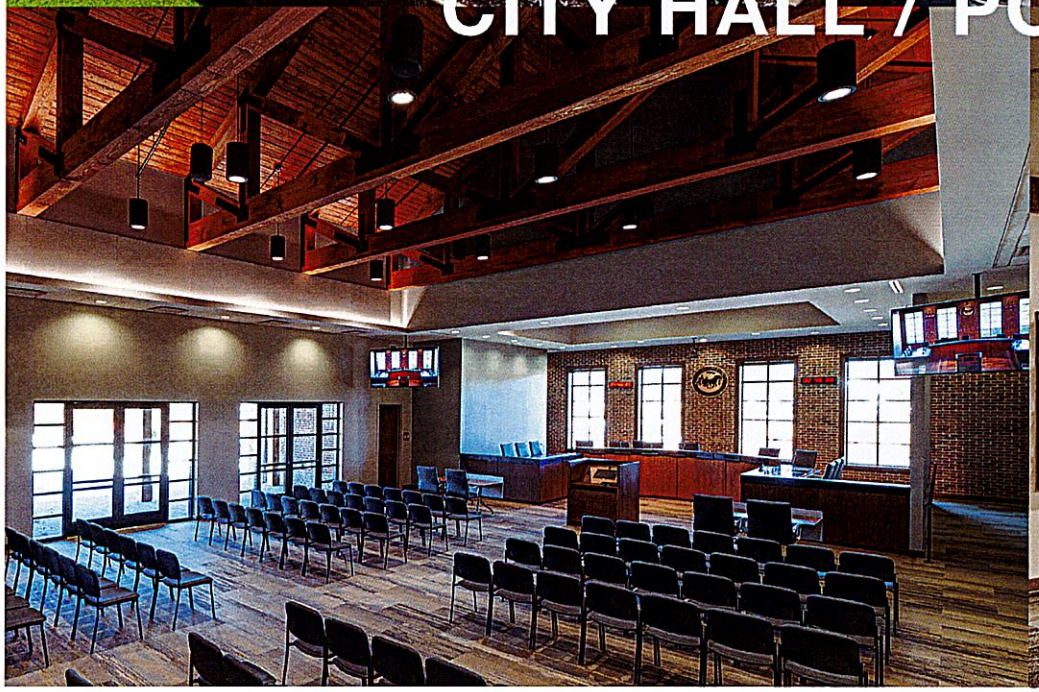


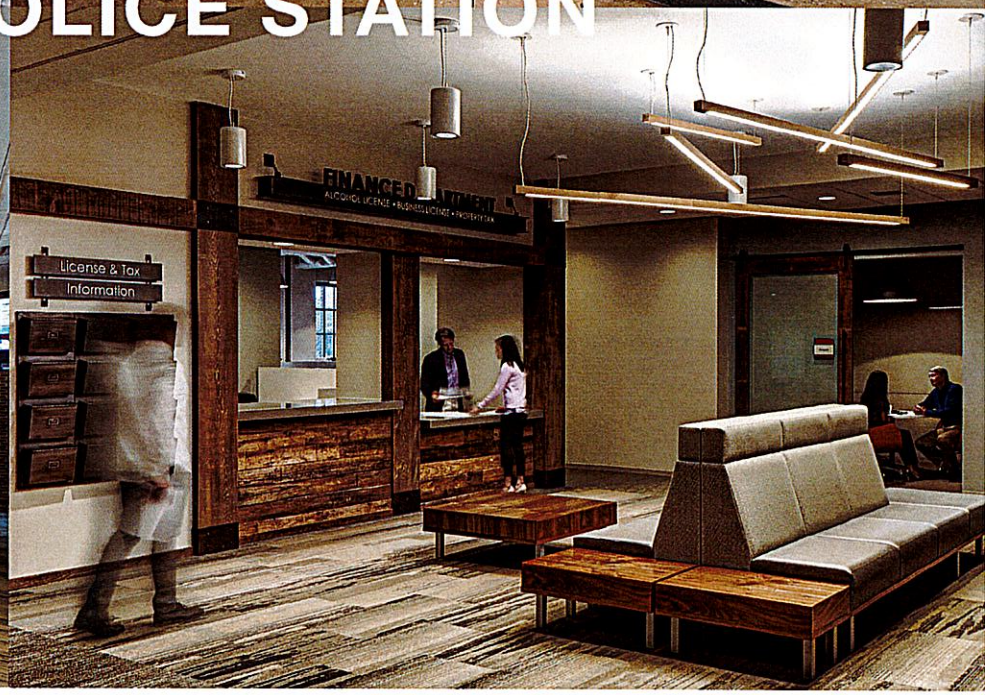




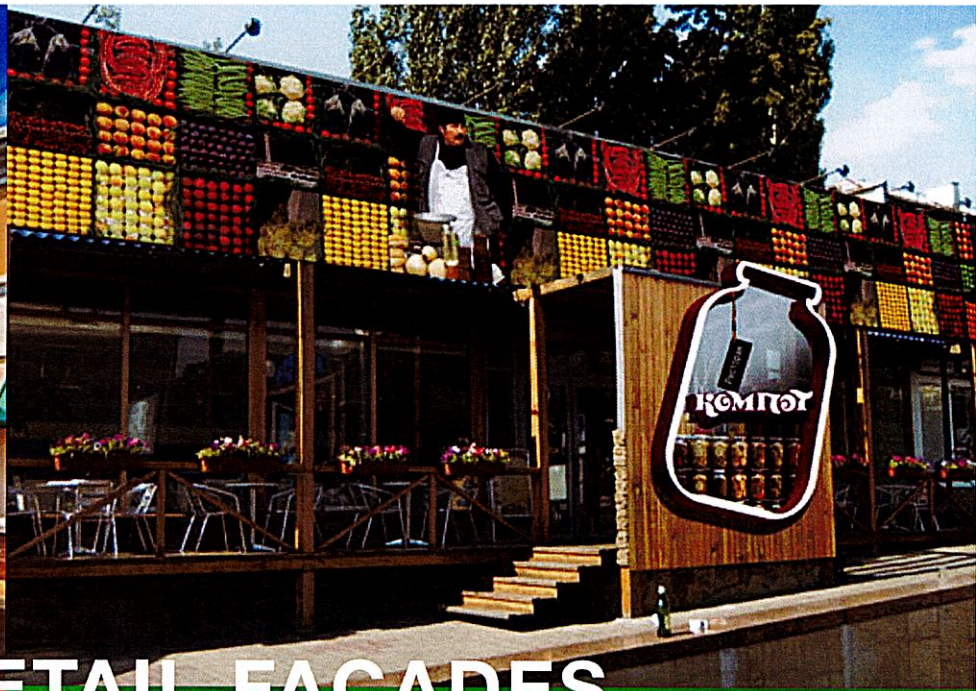


CITY HALL / POLICE STATION









RENOVATED RETAIL FACADES

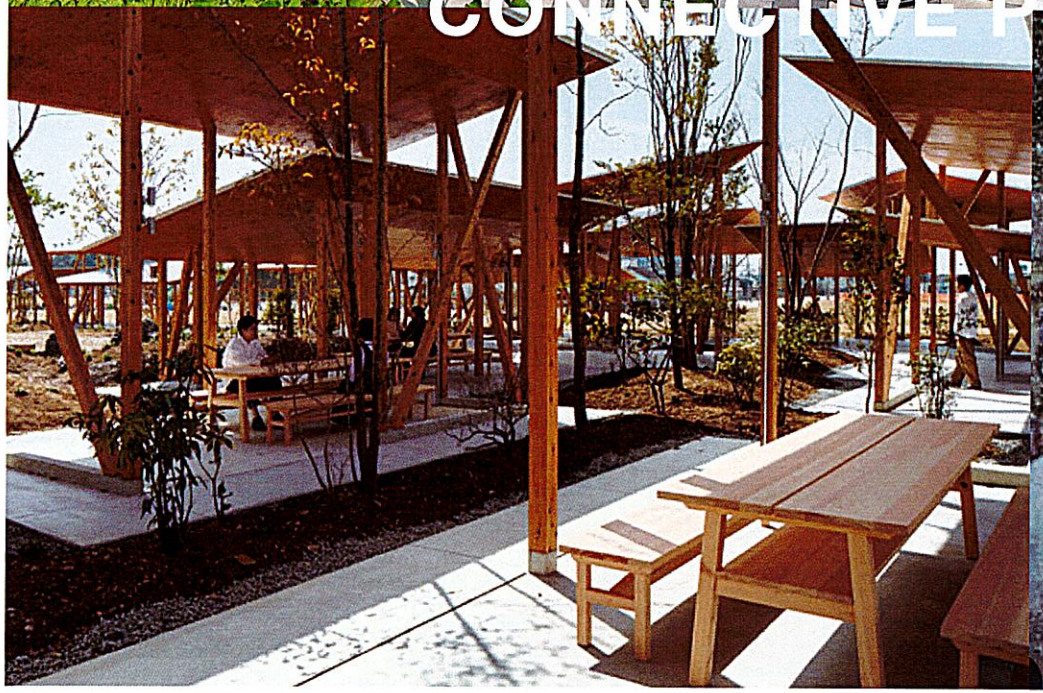








CONNECTIVE PUBLIC SPACES

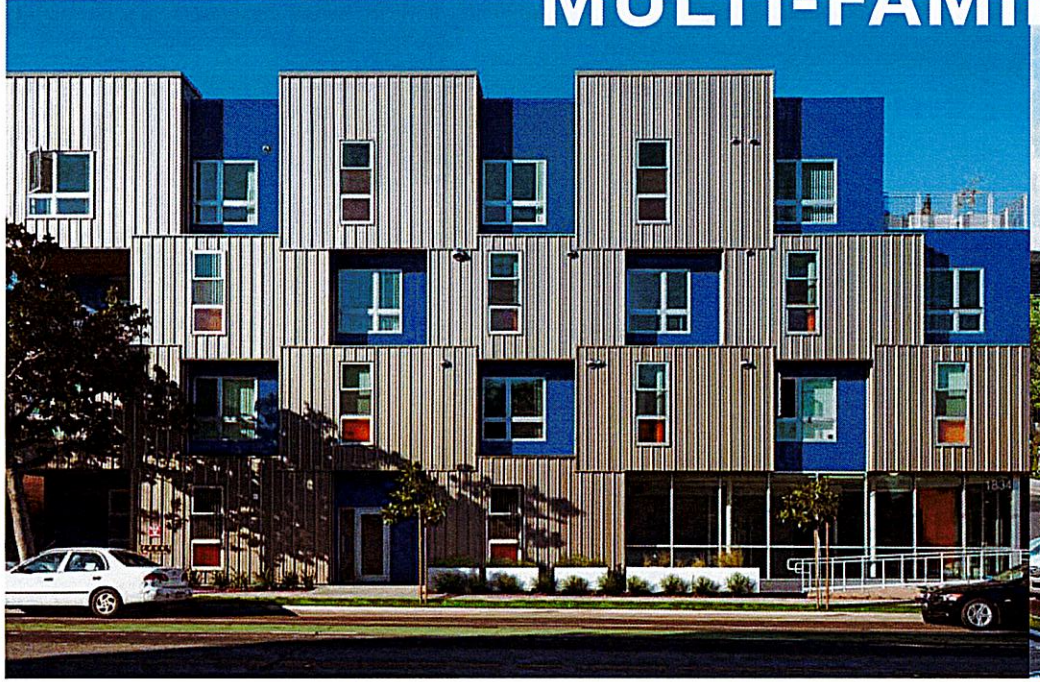




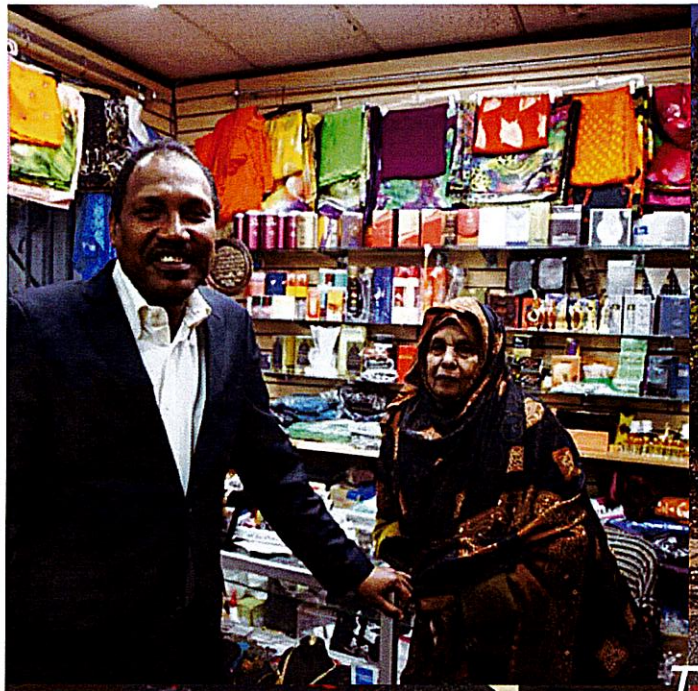
MULTI-FAMILY HOUSING

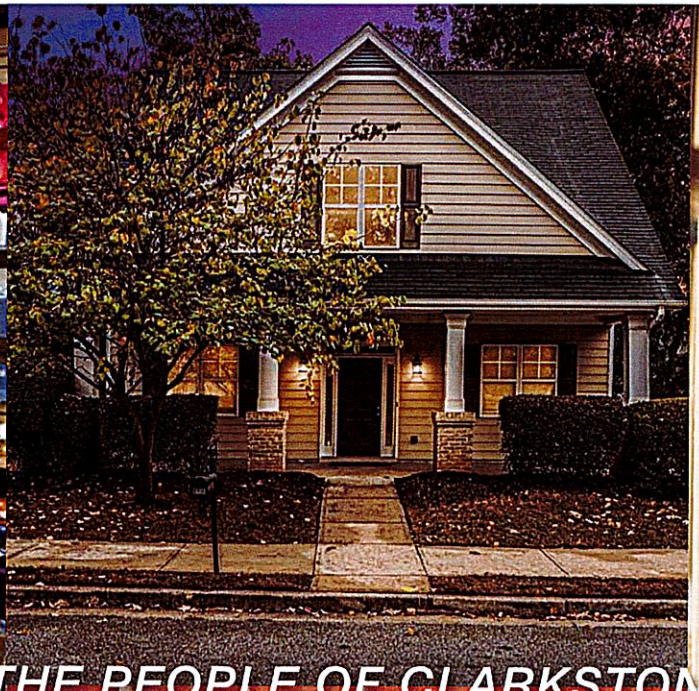




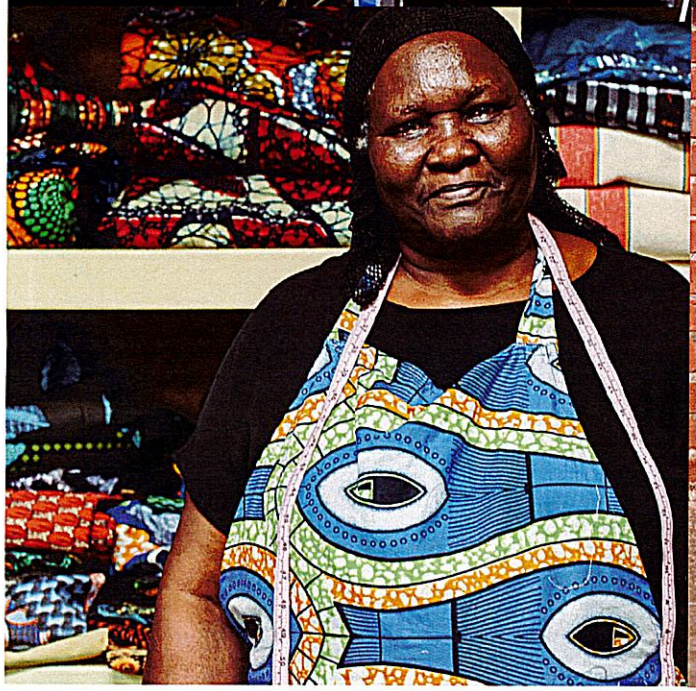
















THE PEOPLE OF CLARKSTON

TIMELINE

Expand DDA boundaries now

Apply for grants

Offers for Parc 1000, Peroni property, Refugee Coffee and Clarkston Plaza Shopping Center. Eminent domain, if necessary, for City Hall site

Conversations with Clarkston Village Shopping Center owner re: tax Abatement in return for significant building and site upgrades

City of Clarkston Branding, Positioning and Marketing needs a fresh approach

Clarkston Downtown Revitalization Study

The time is NOW!

CITY OF CLARKSTON

where possibilities grow

MACAULEY

Building Moratoriums in Georgia – Summary Report

This report summarizes known building and development moratoriums enacted in the state of Georgia within the past 50 years (1975–2025). These temporary suspensions were used to manage growth, plan redevelopment, and implement zoning protections.

Summary of Documented Moratoriums

Jurisdiction	Approx. Date	Type of Moratorium
Atlanta – Westside Park	2021	Freeze on rezoning/building permits around Park area
Atlanta – Tuxedo Park	June 2017	Interim control on demolition and new construction
Atlanta – Medical Center Site	2022–2025	Redevelopment moratorium after hospital closure
Henry County – North Ola	2023	Moratorium on subdivisions and shopping center development
City of Lilburn – Old Town	2024	90-day halt on residential development in historic district

These examples highlight the use of moratoriums across Georgia's local governments to pause certain types of development while comprehensive plans or zoning reviews are conducted. Recent legislation, such as House Bill 514, limits local moratoriums to 180 days unless specific extensions are granted.

MINUTES OF A REGULAR MEETING

OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO

IN SAID CITY ON TUESDAY, JULY 1, 2025

On the 1st day of July 2025, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde, Yterenickia Bell (virtual); Jamie Carroll (virtual); Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: ChaQuias Miller-Thornton (City Manager); Tomika R. Mitchell (City Clerk); Christine Hudson (Police Chief); Xavier Todd (Assistant Police Chief); Dr. Dwight Baker (Director of Human Resources & Risk Management); Yolanda McGhee (Equity, Diversity, and Inclusion Officer); Michael Duncan (Parks and Recreation Director); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER
   The meeting was called to order at 7:00 p.m.

2. ROLL CALL
   All Councilmembers were present.

3. ADMINISTRATIVE BUSINESS/ PRESENTATION
   A. Employee of the Month Recognition – June 2025

   Dr. Dwight Baker, the Director of Human Resources and Risk Management, recognized the Employee of the Month for June 2025, offering a brief explanation of the employees' outstanding contributions to the city. The recognition was awarded to the Communications Manager, Retonjah Burdette from the Administration Department, acknowledging her hard work and dedication to the City of Clarkston.

   B. Business of the Month Recognition – June 2025

   Economic Development Coordinator, Jacob Bouie stated the purpose of this item was to recognize and celebrate outstanding local businesses that contribute to the vitality, growth, and community spirit of the City of Clarkston. Recognized for business of the Month for the month of June was CrossFit Liminal.

   As the Business of the Month, CrossFit Liminal will receive a certificate of recognition, be highlighted on the City's website and social media platforms and be eligible for nomination as the Business of the Year.

C. Presentation of Youth Displacement Project – Grant Proposal for Business Opportunity

Dr. Dwight Baker, the Director of Human Resources and Risk Management introduced the City's Summer Internship students from the DeKalb Youth Employment Program and provided a brief overview of the business opportunity they proposed, focusing on youth displacement through a targeted grant initiative. The students' presentation explored a potential Youth Displacement Project designed to create sustainable support structures and resources for displaced or at-risk youth within the community. The students decided on the development of "Urban Sprouts", a café for youth that focuses on the need for housing and employment and designed to offer a safe space for young people to go socialize and receive services as needed.

It was recommended that the City of Clarkston support the continued development of this grant proposal and evaluate its potential for inclusion in the City's strategic initiatives.

D. To approve the following meeting minutes:
   1. 6/3/2025 – City Council Meeting
   2. 6/18/2025 – Special Called City Council Meeting/ Public Hearing (10:00 AM)
   3. 6/18/2025 – Special Called City Council Meeting/ Public Hearing (6:30 PM)
   4. 6/26/2025 – Special Called City Council Meeting/ Public Hearing and Adoption
   5. 6/26/2025 – City Council Work Session

Councilmember Perkins made a motion to approve the presented minutes. Vice Mayor Johnson seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

4. REPORTS

A. City Manager's Report

City Manager ChaQuias Miller-Thornton provided a brief report and update on the following: New Administrative and Police Building at 736 Park North Blvd.; 2025 Ad Valorem Tax Millage Rate; FY 2024 Audit Preparation; Administrative Reporting; Upcoming Events; Program and Software Updates; Previous Events; New Hires; and Purchasing and Procurement.

B. City Attorney's Report

- No report was given.

C. Council Remarks

- The Councilmembers briefly gave an overview of meetings and events they attended, and projects they are currently working on.

D. Mayor's Report

- Mayor Burks gave a brief overview of meetings and events she attended and other news of the city.

5. PUBLIC COMMENTS
   The following citizens provided public comments: Rev. C. O. Adams, Edwards Schaffer, and Martha Brown.

6. OLD BUSINESS
   A. Public Hearing - To receive comments from the public regarding an ordinance to amend the City Charter to be consistent with the State General Law concerning the minimum term of Municipal Court Judges.

      The public hearing opened at 7:50 p.m.

      There were no public comments.

      The public hearing closed at 7:50 p.m.

   B. To consider the second adoption of an ordinance to amend the City Charter to be consistent with the State General Law concerning the minimum term of Municipal Court Judges.

   City Attorney Stephen Quinn provided a brief overview of the item, explaining that two adoptions were required. He stated that adopting the ordinance would amend the City of Clarkston's Charter to align with State law.

   Councilmember Hood made a motion to approve of an ordinance to amend the City Charter to be consistent with the State General Law concerning the minimum term of two (2) years for the Municipal Court Judge. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

7. CONSENT AGENDA
   A. To approve a proclamation designating July as "Park and Recreation Month".
   B. To approve a resolution approving an Intergovernmental Agreement for beautification of interchange at East Ponce de Leon off-ramp and Church Street on-ramp between Dekalb County and the City of Clarkston.
   C. To approve a four-year lease with maintenance agreement with Toshiba for six copy machines in the amount of $49,968.

   Councilmember Perkins made a motion to approve the Consent Agenda Items 7A through 7C. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

8. NEW BUSINESS
   A. To consider a resolution awarding a consulting services agreement to Kimley–Horn and Associates, Inc. for the Safe Streets for All (SS4A) Comprehensive Safety Action Plan.

   City Engineer, Larry Kaiser from Collaborative Infrastructure provided a brief overview of the Safe Streets for All (SS4A) Comprehensive Safety Action Plan requesting the City to select the highest ranked SS4A proposal and move forward with a contract to commence with SS4A

scope of work as outlined in the Request for Proposal prepared by staff and approved by the US Department of Transportation.

Vice Mayor Johnson made a motion to a resolution awarding a consulting services agreement to Kimley–Horn and Associates, Inc. for the Safe Streets for All (SS4A) Comprehensive Safety Action Plan. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

Kristian Horn of Kimley-Horn expressed her appreciation for the awarding of the contract for the SS4A Comprehensive Safety Action Plan.

9. ADOURNMENT
Vice Mayor Johnson made a motion to adjourn. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting adjourned at 7:58 p.m.

ATTEST:

_____	_____
Tomika R. Mitchell	Beverly H. Burks
City Clerk	Mayor

MINUTES OF A SPECIAL MEETING

OF THE CITY COUNCIL OF CLARKSTON, GEORGIA HELD

HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO

IN SAID CITY ON MONDAY, JULY 14, 2025

On the 14th day of July 2025, at 6:31 p.m., the City Council of Clarkston, Georgia met in special session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the Council Members were present: Vice Mayor Debra Johnson; Councilmembers Sharifa Adee, Jamie Carroll, Susan Hood, and Mark Perkins. Absent: Yterenickia Bell. The following City staff were present: ChaQuias Miller-Thornton (City Manager); Cynthia Hammond (Finance Director); and Tomika R. Mitchell (City Clerk - virtual).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

   The meeting was called to order at 6:31 p.m.

2. ROLL CALL

   Councilmember Bell was absent.

3. PUBLIC COMMENTS

   There were no public comments.

4. NEW BUSINESS

   A. To discuss and consider a resolution authorizing, among other things, the issuance and sale of a Tax Anticipation Note (TAN) in the amount of $900,000.

   City Manager ChaQuias Miller-Thornton provided a brief overview of the recommended TAN informing Council staff identified an estimated cash-flow deficient in early August and presented a cash-flow analysis to the City's financial advisor, Davenport, who then presented a Request for Proposal for the institution. Three bids were received from Truist Bank, Huntington Bank, and Zions Bank. The recommendation from the Administration and Davenport recommends City Council approval of the TRUIST Bank proposal for issuance of the 2025 TAN. Currently TRUIST serves as the institution that provides treasury management services for the City and has historically serviced the City's TAN issuances. Approval is requested under the terms provided in the resolution for issuance. Total debt service is $915,462.75 at 3.81%. Total estimated costs of issuance is $15,200.00. Total cash to be received by the City is approximately $885,000.00. Total estimated cost to the city, with debt service interest and costs is $30,662.75.

   It is a requirement of the debt service to have the debt paid by December 31.

   The Council briefly discussed the item.

Councilmember Carroll made a motion to approve the issuance and sale of a Tax Anticipation Note (TAN) in the amount of $900,000 with Truist as the vendor with the terms outlined. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

B. To discuss and consider a recommendation of approval of the contract with IKON Filmworks, LLC, for the relocation of current and installation of new audio-visual equipment for the Courtroom and Council Chambers in the amount of $36,005.

City Manager ChaQuias Miller-Thornton provided a brief overview of staff identifying a service need for disconnect, relocation, and installation of audio and visual equipment at the Courtroom and Council Chambers at the new location. Equipment will be removed from the Church St. location and subsequently installed at the new location. Two bids were provided from BIS Digital, Inc, and IKON Filmworks, the current audio-visual service provider.

Ms. Miller-Thornton informed the Council that the Courtroom facility was not initially included in the plan design. Two weeks prior to the certificate of occupancy being issued, it was determined that the equipment would need to be relocated. Staff reached out to the equipment provider, BIS Digital, Inc., who informed staff they would only move their equipment and not the City's equipment. Subsequently, staff reached out to our current audio-visual service provider, IKON Filmworks.

After consulting with the city's Procurement Specialist and the Finance Director, it was determined that the two quotes could be presented to Council under the emergency purchases regulation.

BIS Digital, Inc., submitted a bid of $32,728.35. For this amount, they would only move and relocate the existing equipment that was purchased directly from them. IKON Filmworks, the current audio-visual service provider, submitted a bid of $36,005. For this amount, they would remove current microphones, speakers and reinstall at the current location, install a new audio board and stage box (currently do not have in old court room), install all new cabling for speakers and microphones, install new video cables, install 3 new cameras and camera controllers, install a new wireless microphone system, install a video switcher for streaming.

Staff recommended approval of the contract with Ikon Filmworks for audio visual services for relocation of current and installation of new audio visual equipment.

The Council briefly discussed the item.

Councilmember Hood made a motion to approve the contract with IKON Filmworks, LLC, for the relocation of current and installation of new audio-visual equipment for the Courtroom and Council Chambers in the amount of $36,005. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

5. ADJOURNMENT

Councilmember Perkins made a motion to adjourn. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0).

The meeting adjourned at 6:45 p.m.

ATTEST:

Tomika R. Mitchell City Clerk	Beverly H. Burks Mayor

MINUTES OF A WORK SESSION

OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

HELD BY TELECONFERENCE, ZOOM AUDIO/VIDEO

IN SAID CITY ON THURSDAY, JULY 7, 2025

On the 7th day of July 2025, at 7:00 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Beverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Sharifa Adde; Yterenickia Bell; Jamie Carroll; Susan Hood; and Mark Perkins. Absent: None. The following City staff were present: ChaQuias Miller-Thornton (City Manager); Tomika R. Mitchell (City Clerk); Richard Edwards (Planning & Economic Development Director); Cynthia Hammond (Finance Director); Chief Hudson (Police Chief); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER
   The meeting was called to order at 7:00 p.m.

2. ROLL CALL
   All members of Council were present.

3. PUBLIC COMMENTS
   Mayor Burks read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

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

   Richard Edwards, Planning & Economic Development Director provided a brief overview of an amending the text of the Clarkston Zoning Ordinance as follows: (1) amend Appendix A, Article IV, Section 403 – Use Table, to add use regulations for child day care, adult day care, convenient stores, grocery stores, fitness centers, and small food retail to the use table; and (2) amend Appendix A, Article VII – Definitions, to revise the definition of convenience store and to add definitions for grocery store, fitness center, and small food retail to the Definitions.

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

Staff recommended deferral of this text amendment to the August 26th Work Session to continue outreach and research.

This matter was discussed by the Council.

This item will be included on the next City Council Meeting agenda under the Consent Agenda.

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

Richard Edwards, Planning & Economic Development Director provided a brief overview of an ordinance to amend the text of the Clarkston Zoning Ordinance, Appendix A, Article III, Section 317. TC, town center district to provide land use mix requirements for parcels over one (1) acre in size.

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

This matter was discussed by the Council.

Staff recommended approval of these text amendments.

This item will be included on the next City Council Meeting agenda under the Consent Agenda.

6. NEW BUSINESS

A. To discuss the Greenway Trail Phase I Review Committee's recommendation of the highest ranked consultant proposal for design, construction plan development, and right-of-way acquisition services.

Larry Kaiser, City Engineer, provided a brief overview of the Greenway Trail Phase I" project providing information from the review committee identifying and selecting the highest ranked consultant proposal and negotiated fee (cost) and scope of work and recommended to proceed with a contract with the highest ranked firm, AtkinsRealis Usa, Inc. for the Concept Phase of the Phase I Greenway Trail.

The fee (cost proposal) and scope of work for the Concept Phase only was negotiated. The fee is with AtkinsRealis Usa, Inc. is for the amount of $499,810.55.

This matter was discussed by the Council.

This item will be included on the next City Council Meeting agenda for discussion.

B. To discuss a resolution establishing a Vision Zero policy to work towards zero traffic deaths and zero severe injuries.

Larry Kaiser, City Engineer, provided a brief overview of adopting a resolution that outlines the development of a robust Vision Zero Comprehensive Safety Action Plan in accordance with the US Department of Transportation's (USDOT) Safe Streets for All (SS4A) program. The focus and goal of the Safety Action Plan is to significantly reduce and eventually eliminate traffic and pedestrian fatalities and serious injuries amongst all users of the City's transportation network by the year 2035 with zero traffic and pedestrian fatalities by 2040.

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

This matter was discussed by the Council.

This item will be included on the next City Council Meeting agenda under the Consent Agenda.

C. To discuss an ordinance to amend CUP19-02 zoning conditions for 1352 Brockett Road.

Richard Edwards, Planning & Economic Development Director provided a brief overview of an ordinance to amend the conditional use permit zoning conditions of CUP 19-02 for 1352 Brockett Road to allow for a full-service auto repair shop, increase the number of vehicles for sale from 5 to 10, and increase total vehicles on site from 15 to 25. The applicant applied for these modifications to address code compliance issues and come into compliance with use of the property.

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

The applicant's representative, Muhammed Mohamed provided information on the behalf of the applicant, Abdulkadir Dine.

This matter was discussed by the Council.

The applicant, Abdulkadir Dine, responded to questions from the Council.

Dean Moore provided public comments.

Mr. Edwards stated the number of vehicles on site with staff conditions could possibly be increased by a few with conditions. Staff will work with the City Attorney to draft different options regarding text amendments and zoning.

This item will be included on the next City Council Meeting agenda for discussion and public hearing.

D. To discuss a request for a Clemsil Overlay development review for a single-family home at 3637 Lincoln Street (1212 Patricia Davis Drive).

Richard Edwards, Planning & Economic Development Director, provided a brief overview of a development plan for a one-story, single-family home in the Clemsil Overlay at 3637 Lincoln Street (1212 Patrica Davis Drive). The applicant requested to construct a one-story, single-family home and the Clemsil Overlay requires the public hearing process and approval from City Council prior to submitting for a building permit.

Staff recommended approval of the Clemsil Overlay development review.

This matter was discussed by the Council.

Stephen Quinn, City Attorney provided options to the applicant: applicant can withdraw the application, the Council can defer the application to allow withdrawal or deny the application without prejudice to allow the applicant to resubmit.

This item will be included on the next City Council Meeting agenda for discussion and public hearing.

E. To discuss a request for variances from Section 305 to reduce minimum lot widths and Sec. 540(a) to not require a 5’ sidewalk at 911, 917, 929, and 935 Mell Avenue.

Richard Edwards, Planning & Economic Development Director provided a brief overview of a variance request from Sec. 305 to reduce the minimum lot widths from 50’ to 36’ for 10 lots and 30’ for 3 lots and a variance request from Sec. 540(a) to not require a 5’ sidewalk along a local street at 911, 917, 929, and 935 Mell Avenue (Parcel ID: 18 097 10 047, 046, 059, and 050).

The applicant requested these variances to construct 13 single-family homes along Mell Avenue.

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

This matter was discussed by the Council.

The applicant Megha Joshi with Altair Homes ATL, LLC provided an overview of the project.

Dean Moore and Tracy Menick provided public comments.

This item will be included on the next City Council Meeting agenda for discussion and public hearing.

F. To discuss the initial proposal of a Traffic Calming Policy.

Larry Kaiser, City Engineer, provided a brief overview of a proposed traffic calming process and procedure that will provide effective traffic engineering and management solutions that promote safety for motorists, bicyclists, and pedestrians while enhancing the livability of Clarkston's residential streets through reducing vehicle speeds and volumes and discouraging cut-through traffic.

The proposed policy outlines not only the process and procedure by which a Traffic Calming Petition is technically evaluated by staff but also whether sufficient funding exists to implement a traffic calming project under consideration by council. Within the SPLOST II program of projects, Council allocated approximately $100,000 for a specific "Neighborhood Traffic Calming" project. Council also allocated $285,000 for pedestrian improvements on the North Indian Creek corridor.

Staff recommended some percentage of funding from either one or both projects be re-allocated to a citywide "Neighborhood Traffic Calming" program.

This matter was discussed by the Council and was recommended for deferral to the August 26th Work Session with the instructions to the City Attorney to develop an ordinance.

This item will be included on the next City Council Meeting agenda under the Consent Agenda.

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

Tomika Mitchell, City Clerk provided a brief overview of the alcohol license application for Dillyet, LLC d/b/a 76 Food Mart located at 4556 E. Ponce De Leon Ave., Ste. A, Clarkston, GA 30021 has made application for an alcohol license for Beer/Wine/Malt beverages at the convenience store 76 Food Mart, formally Mighty Money, Inc. d/b/a 76 Food Mart.

The Alcohol Review Committee (ARC) has received and reviewed the new alcohol license application. The Committee verified that zoning compliance has been confirmed, the business license has been issued, and all required on-site inspections and measurements have been completed. Background checks have been conducted; however, staff is still awaiting the results of the fingerprint/background check, which are expected to be received prior to the August 7th City Council meeting.

Ms. Mitchell provided the language of the October 2024 update to Chapter 3-54(d) of the City Code concerning alcohol.

The applicant Meseret Belete was present for questions.

This matter was discussed by the Council.

This item will be included on the next City Council Meeting agenda for discussion.

H. To discuss Chapter 3 of the Code of Ordinances pertaining to Alcoholic Beverages.

Councilmember Bell exited the meeting at 9:22 p.m.

Richard Edwards, Planning & Economic Development Director provided a brief overview of an ordinance to amend the city's alcohol sales regulations to remove outdated references to the city's zoning ordinance and to reduce proximity restrictions applicable to businesses involved in the retail sales of beer, malt beverages, and wine.

The current alcohol ordinance has restrictions based on zoning districts that are no longer active in the zoning code. These text amendments also reduce the distance requirements for retail sales of beer, malt beverage, wine, and distilled spirits for consumption on premises to encourage economic development growth in the City of Clarkston.

The following recommendations were made: remove Section 3-9 removal of the reference for outdated Zoning Districts C1, C2, and C3; remove Section 3-55 which will remove the proximity requirement for on-site consumption for churches, eliminating the distance restriction based on church location; Section 3-55 is amended to reflect no license shall be issued if a business selling beer, malt beverages, or wine for on-premises consumption is within 100 yards of a school, school grounds, public park, or library entrance; Section D is amended to reduce the distance requirement from 300 feet to 50 yards for businesses within an adult entertainment district; Section 3.7 is amended to reflect that no license shall be issued if a business is within 50 yards of a single-family home dwelling in a zoning district permitting single-family dwellings, with outdated zoning districts removed; Section 3-96 is amended to require a distance of 200 feet from school grounds, public parks, or library entrances for the retail sale of distilled spirits, removing the church requirement for onsite consumption; Section 3-96 is amended to reflect the distance requirement for on-site consumption of distilled spirits near adult entertainment establishments is reduced from within 150 feet.

The proposed changes are based on feedback from business owners who have faced difficulties due to proximity restrictions.

This matter was discussed by the Council.

This item will be included on the next City Council Meeting agenda for discussion.

Councilmember Bell entered the meeting at 9:26 p.m.

I. To discuss the Affordable Housing Assistance Program.

Councilmember Hood stated the intention was to discuss a couple points about the research conducted for the Affordable Housing Assistance Program and what the City Council is or is not inclined to do with the funds for the program. Councilmember Hood provided a brief overview of how the funds can be used providing information on first-time homeowner assistance, housing rehab and renovation, foreclosure assistance, and assistance in financing an ADU.

This matter was discussed by the Council.

Kevin Do presented public comments.

The City Manager, ChaQuias Miller-Thornton recommended deferring this item until after the Atlanta Regional Commission (ARC) Housing Study provides a report.

This item will be included on the next City Council Meeting agenda for deferral.

7. ADJOURNMENT

Vice Mayor Johnson made a motion to adjourn the meeting. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting was adjourned at 9:54 p.m.

ATTEST:

Tomika R. Mitchell City Clerk	Beverly H. Burks Mayor

CITY OF CLARKSTON

ITEM NO: 7A

CITY COUNCIL REGULAR SESSION

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Deferral

MEETING DATE: August 7, 2025

SUBJECT: To defer an ordinance to amend the Clarkston Zoning Ordinance to add definitions and use regulations for child day care, adult day care, convenient stores, grocery stores, fitness centers, and small food retail to the August 26th Work Session..

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: ☒YES ☐NO

ATTACHMENT: ☒YES ☐NO
PAGES: 7

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

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

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

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice Published in DeKalb Champion: _____

Public Hearing Held by City Council: _____

SO ORDAINED this _____day of _____, 2025.

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

_____
Tomika Mitchell, City Clerk

_____
Mayor Beverly H. Burks

Approved as to form:

_____
Stephen G. Quinn, City Attorney

STAFF ANALYSIS AND REPORT

To: **City of Clarkston Mayor & City Council**

From: **Richard Edwards, AICP**

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

Date: May 27, 2025

Purpose:

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

Background:

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

Analysis:

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

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

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

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

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

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

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

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

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

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

CITY OF CLARKSTON

ITEM NO: 7B

CITY COUNCIL REGULAR SESSION

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: August 7, 2025

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

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: ☒YES ☐ NO

ATTACHMENT: ☒YES ☐NO
PAGES: 7

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

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

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

RECOMMENDATION: Staff is recommending approval of these text amendments.

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

(e) Land use mix.

(1) The intent is to create a node of neighborhood-oriented retail, commercial, and residential services that work together to provide community needs. Non- residential developments must be of a scale and type that is compatible with the residential component of the development and the surrounding areas.

(2) A Town Center development consisting of a land area greater than one (1) acre in size shall contain at least three types of land uses and densities as identified in the table below.

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

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

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

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

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

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

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

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

Notice Published in DeKalb Champion: May 15, 2025

Public Hearing Held by City Council: June 3, 2025

SO ORDAINED this _____day of _____, 2025.

ATTEST:

CITY COUNCIL OF
CITY OF CLARKSTON, GEORGIA

_____
Tomika Mitchell, City Clerk

_____
Mayor Beverly H. Burks

Approved as to form:

_____
Stephen G. Quinn, City Attorney

STAFF ANALYSIS AND REPORT

To: **City of Clarkston Mayor & City Council**

From: **Richard Edwards, AICP**

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

Date: July 29, 2025

Purpose:

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

Background:

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

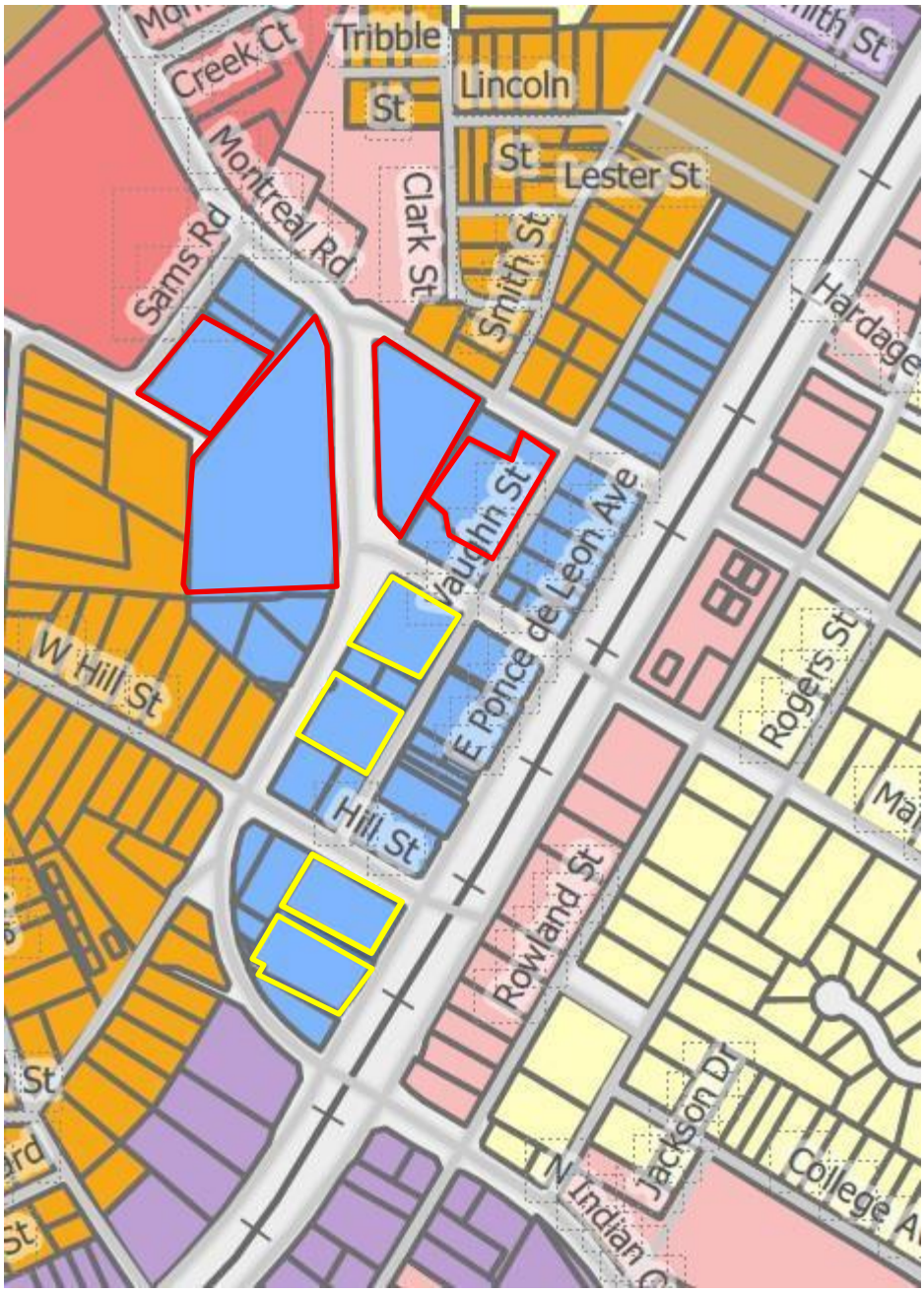
Analysis:

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

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

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

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



Red 1+ acres
Yellow 0.75-0.99 acres

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

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

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

Forest Park	UV	No minimum lot size Requires residential & commercial with minimum density requirements, see example below.

a. *Traditional downtown core:* Low-density mixed-use with retail/commercial and single-family attached.

1. *Building height:* 2—3 stories.
2. Residential density: 6—12 units/acre.
3. Residential density over twelve (12) units/acre requires a conditional use permit pursuant to section 8-8-188.
4. Commercial size: 3,000—5,000 square feet.

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

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

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

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



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

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

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

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



CITY OF CLARKSTON

ITEM NO: 7C

WORK SESSION/ CITY COUNCIL MEETING

HEARING TYPE: Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: August 7, 2025

SUBJECT: To approve a resolution declaring the City's commitment to a goal of significantly reducing serious traffic and pedestrian injuries citywide by 2035 and zero traffic and pedestrian deaths by 2040 for all users of the transportation system.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
Pages: 3

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

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

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

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

RECOMMENDATION: Adopt the Resolution

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

CITY OF CLARKSTON
where possibilities grow

CITY OF CLARKSTON

WORK SESSION/ CITY COUNCIL MEETING

AGENDA ITEM SUMMARY SHEET

MEETING DATE: August 7, 2025

ITEM NO: 7D

HEARING TYPE: Council Meeting

ACTION TYPE: Deferral

SUBJECT: To defer the initial proposal of a Traffic Calming Policy to the August 26th Work Session.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: YES ✠NO
Pages: 1

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

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

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

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

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

RECOMMENDATION:

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

CITY OF CLARKSTON
PUBLIC WORKS DEPARTMENT

TRAFFIC CALMING POLICY

Approved: _____

Traffic Calming Policy

I. Introduction

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

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

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

II. Minimum Requirements

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

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

III. Definitions

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

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

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

Department means the Public Works Department or City Engineer.

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

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

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

MUTCD means the Manual on Uniform Traffic Control Devices.

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

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

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

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

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

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

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

IV. Traffic Calming Process

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

6. Public Works will prepare a preliminary design of the proposed passive and/or active measures and prepare the formal petitions for the Neighborhood Representative to distribute for signature.

7. Public works will determine the "Area of Impact" for the proposed traffic calming measures and provide a map to identify the impacted property owners to obtain signatures.

8. To show awareness and consensus for the proposed traffic calming plan, the neighborhood must submit a petition to Public Works with signatures of 70% of the property owners approving the proposed plan (see Appendix B for example petition forms)

9. Public Works shall verify the signatures on the petition and, once verified, will develop a final project design and cost, based on the suggested passive and/or active measures.

10. Final design and cost for any active measures will be presented to the Mayor and City Council for funding and approval consideration.

11. The City will fund 100% of the cost-necessary for construction of any active or passive traffic calming measures. Funding available for the construction of active or passive traffic calming measures will be limited to the amount budgeted for Traffic Calming for that current fiscal year and allocated to neighborhoods in the order that their petition is approved by the City Council. Any neighborhoods that are approved for the construction of active or passive traffic calming measures after the current year's budget has been expended will be funded out of future year's budgets in the order that their petition was approved by the City Council

12. Passive measures and/or any needed modifications or temporary measures may be implemented and studies for effectiveness before active measures are installed.

13. Upon City Council approval and the allocation of funds in the City budget, the traffic calming project will be implemented at the direction of the City Manager.

14. Each property in the affected area will be assessed on their **property tax bill a $20 fee for each traffic calming device** for purposes of maintenance of the Traffic Calming Devices, beginning the year after the devices are installed. Each year this fee will be included on the property tax statement for those within the traffic calming impacted area. Maintenance could include tasks such as restriping, sign replacements, damage or normal repairs to the traffic calming device, to name a few.

15. Within 6 months of project installation, Public Works staff may conduct follow-up studies to measure project effectiveness

16. In the case of resurfacing, some types of traffic calming devices may need to be removed in order to properly asphalt resurface a street. Existing traffic calming devices will be considered as grandfathered and will be replaced with following completion of the resurfacing project. No additional neighborhood funding or petitions will be required with existing traffic calming devices.

IV. Removal of Traffic Calming Devices

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

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

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

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

Appendix A – Sample Petition Letter and Forms

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

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

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

CITY OF CLARKSTON DEPARTMENT OF PUBLIC WORKS

TRAFFIC CALMING PROGRAM INITIAL INTEREST PETITION FORM

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

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

THE REQUEST PROCESS

All interested residents on the street(s) should be canvassed and given opportunity to express their interest and support for traffic calming measures by signing this request form to have the neighborhood evaluated by the Traffic Calming Program. Residents representing a minimum of **50%** + one (1) of the properties on the street must sign the petition indicating that they are in favor of having their community evaluated before the street can participate in the Traffic Calming Program.

Interested parties obtaining signatures on this petition will have **60** calendar **days** from the date of issuance to respond, otherwise the request for traffic calming assistance under this program will be automatically rejected. Areas meeting qualification requirements will have their street(s) placed on this program's request list for studies and surveys under the Traffic Calming Program.

ADDITIONAL INFORMATION

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

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

RETURN COMPLETED FORMS TO:

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

CITY OF CLARKSTON TRAFFIC CALMING PROGRAM INITIAL INTEREST PETITION FORM

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

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

STREET/AREA:

1. _____
Print Name **(Last, First)**

_____
Street Address

_____
Daytime Telephone Number

_____
Signature

2. _____
Print Name **(Last, First)**

_____
Street Address

_____
Daytime Telephone Number

_____
Signature

3. _____
Print Name **(Last, First)**

_____
Street Address

_____
Daytime Telephone Number

_____
Signature

4. _____
Print Name **(Last, First)**

_____
Street Address

_____
Daytime Telephone Number

_____
Signature

5. _____
Print Name **(Last, First)**

_____
Street Address

_____
Daytime Telephone Number

_____
Signature

6. _____
Print Name **(Last, First)**

_____
Street Address

_____
Daytime Telephone Number

_____
Signature

7. _____
Print Name **(Last, First)**

_____
Street Address

_____
Daytime Telephone Number

_____
Signature

8. _____
Print Name **(Last, First)**

_____
Street Address

_____
Daytime Telephone Number

_____
Signature

DUPLICATION OF THIS FORM IS AUTHORIZED IF BOTH SIDES ARE COPIED

NEIGHBORHOOD REPRESENTATIVE

BY: _____
Print

_____
Signatur

e WITNESS:_____
Print

_____
Signature

ATTEST: (notary public

_____
seal) Print

CITY OF CLARKSTON

(to be completed by staff)

Traffic Calming Program

DATE:_____, 202___

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

PETITION PROCESS ON THE OTHER SIDE

CITY OF CLARKSTON

TRAFFIC CALMING

TRAFFIC CALMING PETITION AND COVER LETTER

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

THE PETITION PROCESS

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

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

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

ADDITIONAL INFORMATION

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

RETURN COMPLETED PETITIONS TO:

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

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

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

COVER SHEET ON THE OTHER SIDE

CITY OF CLARKSTON TRAFFIC CALMING PETITION **PAGE_____OF _____**

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

Street Name _____ Subdivision Name _____

1.

No ___ Yes ___

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

Home Address: Home Address:

Telephone Number: Telephone Number:

Signature _____ Signature _____

2.

No ___ Yes ___

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

Home Address: Home Address:

Telephone Number: Telephone Number:

Signature _____ Signature _____

3.

No ___ Yes ___

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

Home Address _____ Home Address:

Telephone Number:

Signature _____ Signature _____

4.

No ___ Yes ___

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

Home Address: Home Address:

Telephone Number: Telephone Number

_____ _____

NEIGHBORHOOD REPRESENTATIVE

BY: _____ Print _____ Signature	WITNESS:_____ Print _____ Signature ATTEST: (notary public seal)

ALL PETITIONS MUST BE SUBMITTED ON OFFICAL CITY PREPRINTED FORMS

CITY OF CLARKSTON

WORK SESSION/ CITY COUNCIL MEETING

AGENDA ITEM SUMMARY SHEET

MEETING DATE: August 7, 2025

ITEM NO: 8A

HEARING TYPE: Council Meeting

ACTION TYPE: Approval

SUBJECT: To consider for approval a resolution awarding a professional consultant services agreement to the most responsive and responsible bidder, AtkinsRealis Usa, Inc. for concept design services for the "Phase I Greenway Trail" Project in the amount of $499,810.55 to be funded out of SPLOST II.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ✠YES NO Pages: 32

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

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

The Brooks Act outlines the process for selection of civil engineering consultant services when federal funds are anticipated to be applied to any phase of a construction project. The Brooks Act is also included in the City's Procurement Policy for Professional Engineering Services. The Brooks Act provides for a process of shorting listing the highest ranked technical firm followed by requesting a fee from that firm, and finally negotiating a scope and fee with that single firm.

On all GDOT funded or potentially funded projects, there are 4 phases of plan development; Concept, Preliminary, Final and Right-of-Way Acquisition. Scope and Fee were provided by ATKINS for all 4 phases. Without detailed surveying and some level of design and field investigations, there exists a level of uncertainty with the final trail footprint and costs for 100% complete design plan development. Consequently, the City Engineer has asked ATKINS to provide **only the Concept Phase Fee & Scope at this juncture.** The completion of the Concept Phase will provide City Council a more refined scope of improvements which will allow the City Engineer to negotiate a final fee with ATKINS to prepare the Preliminary, Final and Right-of-Way plans. The City Engineer will bring back to council a negotiated scope and fee for these remaining 3 phases of plan development early next year.

NEED/ IMPACT: The SPLOST II Program of projects includes funding for transportation engineering design in the amount of $700,000 for Phase I of the Greenway Trail project. Phase I of the project will be approximately .8 mile in length with project limits from Montreal Road to Wild Circle and will generally follow the DeKalb Sanitary Sewer line easement with side paths; i.e. trail spur connections, to various apartment developments. There are a total of 11 parcels of land where surveying will be required.

RECOMMENDATION:

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

3 shortlisted firms. A scoring matrix was developed for the Recommendation Committee to apply in assessing the Qualifications and Technical Proposals.

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

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

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

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

The Fee (cost proposal) and Scope of work for the Concept Phase only (as outlined above) was negotiated with ATKINS. The negotiated Fee is $499,810.55.

NEXT STEPS

The City Engineer met with ATKINS representatives on July 24 & 25 to develop the Concept Phase scope of work & negotiated fee.

With Council approval, a Concept Phase contract will be developed for approval at the August Council meeting. If council approves of the contract, a kickoff meeting will be held in late August and surveying commencement in the Fall of 2025.

The City Engineer will note that the fee for the subsequent contract; i.e. Preliminary/Final/Right-of-Way Plan Development, will exceed the remaining SPLOST II Phase I dollars budgeted for this project. Once the Concept Phase work is completed, the remaining funds will be ($700,000 - $499,810.55 = $200,189.45). The estimated additional fees will be on the order of $500,000 or estimated total of $700,000 to complete the remaining plans. Right-of-way acquisition is not included in this cost to complete the plans. It is anticipated that a significant percentage of land required for the “spur” connections will be donated.

Refer to the attached council approved 2023 SPLOST II Program outlining funding per category and the April 2024 council approved 3 year SPLOST II bonded project listing. Also refer to the Concept Design Scope of Work, a cost breakdown of all the Concept Design tasks, the Concept Design Schedule and the draft agreement

Attachments: 2023 SPLOST Program

2024 SPLOST “bonded” projects

Draft Agreement with ATKINS

Concept Scope of Work and Map of Project Limits

Cost Proposal

Concept Schedule

2023 SPLOST PROGRAM

CITY OF CLARKSTON
SPLOST II 2023 PROJECT LISTING

Categories	Project Name	SPLOST	Category % for SPLOST
ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS	North Indian Creek/Montreal Road Diet	**$ 3,500,000**	
	"Safe Streets for All" Planning Grant Matching Funds	**$ 300,000**	
	Mell Ave Operational and Safety Improvements	**$ 1,500,000**	
	Reconnecting Community Pilot Discretionary Planning Grant	**$ 150,000**	
	Milling & Resurfacing Various City Streets-Start with Jolly Ave	**$ 612,587**	
	Greenway Trail	**$ 2,200,000**	
	More crosswalks on North Indian Creek; pedestrian crossing	**$ 285,000**	
	Various Neighborhood Traffic Calming - College Ave Proposed	**$ 100,000**	
	Various Sidewalk Installations and/or Replacements	**$ 200,000**	
	Norman Rd Dam Replacement-Planning and Design Work	**$ 1,500,000**	
TOTAL - ROAD, STREET AND BRIDGE PURPOSES, INCLUDING SIDEWALKS AND BICYCLE PATHS		**$ 10,347,587**	**60.0%**
A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY	Family friendly parks in the Jolly/Mell Ave area and Teen Recreation and other pocket parks on th north side of EPDL	$ 1,699,196	
	Upgrades to 40 Oaks House/Park	$ 750,000	
	Upgrades to Milam Park Pavillions/Bathroom Facilities	$ 500,000	
	Splash Station/Pad	$ 500,000	
TOTAL - A CULTURAL FACILITY, RECREATIONAL FACILITY OR HISTORIC FACILITY		**$ 3,449,196**	**20.0%**
A COURTHOUSE; ADMINISTRATIVE BUILDING; CIVIC CENTER	Police Station/City Hall Begin Needs Assessment, Planning, Land Acquistion,Architechture Design	**$ 2,241,977**	**13.0%**
PUBLIC SAFETY FACILITIES, AIRPORT FACILITIES AND/OR RELATED CAPITAL EQUIPMENT	Police Vehicles & Equipment six years	**$ 1,207,218**	**7.0%**
GRAND TOTAL ESTIMATED		**$ 17,245,978**	**100.0%**
EXPECTED SIX YEAR SPLOST COLLECTIONS		**$ 17,245,978**	

2024 SPLOST “BONDED” PROJECT

SPLOST II

PROJECTS PROPOSED FOR 3-YEAR BOND FUNDING

PROJECT ANALYSIS

(revisions based on updated info and council input)

3/22/2024 (revised 4/2/2024)

Cultural Facility, Recreational Facility, or Historical Facility				
Project Name	**Location**	**Cost Estimate**	**Issues to Discuss**	**Implementation Steps**
Park/Recreational Land	3520 Montreal Creek Ct • parcel #18 118 03 029 • 2.6 acres purchased 2023 • **Refer to Exhibit A**	TBD based on council decision on use; est. $ allocation of $949,000	• Land purchased for possible duel use for public works and recreation/park • Parcel abuts future Greenway Trail currently in planning phase • Approx. 50% in floodplain • Cost estimate for site preparation only (grading, driveways, storm water)– excludes recreation or PW facility costs • Passive park – parking? Playground equipment? • Public Works yard? • Refer to the SPLASH pad project below for costs	• If decision is to move forward, RFP for park design services will be prepared and advertised. • ***If the decision is to include all city owned land for future park/recreational uses, staff would recommend combining all sites into one Park Design Services" RFP which will result in lower design fees***
Park/Recreational Land	3601 Cobble Mill Lane • Parcel #18 119 11 086 • 2.9 acres adjoining Friendship Forest Wildlife Sanctuary (FFWS) • Located within Wildcreek Apartment Complex (Wild Circle – private drive) • **Refer to Exhibit B & B-1**	$250,000	• Parcel abuts future Greenway Trail currently in planning phase • Private road and apartments – public use for parking and access will require owner permission. Liability issues. Cost to build parking • Access from FFWS with a pedestrian bridge possible • Parking availability at East Ponce entrance into FFWS for public park use will be problematic – insufficient capacity • Parcel is 100% in floodplain; 1% chance of flooding any - given year. • **Passive park only – no building structures allowed; except trails/boardwalks/etc. – cost for bridge over South Fork Peachtree Creek and benches/trails - $250k**	• Aforementioned discussion
Milam Park Renovations	• Norman Road	$500,000	• Scope to include remodeling existing bathrooms (standalone and rock house • New playground equipment? • Upgrades to pavilions? • Additional Lighting? • Remove all pine trees in high public use areas (safety issue) and replant with new shade trees (tree bank use?) • Parkside development trail easement and access into Milam • Soccer field modifications and maintenance • Upper parking lot resurfacing • Estimated $500k	• Aforementioned discussion
40 Oaks Upgrades	• Market Street	Variable From $650k to $900k	• Renovate existing home ($600k); remove existing and construct smaller structure ($500k) • Improve trail system, parking & lighting - $300k • Plaque memorializing history of the farm house and use of the land since 1901	• Several scopes of work developed and architectural fees, including site visits by council, over the past 3 years • Decision on renovation or demolition – RFP for either

				approach
Splash Station/Pads	• Possible sites TBD	$900,000	• **Land costs (unless city owner parcel)** for parking/bathroom facility/small office/splash pad footprint – cost TBD – **not included in the $900,000** • Consider location in an area underserved by city amenities but not isolated. Suggest development of pro's/con's for each site • Location possibilities; (a) Milam Park remove one pavilion with other adjacent land – parking at upper level - restripe (b) BOE property next to CCC – prior discussions not successful (c) Vaughan St city parcel – parking will be a problem (d) 3489 West Hill Street parcel – house and land purchase – 6.6 acres; mostly in floodplain – **Refer to Exhibits F & F-1** (e) 3520 Montreal Creek Ct – city purchased parcel • 3000 SF site development for small adm. office, splash pad, paved parking, fencing • Splash pad amenity could offer water play options such as motion sensors, a fountain spray, ground geyser, jet stream, magic mist, etc; Need small adm. office, splash pad will cost approx. $900k. Excludes land development costs • SOP required; SPLASH pad high maintenance and high injury rates; staffing and vandalism issues • Potential sites developed – hold public outreach meeting for citizen input	• Pending council decision
	TOTAL (bond allocation)	**$3,449,196**		
Road, Street, and Bridge Purpose, Including Sidewalks and Bike Paths				
Safe Streets for All (SS4A)	Citywide Pedestrian and Vehicular Safety Action Plan	$300,000	• Match funds on USDOT grant	• Retreat discussion on breadth of grant and rethinking development practices and public engagement on all infrastructure projects going forward on vehicular and pedestrian safety • Grant implementation wide ranging influence • City currently completing US DOT agreement form; will require US DOT officials to review/edit and then send to City attorney • Next Steps - prepare RFP - Anticipate advertising mid-summer • Potential RFP Review Committee members; Mayor, city manager, city project engineer, non-profits, city EDI officer, ARC • Implementation funding in 2 years – cannot apply without an approved Safety Action Plan • DeKalb received a Safety Action Plan – did not send grant application to the city. City sent its application toe county in 2022. Issues with lack of coordination for the NIC corridor – need to ensure that Safety Action Plan recommendations are not contradicting on the NIC corridor. City send email to the county weeks ago asking for meeting to discuss.

Mell Ave/Northern/Church/East Ponce de Leon Safety and Operational Improvement	Mell at Church/East Ponce de Leon @ CSX RR	$650,000	• Finish design and construction plans - $350k • Acquire Right-of-Way - $300k (not before federal approval – may occur within 3 years) • **Construction will not occur within 3 years – no funding allocation – reduce from $1.5 M to $650,000 (use the difference on more resurfacing or recreational site land purchases)**	• State will not support funding partnership currently • Staff to submit intersection to ARC Transp. Improvement Program (TIP) during spring 2025 project solicitation process • LAP certification city staff must proceed this year • Hold public meeting spring 2024 to show schematic and renderings – developing renderings now
EPDL/Church Street Sidewalk Construction		$800,000	• Complete PH II of the SPLOST 07 project • A portion of the project is within unincorporated DeKalb • Pending IGA with DeKalb – arrival in March/April time frame • **Refer to Exhibit C**	• Next steps – negotiate unit prices with existing contractor or rebid • Proceed with construction and complete by end of 2024 • Need to acquire small area of R/W from Kentucky Fried Chicken corner to improve radius – trucks unable to maneuver through intersection
Milling and Resurfacing Streets		$700,000	• Combine SPLOST with LMIG – 2 years of rollover for approx. $180K & in addition to the new state funding with no local match - $138k; budget of approx. $$1,108,000 • **Refer to Exhibit D**	• Prepare Invitation to Bid (ITB) and advertise to-bid this summer • Project selections for milling and resurfacing; Refer to Exhibit D
Crosswalks on North Indian Creek/Pedestrian Crossing	Various locations on North Indian Creek	$285,000	• Recommend limited planning or safety installations – SS4A grant incorporates this corridor with the citywide Safety Action Plan	• Recommend limited planning or countermeasure installations – SS4A grant incorporates this corridor with the citywide Safety Action Plan • **Potential re-allocation of some SPLOST funds from this category**
Neighborhood Traffic Calming – College Ave	College Ave from Rogers St to Market Street	$100,000	• Resurfacing and granite curb reset necessary if council approves this project • Inadequate budget if C&G work is undertaken	• Advertise to-bid combined project; granite reset-resurface-traffic calming • Type of traffic calming?
Various Sidewalk/ADA Installations or Replacements	(a) Church St; 3895 Church to Market (b) Remove asphalt sidewalk on Church – near Park North (c) Brockett Road ADA improvements (d) Jolly Ave (south) from Rowland to City limits	$200,000	• Few locations on city r/w where new sidewalks are needed (exclusive of residential streets) • Church Street sidewalk (from Woman's Club to Market) and Brockett Road ADA improvements were included in the 2024 LMIG submittal. **Refer to Exhibit E.** • Correct 3 ADA ramps on North Indian Creek between Rogers and Jamison (minor cost) • Jolly will require GA Power pole relocations and drainage upgrades • IGA with county to ensure county extends sidewalk up to city limits – west side	• Prepare bid package and advertise • Projects identified will exceed the estimated $200,000 budgeted
Greenway Trail Design Plans – PH I & II	(a) East Ponce de Leon to Tucker City Limits (east city limits near Peachtree Creek Apartments)	$700,000	• Council decision on PH I and/or PH II – if both phases additional design fees needed • Design duration 2 years • Complete design plans to allow for identification of easements/land to be purchased • Pursue federal funding for design phases after SPLOST funding (Warnock/Ossoff)	• Be prepared to submit to ARC for construction funding in FY 27/28 – for one or both phases • Need to identify land to be acquired • Hold public engagement meetings citywide during various stages of design plan preparation

			• Use SPLOST for initial phase (low hanging fruit – show progress to various funding agencies; i.e. ARC and US DOT)	
Norman Road Dam Planning/Design	Norman Road – dam at Clarkston Lakes	$300,000 (planning/design only)	• Consider including Clarkston Lakes uses in the scope of the dam rehabilitation/replacement project • "Uses" could consider lakes as a city stormwater enhancement project (EPD grants) and a city amenity provided easement and ownership questions can be resolved. Liability issues to the city. • Lake likely will need to be drained if dam reconstruction or rehabilitation occurs – Clarkston Estates stakeholder outreach necessary • Discussions with DeKalb on possible construction partnership • Pursue EPD funding	• Can prepare design/planning RFP for the council selected scope by this summer with firm under contract by late summer
	TOTAL **(bond allocation of $4,097,587)**	**$4,097,587**		

DRAFT AGREEMENT

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is entered into this _____day of 20_____ by and between AtkinsRealis USA INC. ("CONSULTANT") and the City of Clarkston, Georgia, a municipal corporation of the State of Georgia ("CITY"). For convenience, the CONSULTANT and the CITY may sometimes be referred herein collectively as "parties" and individually as a "party".

WITNESSETH

WHEREAS, CITY desires to engage CONSULTANT to provide Phase I Greenway Trail Concept Design Services as more fully described in the CONSULTANT Services Agreement; and

WHEREAS, CONSULTANT agrees to provide such work and services for the CITY in accordance with the terms of this Agreement; and

WHEREAS, CONSULTANT shall adhere to the Georgia Department of Transportation (GDOT) Plan Development Process (PDP) throughout the Concept Phase development and associated deliverables as outlined in the Agreement; and

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

I. Employment of CONSULTANT

(a) CONSULTANT submitted separately a Qualifications Proposal, a Technical Proposal, a Negotiated Concept Design Scope of Work, a Concept Design Phase Schedule and a Negotiated Fee Proposal, which is the basis for this Agreement and is attached hereto as Exhibit A, B., C, D, and E, respectively

(b) CITY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the scope of work for the Concept Phase (final negotiated between the CITY and CONSULTANT) set forth in EXHIBIT C attached hereto.

(c) Notwithstanding anything to the contrary contained in this Agreement, CITY and CONSULTANT agree and acknowledge that CITY is entering into this Agreement in reliance on CONSULTANT's special and unique abilities. CONSULTANT acknowledges that CONSULTANT shall be solely responsible for determining the methods for performing the services under this Agreement in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, and ordinances. The CONSULTANT warrants, represents,

covenants, and agrees that all of the work to be performed by the CONSULTANT under or pursuant to this Agreement shall be done (i.) with the CONSULTANT skill and care ordinarily provided by competent transportation planners and engineers for PDP design of trail projects; that includes surveying, database development, design, environmental resources assessment, public outreach and engagement, whereby CONSULTANTs practicing in the same or similar locality and under the same or similar circumstances and applicable CONSULTANT license; and (ii.) as expeditiously as is prudent considering the ordinary CONSULTANT skill and care of a competent transportation planners and engineers.

(d) CONSULTANT will be responsible for supplying all tools and equipment necessary for CONSULTANT to provide the services.

(e) Time is of the essence and CONSULTANT shall diligently complete all services in a timely manner consistent with the Standard of Care identified in Section II below and the Concept Phase Project Schedule attached as Exhibit D hereto. Notwithstanding any other provision of this Agreement, the CONSULTANT shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the CITY, third parties, or governmental agencies.

II. **Standard of Care.** Scope of Work performed by Consultant under Exhibit C shall be performed in accordance with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing at the same time in the same location, and in compliance with applicable federal, state, and local statutes, rules, and regulations published and in effect as of the date of this Agreement. Consultant further represents all personnel providing services or Work on the Project shall be properly experienced, professional, competent, and properly licensed and qualified in all governmental jurisdictions in which the Work is to be performed. Upon request by CITY, Consultant shall furnish such evidence as CITY may require relating to the qualifications of its personnel and the Consultant's ability to perform fully its Work in accordance with the Contract. Unqualified Consultant personnel, or Consultant personnel otherwise reasonably objected to by CITY, shall be promptly replaced. All labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken and will yield only quality results in compliance with a scope of work and service. Consultant will at all times in good faith perform the Work. Any and all Work not conforming to these requirements shall be considered defective and shall constitute a breach of the Contract. The obligations in this Agreement shall be deemed cumulative and shall not be deemed alternative or exclusive, nor shall they be deemed to alter or limit any other. The CITY shall not be liable or responsible for the accuracy of the Work or any error or omission in any phase of the Work. The Consultant shall have the sole liability and responsibility for its Work and that it is in federal, state, and local compliance, and that neither the CITY nor any other governmental entities are out of compliance due to the Consultant's failure to perform the Work in accordance with the standard of care set described herein.

III. **Correction of Work**: Prior to Final Payment hereunder, Consultant shall promptly correct Work rejected by CITY in accordance with the terms of this Agreement or known by Consultant to be defective or failing to conform to the requirements of the Contract measured by Section II above, above (herein referenced as "Standard of Care"). Subject to the terms of this Agreement, Consultant shall bear costs of correcting such rejected Work. If Consultant fails to correct nonconforming Work as required or fails to perform the Work in accordance with the Contract and the Project is not yet complete, CITY may, by written order, direct Consultant to stop the Work, or any portion thereof, until the cause for such order has been eliminated. If Consultant defaults or neglects to carry out the Work in accordance with the Standard of Care and fails within five (5) business days after receipt of written notice from CITY to commence and continue correction of such default or neglect with diligence and promptness, CITY must give a second written notice to Consultant and, seven (7) days following receipt by Consultant of that second written notice and without prejudice to other remedies, CITY may correct such deficiencies and charge the actual cost thereof to Consultant. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to Consultant, CITY's actual costs of correcting such deficiencies

IV. **Compensation.** The CITY agrees to pay the CONSULTANT for all fees and expenses for all Concept Phase Services in an amount not to exceed Four Hundred Ninety-Nine Thousand Eight Hundred Ten Dollars and Fifty-Five Cents ($499,810.55) as set forth in EXHIBIT E. This contract amount of $499,810.55 is the Cost-Plus Fixed Fee Not-to-Exceed amount and will include all miscellaneous expenses such as printing, etc. CONSULTANT shall submit an invoice to the CITY, no more frequently than once per month, based on time and expenses basis. Each invoice shall be for the prior month's work tasks and accompanied by a progress report for the services provided that month. Payment will be made by the CITY within forty-five (45) days of receipt of an invoice from CONSULTANT. No rate escalations during the duration of the Agreement will be allowed by the CITY.

Invoicing shall include supporting cost details; a breakout of all costs including direct labor, indirect costs and other direct costs. Further details such as hours, rate per hour, labor classifications, etc. must be included.

V. **Project Schedule and Deliverable Dates.** Exhibit D reflects the various tasks and services to be delivered for the city approved duration. If the milestones for each deliverable in Exhibit D are not met, the CONSULTANT will be required to provide the CITY with a revised schedule that satisfies the CITY.

VI. **Appropriation of Funds.** The City has appropriated sufficient funds for Phase I Concept Design Services.

VII. **Merger Clause.** This written agreement, which includes Exhibit A - the CONSULTANTS Qualifications Proposal, Exhibit B – Technical Proposal, Exhibit C

– Negotiated Scope of Services, Exhibit D – Concept Phase I Schedule, and Exhibit E – Negotiated Fee Proposal, constitute the entire Agreement of the parties. No other promises or consideration are a part of this Agreement.

VIII. **Changes.** CITY may, from time to time, require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the CONSULTANT, shall be incorporated in written amendment to this Agreement. No changes to the fee will be allowed by the CITY. Any change, alteration, or addition to the terms and conditions set forth in this Agreement must be in the form of a written Amendment signed by both Parties.

IX. **Identity of the Consultant.** CONSULTANT acknowledges that one of the primary reasons for its selection by the CITY to perform the duties described in this Agreement is the qualifications and experience of the principal personnel whom the CONSULTANT has represented in the submitted proposal will be responsible therefor. As such, the City reserves the right to reject any of the CONSULTANT'S personnel or proposed outside professional sub-consultants, and the CITY reserves the right top request acceptable replacement personnel be assigned to the project.

X. **Assignment.** The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Agreement or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the CITY in writing.

XI. **Documents to be Provided by the CITY.** CITY shall furnish the CONSULTANT with all available information and data CONSULTANT requests pertinent to the execution of this Agreement. CITY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.

XII. **Ownership of Documents and Intellectual Property.** All reports, plans, specifications, renderings, computer files and other documents prepared by CONSULTANT for which CONSULTANT has been compensated pursuant to this Agreement shall be the property of the CITY. CONSULTANT shall obtain approval from the CITY prior to the use by the CONSULTANT of any project documents for marketing, professional seminars or related uses. CONSULTANT will deliver to the CITY copies of the prepared documents and materials periodically throughout the project duration and at the project completion. CONSULTANT shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. CONSULTANT may make copies of any and all such documents and items and retain same for its files. CONSULTANT shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than CONSULTANT subsequent

to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.

XIII. **Term of Agreement.** This agreement will expire on _____.

XIV. **Termination for Convenience by the CITY:**

(a) The CITY may for any reason whatsoever terminate performance under this Agreement by the Consultant for convenience. The CITY shall give written notice of such termination to the Consultant specifying when termination becomes effective, which must be a minimum of thirty (30) days from the date the Consultant receives the written notice.

(b) This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds or other revenues are no longer available to satisfy the obligations of the CITY under this Agreement.

(c) The Consultant shall incur no further obligations in connection with the Work and the Consultant shall stop Work when any such termination notice is received from CITY. The Consultant shall also terminate outstanding orders and subcontracts and reasonably mitigate against any costs or losses associated with the termination of such affected orders and subcontracts.

(d) The Consultant shall transfer title and deliver to the CITY such completed or partially Work, including but not limited to hard copies and electronic copies, renderings, visualization files, survey database files and related materials.

(e) Within thirty (30) days after its termination for convenience, the Consultant shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. The claim shall be signed by an officer of the Consultant under oath and under penalty of perjury. If the Consultant fails to file a complete and proper termination claim within the time required herein, any claim for termination shall be deemed waived and no further sums will be due the Consultant. The total sum to be paid the Consultant, as outlined in Exhibit E, shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made and amounts not due for Work that has not been performed, and shall in no event include duplication of payment. Payment of the sums due hereunder shall constitute full and complete satisfaction of all sums due Consultant for the termination of the Contract for convenience.

XV. **Termination for Cause.** If Consultant breaches any provision of this Agreement, CITY may give notice to Consultant of such breach in writing. If the breach is not cured within ten (10) days of receipt of such notice (or, in the case of a breach which cannot reasonably be cured within 10 days, if the Consultant does not promptly commence to cure the breach and thereafter diligently prosecute the cure to completion), Consultant

shall be in default hereunder and CITY may elect to terminate the Agreement, or to continue the Agreement subject to receiving adequate assurances of performance from Consultant. In the event that CITY terminates this Agreement pursuant to this Section, CITY shall not be required to make any payments to Consultant with respect to material that has not been delivered or Work that have not been performed as of the date of termination. If the sum of all previous deposits and payments under this Agreement with respect to the Work so terminated exceeds the amount owed to Consultant with respect to material that has been delivered and Work that have been performed as of the date of termination, the excess shall be immediately refunded to CITY.

XVI. **Suspension of Work by the CITY.** The CITY may, by written notice, direct the Consultant to suspend all or any part of the Work under this Agreement for such period of time as may be determined by the CITY to be necessary or desirable for its convenience. If such suspension causes additional cost to Consultant or delays the progress of the Work and is due to something other than the failure of the Consultant to correct the Work as required by this Agreement or carry out the Work in accordance with this Agreement, then the Consultant will be entitled to additional compensation and a time extension in accordance with the provisions of this Agreement. Adjustments to the Contract Price and/or Contract Time will be based on actual costs and actual days lost resulting directly from the suspension. In no event shall the Consultant be entitled to any prospective profits. Any claim by the Consultant for an adjustment hereunder must be asserted within thirty (30) Days from the date of a start order for resumption of Work.

XVII. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties

XVIII. **CITY not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the CONSULTANT.

XIX. **Final Decisions.** Serving as a CONSULTANT to the CITY, CONSULTANT shall advise all parties that final decisions shall be made by the City Council, City Manager and/or designee.

XX. **Indemnification.** For all matters related to its professional services, CONSULTANT shall indemnify and hold harmless the CITY, its Councilmembers, Mayor, officers, and employees from all liability and damages, including attorney's fees and costs of

litigation, to the extent arising out of negligent acts, errors, and omissions of Consultant, its agents, servants, or employees.

For all other matters, Consultant shall indemnify, defend, and hold harmless the CITY, its Councilmembers, Mayor, officers, and employees, from and against all liability, causes of action, claims, costs, damages, demands, expenses, fines, judgments, losses, penalties or suits, which may arise by reason of death or injury to persons or property, to the extent caused by or resulting from Consultant's negligence, intentional tort, intellectual property infringement, or failure to pay a sub-consultant, its agents, or consultants under contract, or any other entity over which CONSULTANT exercises control. Consultant will, at its own cost and expense, defend and protect CITY against any and all such claims and demands that are unrelated to its professional services.

The indemnification under this section shall include Consultant's obligation to provide all reasonable attorneys' fees and costs, court costs, and settlement costs incurred by CITY in connection with a claim covered by this section.

The CONSULTANT'S obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONSULTANT under this agreement. This provision shall survive the termination of this agreement.

XXI. Required Insurance Coverage and Limits. Consultant shall, at its sole expense, obtain and maintain the following minimum insurance coverages issued by an insurance company authorized to do business in the State of Georgia with a minimum A.M. Best rating of "A VII" and reasonably acceptable to the CITY. Insurance provided by Consultant shall be primary and non-contributory coverage and shall be endorsed accordingly. CITY shall be granted a waiver of subrogation on all applicable insurance carried by Subconsultants. Consultant shall provide certificates of insurance and Endorsements evidencing these coverages to CITY upon execution of this Agreement.

(a) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.

(b) Commercial General Liability Insurance including Bodily Injury and Property Damage in an amount of not less than Two Million Dollars ($2,000,000) in the aggregate and One Million Dollars ($1,000,000) per occurrence.

(c) Automobile Liability Insurance in an amount not less than One Million Dollars ($1,000,000) in the aggregate and One Million Dollars ($1,000,000) per occurrence.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work.

(e) Employers' Liability Insurance in the minimum of One Million Dollars ($1,000,000) each incident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit.

(f) Professional Liability Insurance in the minimum of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

(g) Umbrella and/or Excess Liability Insurance in the minimum of One Million Dollars ($1,000,000) over and above the underlying required coverages of Commercial General Liability, Professional Liability, and Auto Liability coverage.

Consultant shall provide CITY a minimum thirty (30) days written notice prior to any material change in insurance coverage. Said commercial general liability, auto liability and umbrella liability insurance policies shall name CITY as an additional insured.

All insurance requirements shall be maintained in full force and effect during the life of the Agreement and shall cover liability resulting from Consultant's neglect in Services and Work regardless of when claims are made, during completion of the Services.

XXII. Waiver. A waiver by either Party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

XXIII. Severability. The Parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any Agreement provision shall not affect the validity of any other provision or provisions of this Agreement.

XXIV. Audits. At any time during normal business hours and as often as the CITY may reasonably deem necessary, the Consultant shall make available to the CITY, federal, state, or local government and/or their agencies and representatives for examination all of its records with respect to the Work and all matters covered by this Agreement. It shall also produce for inspection and permit the foregoing and/or their agencies and representatives to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to the Work and all matters covered by this Agreement.

Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to a Project and shall make such material available at all reasonable

times during the period of the Agreement, and for three (3) years from completion of the Work for the Project, for inspection by the CITY or any federal, state, or local reviewing agencies, and copies thereof shall be furnished upon request. Consultant agrees that the provisions of this Section shall be included in any agreements it may make with any Sub-consultant, assignee, or transferee.

XXV. **Agreement Not to Discriminate.** During the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment, subcontractor, qualified client, or recipient of services, because of race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any Work covered by the Contract so that such provision will be binding upon each Sub-consultant, providing that the foregoing provisions shall not apply to contracts or Sub-consultants for standard commercial supplies of raw materials.

XXVI. **Conflict of Interest.**

(a) Consultant's Interest: The Consultant agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its Services hereunder. The Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

(b) Interest of Public Officials: The Consultant will not, directly or indirectly, attempt in any manner to hire or attempt to hire or cause or otherwise encourage any employee of the CITY to leave the employ of the CITY in order to work for the Consultant or another entity.

XXVL. **Anti-Kickback.** Salaries of engineers. planners, administrative staff, CAD operators, Consultants, and technicians performing Work under this Agreement shall be paid by Consultant unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are allowed by law. The Consultant hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering Work under this Agreement.

XXVII. **Verbal.** No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or

conversation entitle Consultant to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Section VIII above, or by written Amendment.

XXVIII. Notices. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery in writing, by mail (registered or certified), postage prepaid with return receipt requested, or by a recognized overnight delivery service to the following addresses, or address changes subsequently provided to the other Party in writing:

If to the City:

City of Clarkston
736 Park North Boulevard
Suite 120
City of Clarkston, Georgia 30021
ATTN: Mayor Beverly H. Burks

If to the Consultant:

AtkinsRealis USA Inc.
1600 RiverEdge Parkway NW
Suite 700
Atlanta, Georgia 30328
ATTN: R. Brian Bolick, P.E.

XXIX. Informal Dispute Resolution. The Parties shall attempt in good faith to resolve all disputes arising under the Contract promptly by negotiation as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties with appropriate decision-making authority shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. More than one meeting to negotiate a resolution of the dispute may be held. However, if, within forty-five (45) days after the initial notice of dispute, the Parties are not successful in resolving the dispute through negotiation, then the Parties agree that the dispute may be resolved by Litigation as provided in Section XXIX below.

In the case of any dispute arising under the contract, CONSULTANT shall proceed diligently with performance of the Work pending final resolution of the dispute, and CITY

shall continue to make payments to CONSULTANT in accordance with the Agreement for those portions of the Work completed that are not the subject of dispute.

XXX. Litigation. As a condition precedent to the filing of any legal action by Consultant against the CITY arising out of or relating to this Agreement, Consultant shall first provide the CITY thirty (30) days written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to said action and a description of all anticipated claims and causes of action to be asserted in said action to the best of the Consultant's ability.

XXXI. Cooperation with Government Requirements. CONSULTANT will be required, upon request, to provide GDOT and the CITY any and all documents that are developed from Phase I of the Concept Design task.

XXXII. Immigration Law Compliance. To the extent applicable, Consultant acknowledges it and its Sub-consultants are solely responsible for complying with the provisions of, including maintaining and providing records of compliance, and providing affidavits verifying compliance with, the Immigration Reform and Control Act of 1986, located at 8 U.S.C Section 1324, *et seq.*, the Georgia Security and Immigration Compliance Act of 2006 located at OCGA §13-10-90, *et seq.*, Georgia Department of Labor Rule 300-10-1-.02, and all regulations relating to the foregoing.

XXXIII. Survival. The warranty, payment, indemnification, insurance, confidentiality, litigation, venue, cooperation, audit, and governing law obligations herein survive the expiration, cancellation, or termination of this Agreement.

XXXIV. No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, or corporation, any legal or equitable rights by reason of this Agreement or any term, covenant or condition herein, all of which shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.

XXXV. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

XXXVI. No Strict Construction. Each Party has participated in negotiating and drafting this Agreement, so if ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed

against a party because it was responsible for drafting one or more provisions of this Agreement.

Executed by the Parties' duly authorized representative as indicated by their signatures below.

CITY OF CLARKSTON	**ATKINSREALIS USA INC.**
BY: _____	BY: _____
_____	_____
_____	_____
(Printed Name, Title and Address)	(Printed Name, Title and Address)
Date: _____	Date: _____

CONCEPT DESIGN SCOPE OF WORK
AND
PROJECT LOCATION MAP

AtkinsRéalis

1600 Riveredge Parkway, NW
Atlanta, GA 30328
Phone: 678.247.2436
atkinsrealis.com

July 28, 2025

Mr. Larry Kaiser, P.E.
City Engineer/CIS, Inc

RE: RFQ – ENGINEERING DESIGN SERVICES – CONCEPT PHASE
061725, Scope of Work

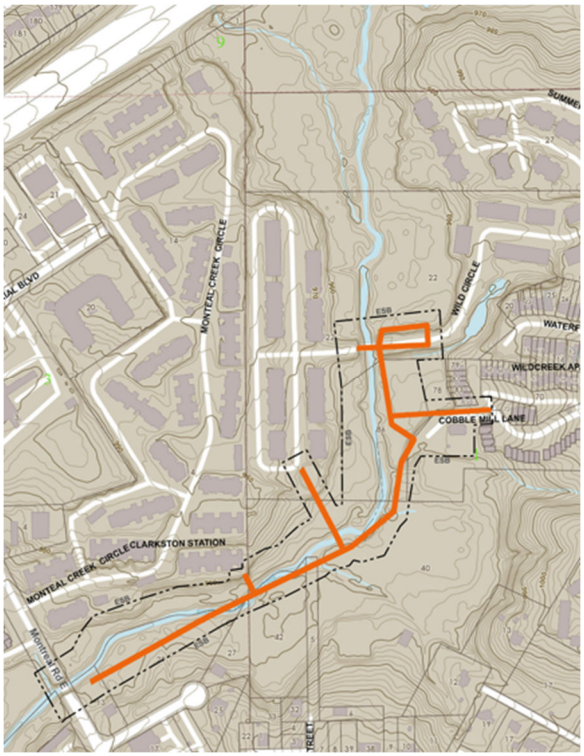
Dear Mr. Kaiser,

Please find attached AtkinsRéalis' Scope of Work for Phase I- Conceptual Phase, as requested.

Project Description

The Clarkston Phase I Trail project is approximately .8 of a mile or approximately 4,500 LF in length (including two "spur" connections), 10- to 12-foot-wide shared use hard surface trail beginning at Montreal Road and terminating at Wild Circle with trail connectivity to both roads including a HAWK Crossing at Montreal Road. The footprint of the Greenway Trail will be located adjacent to South Fork Peachtree Creek partially and/or wholly within the DeKalb County Gravity Sewer Line easement and FEMA floodplain.

AtkinsRéalis will prepare up to two (2) preliminary conceptual alternatives and one (1) final conceptual greenway and trail alignment to the south and north of South Fork Peachtree Creek within the limits as described herein: including spur trail connections to the two apartment communities adjacent to the route. Phase I Schematic Line Drawing, developed by the city, is identified in the ARC funded Perkins & Will Greenway Study, provided in Exhibit V - Clarkston Greenway Report. Exhibit VI - Phase I Greenway Parcel ownership is a schematic of the parcels included within the project scope. The scope and fee is based on the outlined trail map shown to the right.



Preliminary Trail Alignment.

Project Scope:

For the Clarkston Phase I Trail, AtkinsRéalis shall prepare conceptual engineering studies and deliverables, assume federal funding in accordance with applicable Georgia Department of Transportation (GDOT) design processes and guidelines including but not limited to the GDOT Construction Manager/General Contractor (CM/GC) Manual, GDOT Plan Development Process (PDP), GDOT Electronic Data Guidelines (EDG), GDOT Design Policy Manual, GDOT Drainage Manual, GDOT Bridge and Structures Design Manual, Plan Presentation Guide, National Environmental Policy Act (NEPA), and the GDOT Environmental Procedures Manual.

Additionally, the project manager shall collaborate and respond to comments from the city on the project manager's technical design submissions. The city and project manager shall always establish and maintain a partnering relationship. The purpose of the partnering relationship is to facilitate effective communication and to collaborate in identifying and resolving critical issues relating to the design of the project.

A. Project Programming and Planning Phase

Kick Off Meeting - The selected consultant will conduct a meeting at the city's office and:

i. Introduce team members
ii. Discuss goals and objectives of the project
iii. Review project schedule
iv. Review data collection process/methods
v. Discuss field survey and geotechnical data collection dates
vi. Discuss permit requirements as identified
vii. Discuss potential environmental issues and utility requirements
viii. Discuss utility/ floodplain, regulatory issues, outreach efforts, and translation/interpretation requirements, etc.
ix. Prepare meeting minutes
x. City issuance of Notice-to-Proceed

B. Project Management and Coordination

i. Internal project management and coordination.
ii. Monthly and Bi-weekly email update min. of 75% of meetings which shall be virtual meetings.
iii. Provide Independent Cost Estimator (ICE) in addition to consultant estimate at the completion of Conceptual Design
iv. Meetings to include specific technical disciplines
v. Meetings include coordination with third parties during design as needed
vi. Project coordination meetings with various stakeholders; assume three (3) over the project duration with two (2) meetings in person and one (1) meeting virtual.
vii. Attend all meetings mentioned in this scope and prepare minutes of meetings to discuss progress and/or issues (additional meetings may be required to resolve major project issues); consultant shall prepare for, attend, and write meeting minutes for coordination and team meetings for the life of this contract
viii. Monthly invoicing submittal to the city's City Engineer
ix. Coordination with the city: It is anticipated that the conceptual construction cost estimate will be completed for each of the conceptual trail alignments (2) and a final cost estimate of the preferred conceptual plan alternative
x. The project manager shall also accommodate for input during the design process by

taking the following actions in the preconstruction phase of the project:

1. Notification of major design changes
2. Allow assistance in material selection decisions
3. Collaborate to accommodate appropriate construction means and methods into the design
    a. Prepare design changes for cost/schedule impact validation
    b. Review construction submittals with trade subcontractors
    c. Expedite review of construction submittals upon request
    d. Furnish graphic design support to public relations and public meetings including foam board displays for a total of one (1) public outreach/PIOH efforts
    e. Joint planning and participation in public outreach meetings; assume two (2) hours for the PIOH or other outreach effort
    f. The project manager shall partner with other members of the project team, i.e. as follows:
        1. The City's Project Engineer/City Engineer
        2. Local property owners and businesses
        3. Local neighborhood and stakeholder groups
        4. Local jurisdictions, City of Tucker, and DeKalb County Watershed
        5. South Fork Conservancy
        6. GDOT, if applicable
        7. Public and private utilities

xi. The Project Manager will prepare for and attend one (1) PIOH meeting.
xii. The Project Manager will prepare for and attend three (3) Stakeholder Meetings
xiii. The Project Manager will prepare for and attend two (2) Steering Committee Meetings
xiv. The Project Manager will prepare for and attend one (1) City Council Meeting

C. Concept Development

i. Complete concept study and GDOT concept report in accordance with GDOT requirements, services include although not limited to the following:
    1. Site visits to review site conditions and determine potential trail alignments and greenway improvements.
    2. Compilation of existing information (GIS data, planned developments, etc.) Phase I Environmental Site Assessment, Environmental Resource Identification.
    3. Preliminary Trail Alignment Options- Study of preferred and alternate trail routes (2), Preliminary alignments will be flagged in the field and GPS data points of potential alignments will be picked up to developed alignments of alternatives.
    4. Based on input received from city project manager, steering committee, AtkinsRéalis will prepare final and preferred alignment of proposed greenway improvements
    5. Preferred alignment will be walked in the field with interested parties and reflagged or staked and to be surveyed for final conceptual alignment development.
    6. Final conceptual trail alignment will include conceptual cross sections, layout, storm drainage improvements, grading, potential right-of-way, utility improvements, and site amenities.
    7. AtkinsRéalis will prepare perspectives, renderings and enlargements of the proposed trail and greenway improvements for PIOH and presentation of final trail and greenway improvements to the city council.
    8. Opinion of probable construction cost; AtkinsRéalis will prepare one (1) final cost estimate for preferred trail alignment and proposed greenway improvements.
    9. Provide AtkinsRéalis independent cost estimate review.
    10. Prepare 3D modeling and animation/including editing to create an animated fly-through of the final conceptual alignment that includes the following details:

a. Modeling and texture mapping of the trail footprint and other greenway amenities
b. Includes modeling and texture-mapping of up to existing features on the trail such as trees, roadways, trail spur connection, bridges, Friendship Forest Wildlife Sanctuary, stream, Wild Circle, Montreal Road HAWK crossing, and trailhead
c. Includes stitching multiple drone images to form the ground plane
d. Includes animated bicyclists and pedestrians and gardeners at community gardens
e. Fly-through camera path and various pause points as directed by the city. Video production at minimum of 1080 HD (resolution of 1920 x 1080 at 30 frames per second). Higher quality options are to be provided. Total video length up to 4 minutes.

ii. **Prepare Final Report and Deliverables** -AtkinsRéalis shall prepare a final conceptual trail and greenway improvement report that includes.
   a. Documentation of public engagement processes, and meetings with the stakeholders, steering committee and PIOH
   b. Compilation of existing information and environmental site assessment
   c. Preliminary trail routing alternatives
   d. Final conceptual trail alignment, including conceptual profiles, and cross sections required right of way and utility improvements
   e. A final estimate of probable costs including phasing options (1 hard and digital PDF copy and 1 excel spreadsheet)
   f. Graphic image boards that communicate the design intent of proposed improvements and amenities (1 hard and digital copy in PDF format)

iii. Prepare preliminary GDOT Concept Report, ready to submit to GDOT for comments
iv. Revise concept report based on GDOT comments and prepare submission

D. Database Preparation

i. Collect GIS from DeKalb County for setup and initial design
ii. Review provided survey, coordinate with areas, and clean up provided files for plans
iii. Property lines, rights-of-way, streets, trail spur connections, stream footprint, existing trails, etc.
iv. Topography
v. Tree survey (specimen trees only)
vi. Aboveground utilities, bridge locations, and deck elevations
vii. Sanitary/storm sewers, manholes/catch basins/drop inlets/curb inlets (size, material, and invert information)
viii. FEMA floodplain
ix. Complete survey database per GDOT survey specifications

E. Environmental Resource Identification and Phase I Site Assessment

i. Conduct field surveys for Archaeology, History, Ecology, and NEPA.
ii. Prepare Resource Identification Reports for Archaeology, History, and Ecology.
iii. Prepare and mail early coordination letters
iv. Complete Environmental Resource Identification and Phase I Site Assessment.

F. Survey

i. Land, engineering, and/or remote sensing surveys as necessary to provide appropriate field information to produce preliminary and final plans, including right-of-way plans
ii. Survey enhancements (if necessary)

iii. Staking of the preferred and final trail alignment

G. Coordination with DeKalb County

i. Submit plans to DeKalb County Water Resources to determine input from DeKalb County sanitary sewer easement encroachment.
ii. Prepare “memo” to summarize permitting issues/tasks

H. Public Engagement

i. Hold one (1) PIOH at the concept phase
1. PIOH meeting to be in-person
2. PIOH to be two (2) hours in duration
3. Project manager, designer, and environmental and public involvement staff will attend PIOH
4. Firm to provide foamboard displays
5. Firm to prepare handouts and respond to PIOH comments
6. Provide translation of all handout documents in six (6) languages, including interpreters. City to provide six (6) languages.
7. Court reporting services provided at PIOH.
8. City to prepare and install PIOH roadway signage

ii. **Hold three (3) stakeholder meetings at the concept phase**:
1. Meet with the following groups (1 meeting each, 2 hours in duration)
2. Property managers of the complex adjoining Greenway to discuss coordination for ownership for trail spur connectivity opportunities
3. City of Tucker staff
4. South Fork Conservancy

iii. Hold two (2) Phase I steering committee meetings in the concept phase (2 hours in duration):
1. Solicit input on spur connections, trail alignment, “Trailscape amenities,” and various other topics.
2. City to develop the steering committee membership.

iv. Present project plans to the City Council work session: One (1) presentation over the duration of the conceptual design.

Assumptions and Exclusions

1. The proposal is for services up to conceptual design and the completion of a concept report that is in accordance with GDOT PDP and standards
2. Fees for translation services are included in our expense budget
3. Fees for court reporter services are included in our expense budget
4. Public engagement and meetings are limited to the number identified in the scope of services
5. An independent cost estimate will be provided by AtkinsRéalis construction services staff that are independent and not involved in the design of the project
6. Warrant Analysis for the proposed HAWK Signal is not included in the scope of work, no other traffic analysis or studies are included
7. Preliminary design, final design, right of way, construction phase services, construction administration or construction inspection services are not included in the scope of services.

8. Subsurface Utility Engineering (SUE) Services are not currently anticipated and are not included in the scope of services.
9. Geotechnical services will be provided during the preliminary design services and are not included in the scope of services.
10. This proposal is based on AtkinsRéalis designing typical trail improvements. Roadway reconstruction design is not included.
11. Proposed Hawk Signal improvements on Montreal Road is limited to conceptual design services.
12. Utility design or relocation services are not anticipated or included in the scope of work.
13. The Environmental Site Assessment (ESA) is limited to the Phase I study.
14. Assistance with obtaining (mitigation) credits is not included in the scope of services AtkinsRéalis can assist the city and coordinate the purchase of mitigation credits from an existing mitigation bank for an additional fee
15. Hydrology and Hydraulic Design Services, including No Rise Study, Preparation of Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) documentation and /or coordination with FEMA is not currently included in the scope of services.
16. Design services associated with the pedestrian bridges will be completed in preliminary and final design services.
17. No architectural or MEP services are included in the scope of services.
18. Revisions to drawings and/or specifications after being previously approved by the City of Clarkston will be considered additional service
19. Right-of-way acquisition services are not included in the scope of services and will be completed in the preliminary and final design services, which at that time will follow the GDOT PDP process.

On behalf of AtkinsRéalis, we appreciate the opportunity to provide the City of Clarkston with this proposal for Phase 1 of the city's proposed trail improvements. We look forward to discussing the project and scope of work with you in further detail. Should you have any questions or require additional information, please do not hesitate to contact me at 678.247.2436.

Sincerely,

R. Brian Bolick
Sr. Division Manager/Vice President
AtkinsRéalis

COST PROPOSAL

Georgia Department of Transportation

COST PROPOSAL SUMMARY

Proj. No.:		Project:	**Clarkston Phase I**
PI No.:		County:	**DeKalb**
Prime:	**AtkinsRéalis**	Contract Type:	**Cost Plus Fixed Fee**
Date:	**17-Jul-2025**	Fixed Fee %:	**10%**

Offeror:	**AtkinsRéalis**	Master Contract:	
	1600 RiverEdge Parkway, NW	Contract Expiration:	
	Suite 700	Task Order No:	
	Atlanta, Georgia 30328		
Contact:	**John Boudreau** **(678) 644-5363**		
	Project Manager John.Boudreau@AtkinsRealis.com		

Contract Office: **Office of Program Delivery**

Contract Action: **Task Order**

Contract Type: **Cost Plus Fixed Fee**

	Task Order Totals
Maximum Allowable Cost	**$ 499,810.55**
(Prime) Maximum Amount for Fixed Fee	**$ 39,398.75**
Provisional Overhead Rate	**136.06%**
Fixed Fee Percentage	**10%**
Minimum DBE Percentage	**15.0%**

CONCEPT SCHEDULE

CONCEPT DESIGN SCHEDULE

Clarkston Project Proposed Schedule																																			
July 28th, 2025																																			
Conceptual Design Development					30				60				90				120				150				180				210				240				270
		August				September				October				November				December				January				February				March				April			
TASK		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
A	**Project Programming and Planning Phase**																																				
B	**Project Management and Coordination**																																				
C	**Concept Development**																																				
	Site Visits																																				
	Compilation of Existing Information																																				
	Conceptual Plan Develop 2 Alt.																																				
	Preferred Alt. Plan																																				
	Final Trail Alignment Including Plan Development																																				
	Perspective Sketches																																				
	Opinion of Probable Construction Cost																																				
	Fly-through Camera Path of Trail																																				
	Prepare Final Report																																				
	Prepare Final GDOT Report																																				
D	**Data Base Preparation**																																				
E	**Environmental Resource Identification and Phase 1 Site Assessment**																																				
F.	**SURVEY**																																				
G.	**COORDINATION WITH DEKALB COUNTY**																																				
H.	**PUBLIC ENGAGEMENT**																																				
	PIOH (1 meeting)																																				
	Stakeholder Meetings (3 meetings)																																				
	Steering Committee Mtg. (2 meetings)																																				
	City Council Presentation (1 meeting)																																				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDING A PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO ATKINSREALIS USA, INC. FOR CONCEPT DESIGN SERVICES FOR THE "PHASE I GREENWAY TRAIL" PROJECT.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council award a professional consultant services agreement to AtkinsRealis USA, Inc. for concept design services for the Phase I Greenway Trail Project in an amount not to exceed $499,810.55 to be funded out of SPLOST II. A copy of said agreement is attached to this resolution as "Exhibit 1" and is incorporated herein for all purposes.

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

_____
Beverly H. Burks, Mayor

ATTEST:

_____
Tomika R. Mitchell, City Clerk

EXHIBIT 1

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is entered into this _____day of 20_____ by and between AtkinsRealis USA INC. ("CONSULTANT") and the City of Clarkston, Georgia, a municipal corporation of the State of Georgia ("CITY"). For convenience, the CONSULTANT and the CITY may sometimes be referred herein collectively as "parties" and individually as a "party".

WITNESSETH

WHEREAS, CITY desires to engage CONSULTANT to provide Phase I Greenway Trail Concept Design Services ("Scope of Work") as more fully described in the CONSULTANT Services Agreement; and

WHEREAS, CONSULTANT agrees to provide such work and services for the CITY in accordance with the terms of this Agreement; and

WHEREAS, CONSULTANT shall adhere to the Georgia Department of Transportation (GDOT) Plan Development Process (PDP) throughout the Concept Phase development and associated deliverables as outlined in the Agreement; and

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

I. Employment of CONSULTANT

(a) CONSULTANT submitted separately a Qualifications Proposal, a Technical Proposal, a Negotiated Scope of Work, a Concept Phase Schedule and a Negotiated Fee Proposal, which is the basis for this Agreement and is attached hereto as Exhibit A, B., C, D, and E, respectively

(b) CITY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the scope of work for the Concept Phase (final negotiated between the CITY and CONSULTANT) set forth in EXHIBIT C attached hereto.

(c) CONSULTANT will be responsible for supplying all tools and equipment necessary for CONSULTANT to provide the services.

(d) CONSULTANT shall diligently complete all services in a timely manner consistent with the Standard of Care identified in Section II below and the Concept Phase Project Schedule attached as Exhibit D hereto. Notwithstanding any other provision of this Agreement, the CONSULTANT shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable

control, including but not limited to natural disasters, adverse weather, or acts of the CITY, third parties, or governmental agencies. The time for completion of CONSULTANT's services shall be extended for a time equal to the time of such delay and an equitable adjustment in the CONSULTANT's fee shall be made as may be reasonable under the circumstances.

II. **Standard of Care.** Scope of Work performed by CONSULTANT under Exhibit C shall be performed in accordance with that degree of care and skill ordinarily exercised by members of CONSULTANT's profession practicing at the same time in the same location, and in compliance with applicable federal, state, and local statutes, rules, and regulations published and in effect as of the date of this Agreement. CONSULTANT further represents all personnel providing services or Work on the Project shall be properly experienced, professional, competent, and properly licensed and qualified in all governmental jurisdictions in which the Work is to be performed. Upon request by CITY, CONSULTANT shall furnish such evidence as CITY may require relating to the qualifications of its personnel and the CONSULTANT's ability to perform fully its Work in accordance with the Contract. Unqualified CONSULTANT personnel, or CONSULTANT personnel otherwise reasonably objected to by CITY, shall be promptly replaced. All labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken and will yield only quality results in compliance with a scope of work and service. CONSULTANT will at all times in good faith perform the Work. Any and all Work related to CONSULTANT's Scope of Work not conforming to these requirements shall be considered defective. The obligations in this Agreement shall be deemed cumulative and shall not be deemed alternative or exclusive, nor shall they be deemed to alter or limit any other. The CITY shall not be liable or responsible for the CONSULTANT's Scope or Work or any error or omission in any phase of the CONSULTANT's Scope of Work. The CONSULTANT shall have the sole liability and responsibility for its Scope of Work and that it is in federal, state, and local compliance, and that neither the CITY nor any other governmental entities are out of compliance due to the CONSULTANT's failure to perform the Scope of Work in accordance with the standard of care described herein. Notwithstanding anything to the contrary, CONSULTANT is relying upon the accuracy and completeness of all reports, data, specifications, and other information furnished by the CITY under this Agreement.

III. **Correction of Work**: Prior to Final Payment hereunder, CONSULTANT shall promptly correct Work rejected by CITY in accordance with the terms of this Agreement or known by CONSULTANT to be defective or failing to conform to the requirements of the Contract measured by Section II above, above (herein referenced as "Standard of Care"). Subject to the terms of this Agreement, CONSULTANT shall bear costs of correcting such rejected Work. If CONSULTANT fails to correct nonconforming Work as required or fails to perform the Work in accordance with the Contract and the Project is not yet complete, CITY may, by written order, direct CONSULTANT to stop the Work, or any portion thereof, until the cause for such

order has been eliminated. If CONSULTANT defaults or neglects to carry out the Work in accordance with the Standard of Care and fails within five (7) business days after receipt of written notice from CITY to commence and continue correction of such default or neglect with diligence and promptness, CITY must give a second written notice to CONSULTANT and, seven (7) days following receipt by CONSULTANT of that second written notice and without prejudice to other remedies, CITY may correct such deficiencies and charge the actual cost thereof to CONSULTANT. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to CONSULTANT, CITY's actual costs of correcting such deficiencies

IV. **Compensation.** The CITY agrees to pay the CONSULTANT for all fees and expenses for all Concept Phase Services in an amount not to exceed Four Hundred Ninety-Nine Thousand Eight Hundred Ten Dollars and Fifty-Five Cents ($499,810.55) as set forth in EXHIBIT E. This contract amount of $499,810.55 is the Cost-Plus Fixed Fee Not-to-Exceed amount and will include all miscellaneous expenses such as printing, mileage, etc. CONSULTANT shall submit an invoice to the CITY, no more frequently than once per month, based on time and expenses basis. Each invoice shall be for the prior month's work tasks and accompanied by a progress report for the services provided that month. Payment will be made by the CITY within forty-five (45) days of receipt of an invoice from CONSULTANT.

Invoicing shall include supporting cost details; a breakout of all costs including direct labor, indirect costs and other direct costs. Further details such as hours, rate per hour, labor classifications, etc. must be included.

V. **Project Schedule and Deliverable Dates.** Exhibit D reflects the various tasks and services to be delivered for the city approved duration. If the milestones for each deliverable in Exhibit D are not met, the CONSULTANT will be required to provide the CITY with a revised schedule that satisfies the CITY.

VI. **Appropriation of Funds.** The City has appropriated sufficient funds for Phase I Concept Design Services.

VII. **Merger Clause.** This written agreement, which includes Exhibit A - the CONSULTANTS Qualifications Proposal, Exhibit B – Technical Proposal, Exhibit C – Negotiated Scope of Services, Exhibit D – Concept Phase I Schedule, and Exhibit E – Negotiated Fee Proposal, constitute the entire Agreement of the parties. No other promises or consideration are a part of this Agreement.

VIII. **Changes.** CITY may, from time to time, require modifications in the general scope of services of the CONSULTANT to be performed hereunder. Such modifications, which are mutually agreed upon by and between CITY and the CONSULTANT, shall be incorporated in written amendment to this Agreement. No changes to the fee will be

allowed by the CITY for modifications to the general scope of services. Any change, alteration, or addition to the terms and conditions set forth in this Agreement must be in the form of a written Amendment signed by both Parties.

IX. **Identity of the Consultant.** CONSULTANT acknowledges that one of the primary reasons for its selection by the CITY to perform the duties described in this Agreement is the qualifications and experience of the principal personnel whom the CONSULTANT has represented in the submitted proposal will be responsible therefor. As such, the City reserves the right to reject any of the CONSULTANT'S personnel or proposed outside professional sub-consultants, and the CITY reserves the right top request acceptable replacement personnel be assigned to the project.

X. **Assignment.** The CONSULTANT shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Agreement or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the CITY in writing.

XI. **Documents to be Provided by the CITY.** CITY shall furnish the CONSULTANT with all available information and data CONSULTANT requests pertinent to the execution of this Agreement. CITY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.

XII. **Ownership of Documents and Intellectual Property.** All reports, plans, specifications, renderings, computer files and other documents prepared by CONSULTANT for which CONSULTANT has been compensated pursuant to this Agreement shall be the property of the CITY. CONSULTANT shall obtain approval from the CITY prior to the use by the CONSULTANT of any project documents for marketing, professional seminars or related uses. CONSULTANT will deliver to the CITY copies of the prepared documents and materials periodically throughout the project duration and at the project completion. CONSULTANT shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. CONSULTANT may make copies of any and all such documents and items and retain same for its files. CONSULTANT shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than CONSULTANT subsequent to delivery of the prepared documents and materials. In the event these documents are used for another project without further consultation with the CONSULTANT, the CITY agrees to indemnify and hold the CONSULTANT harmless from any claim arising from the modification or reuse of the documents. The CITY shall remove the CONSULTANT's seal and title block from such documents. However, any such change or other use shall be sealed

by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.

XIII. Term of Agreement. This agreement will expire on April 30, 2026.

XIV. Termination for Convenience by the CITY:

(a) The CITY may for any reason whatsoever terminate performance under this Agreement by the CONSULTANT for convenience. The CITY shall give written notice of such termination to the CONSULTANT specifying when termination becomes effective, which must be a minimum of thirty (30) days from the date the CONSULTANT receives the written notice.

(b) This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds or other revenues are no longer available to satisfy the obligations of the CITY under this Agreement.

(c) The CONSULTANT shall incur no further obligations in connection with the Work and the CONSULTANT shall stop Work when any such termination notice is received from CITY. The CONSULTANT shall also terminate outstanding orders and subcontracts and reasonably mitigate against any costs or losses associated with the termination of such affected orders and subcontracts.

(d) Upon full payment of sums due CONSULTANT under this Agreement, the CONSULTANT shall transfer title and deliver to the CITY such completed or partially Work, including but not limited to hard copies and electronic copies, renderings, visualization files, survey database files and related materials.

(e) Within thirty (30) days after written notice of the CITY's termination for convenience, the CONSULTANT shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. The claim shall be signed by an officer of the CONSULTANT under oath and under penalty of perjury. If the CONSULTANT fails to file a complete and proper termination claim within the time required herein, any claim for termination shall be deemed waived and no further sums will be due the CONSULTANT. The total sum to be paid the CONSULTANT, as outlined in Exhibit E, shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made and amounts not due for Work that has not been performed, and shall in no event include duplication of payment. Payment of the sums due hereunder shall constitute full and complete satisfaction of all sums due CONSULTANT for the termination of the Contract for convenience.

XV. Termination for Cause. If CONSULTANT breaches any material provision of this Agreement, CITY may give notice to CONSULTANT of such breach in writing. If the breach is not cured within ten (10) business days of receipt of such notice (or, in the case of a breach which cannot reasonably be cured within 10 days, if the

CONSULTANT does not promptly commence to cure the breach and thereafter diligently prosecute the cure to completion), CONSULTANT shall be in default hereunder and CITY may elect to terminate the Agreement, or to continue the Agreement subject to receiving adequate assurances of performance from CONSULTANT. In the event that CITY terminates this Agreement pursuant to this Section, CITY shall not be required to make any payments to CONSULTANT with respect to material that has not been delivered or Work that has not been performed as of the date of termination. If the sum of all previous deposits and payments under this Agreement with respect to the Work so terminated exceeds the amount owed to CONSULTANT with respect to material that has been delivered and Work that have been performed as of the date of termination, the excess shall be immediately refunded to CITY. This Agreement may be terminated by the CONSULTANT upon ten (10) business days written notice should the CITY substantially fail to perform in accordance with the Agreement through no fault of the CONSULTANT.

XVI. **Suspension of Work by the CITY.** The CITY may, by written notice, direct the CONSULTANT to suspend all or any part of the Work under this Agreement for such period of time as may be determined by the CITY to be necessary or desirable for its convenience. If such suspension causes additional cost to CONSULTANT or delays the progress of the Work and is due to something other than the failure of the CONSULTANT to correct the Work as required by this Agreement or carry out the Work in accordance with this Agreement, then the CONSULTANT will be entitled to additional compensation and a time extension in accordance with the provisions of this Agreement. Adjustments to the Contract Price and/or Contract Time will be based on actual costs and actual days lost resulting directly from the suspension.. Any claim by the CONSULTANT for an adjustment hereunder must be asserted within thirty (30) Days from the date of a start order for resumption of Work.

XVII. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties

XVIII. **CITY not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the CONSULTANT.

XIX. **Final Decisions.** Serving as a CONSULTANT to the CITY, CONSULTANT shall advise all parties that final decisions shall be made by the City Council, City Manager and/or designee.

XX. For all matters related to its professional services, CONSULTANT shall indemnify and hold harmless the CITY, its Councilmembers, Mayor, officers, and employees from all liability and damages, including reasonable attorney's fees and costs of litigation, to the extent caused by or resulting from the negligent acts, errors, and omissions of CONSULTANT, its agents, servants, or employees.

For all other matters, CONSULTANT shall indemnify, and hold harmless the CITY, its Councilmembers, Mayor, officers, and employees, from all liability, , damages, expenses, judgments, losses, which may arise by reason of death or injury to persons or property, to the extent caused by or resulting from CONSULTANT's negligence, intentional tort, intellectual property infringement, or failure to pay a sub-consultant, its agents, or consultants under contract, or any other entity over which CONSULTANT exercises control. CONSULTANT will, at its own cost and expense, indemnify CITY from such liabilities that are unrelated to its professional services.

The indemnification under this section shall include CONSULTANT's obligation to provide all reasonable attorneys' fees and costs, court costs, and settlement costs incurred by CITY in connection with a claim covered by this section.

The CONSULTANT'S obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONSULTANT under this agreement. This provision shall survive the termination of this agreement.

XXI. **Required Insurance Coverage and Limits.** CONSULTANT shall, at its sole expense, obtain and maintain the following minimum insurance coverages issued by an insurance company authorized to do business in the State of Georgia with a minimum A.M. Best rating of "A VII" and reasonably acceptable to the CITY. Insurance provided by CONSULTANT shall be primary and non-contributory coverage and shall be endorsed accordingly. CITY shall be granted a waiver of subrogation on all applicable insurance carried by Subconsultants. CONSULTANT shall provide certificates of insurance and Endorsements evidencing these coverages to CITY upon execution of this Agreement.

(a) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.

(b) Commercial General Liability Insurance including Bodily Injury and Property Damage in an amount of not less than Two Million Dollars ($2,000,000) in the aggregate and One Million Dollars ($1,000,000) per occurrence.

(c) Automobile Liability Insurance in an amount not less than One Million Dollars ($1,000,000) in the aggregate and One Million Dollars ($1,000,000) per occurrence.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work.

(e) Employers' Liability Insurance in the minimum of One Million Dollars ($1,000,000) each incident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit.

(f) Professional Liability Insurance in the minimum of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

(g) Umbrella and/or Excess Liability Insurance in the minimum of One Million Dollars ($1,000,000) over and above the underlying required coverages of Commercial General Liability, Professional Liability, and Auto Liability coverage.

CONSULTANT shall provide CITY a minimum thirty (30) days written notice prior to any material change in insurance coverage. Said commercial general liability, auto liability and umbrella liability insurance policies shall name CITY as an additional insured.

All insurance requirements shall be maintained in full force and effect during the life of the Agreement and shall cover liability resulting from CONSULTANT's neglect in Services and Work regardless of when claims are made, during completion of the Services.

XXII. Waiver. A waiver by either Party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

XXIII. Severability. The Parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any Agreement provision shall not affect the validity of any other provision or provisions of this Agreement.

XXIV. Audits. Upon reasonable advance notice, the CONSULTANT shall make available to the CITY, federal, state, or local government and/or their agencies and representatives for examination all of its records with respect to the Work and all matters covered by this Agreement. It shall also produce for inspection and permit the foregoing and/or their agencies and representatives to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to the Work and all matters covered by this Agreement.

CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to a Project and shall make such material available at all reasonable times during the period of the Agreement, and for three (3) years from completion of the Work for the Project, for inspection by the CITY or any federal, state, or local reviewing agencies, and copies thereof shall be furnished upon request. CONSULTANT agrees that the provisions of this Section shall be included in any agreements it may make with any Sub-consultant, assignee, or transferee.

XXV. **Agreement Not to Discriminate.** During the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment, subcontractor, qualified client, or recipient of services, because of race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The CONSULTANT will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant from performing the essential functions of the job. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any Work covered by the Contract so that such provision will be binding upon each Sub-consultant, providing that the foregoing provisions shall not apply to contracts or Sub-consultants for standard commercial supplies of raw materials.

XXVI. **Conflict of Interest.**

(a) CONSULTANT's Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its Services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

(b) Interest of Public Officials: The CONSULTANT will not, directly or indirectly, attempt in any manner to hire or attempt to hire or cause or otherwise encourage any employee of the CITY to leave the employ of the CITY in order to work for the CONSULTANT or another entity.

XXVL. **Anti-Kickback.** Salaries of engineers. planners, administrative staff, CAD operators, Consultants, and technicians performing Work under this Agreement shall be paid by CONSULTANT unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are allowed by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering Work under this Agreement.

XXVII. Verbal. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Section VIII above, or by written Amendment.

XXVIII. Notices. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery in writing, electronic means (email), by mail (registered or certified), postage prepaid with return receipt requested, or by a recognized overnight delivery service to the following addresses, or address changes subsequently provided to the other Party in writing:

If to the City:

City of Clarkston
736 Park North Boulevard
Suite 120
City of Clarkston, Georgia 30021
ATTN: Mayor Beverly H. Burks

If to the CONSULTANT:

AtkinsRealis USA Inc.
1600 RiverEdge Parkway NW
Suite 700
Atlanta, Georgia 30328
ATTN: R. Brian Bolick, P.E.

XXIX. Informal Dispute Resolution. The Parties shall attempt in good faith to resolve all disputes arising under the Contract promptly by negotiation as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties with appropriate decision-making authority shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. More than one meeting to negotiate a resolution of the dispute may be held. However, if, within forty-five (45) days after the initial notice of dispute, the Parties are not successful in resolving the dispute through negotiation, then the Parties agree that the dispute may be resolved by Litigation as provided in Section XXX below.

In the case of any dispute arising under the contract, CONSULTANT shall proceed diligently with performance of the undisputed Work pending final resolution of the dispute, and CITY shall continue to make payments to CONSULTANT in accordance with the Agreement for those portions of the Work completed that are not the subject of dispute.

XXX. Litigation. As a condition precedent to the filing of any legal action by CONSULTANT against the CITY arising out of or relating to this Agreement, CONSULTANT shall first provide the CITY thirty (30) days written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to said action and a description of all anticipated claims and causes of action to be asserted in said action to the best of the CONSULTANT's ability.

XXXI. Cooperation with Government Requirements. CONSULTANT will be required, upon request, to provide GDOT and the CITY any and all documents that are developed from Phase I of the Concept Design task.

XXXII. Immigration Law Compliance. To the extent applicable, CONSULTANT acknowledges it and its Sub-consultants are solely responsible for complying with the provisions of, including maintaining and providing records of compliance, and providing affidavits verifying compliance with, the Immigration Reform and Control Act of 1986, located at 8 U.S.C Section 1324, *et seq.*, the Georgia Security and Immigration Compliance Act of 2006 located at OCGA §13-10-90, *et seq.*, Georgia Department of Labor Rule 300-10-1-.02, and all regulations relating to the foregoing.

XXXIII. Survival. The payment, indemnification, insurance, confidentiality, litigation, venue, cooperation, audit, and governing law obligations herein survive the expiration, cancellation, or termination of this Agreement.

XXXIV. No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, or corporation, any legal or equitable rights by reason of this Agreement or any term, covenant or condition herein, all of which shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.

XXXV. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

XXXVI. No Strict Construction. Each Party has participated in negotiating and drafting this Agreement, so if ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

Executed by the Parties' duly authorized representative as indicated by their signatures below.

CITY OF CLARKSTON	**ATKINSREALIS USA INC.**
BY: _____	BY: _____
_____	_____
_____	_____
(Printed Name, Title and Address)	(Printed Name, Title and Address)
Date: _____	Date: _____

Approved as to form:

Stephen Quinn

Stephen G. Quinn, City Attorney

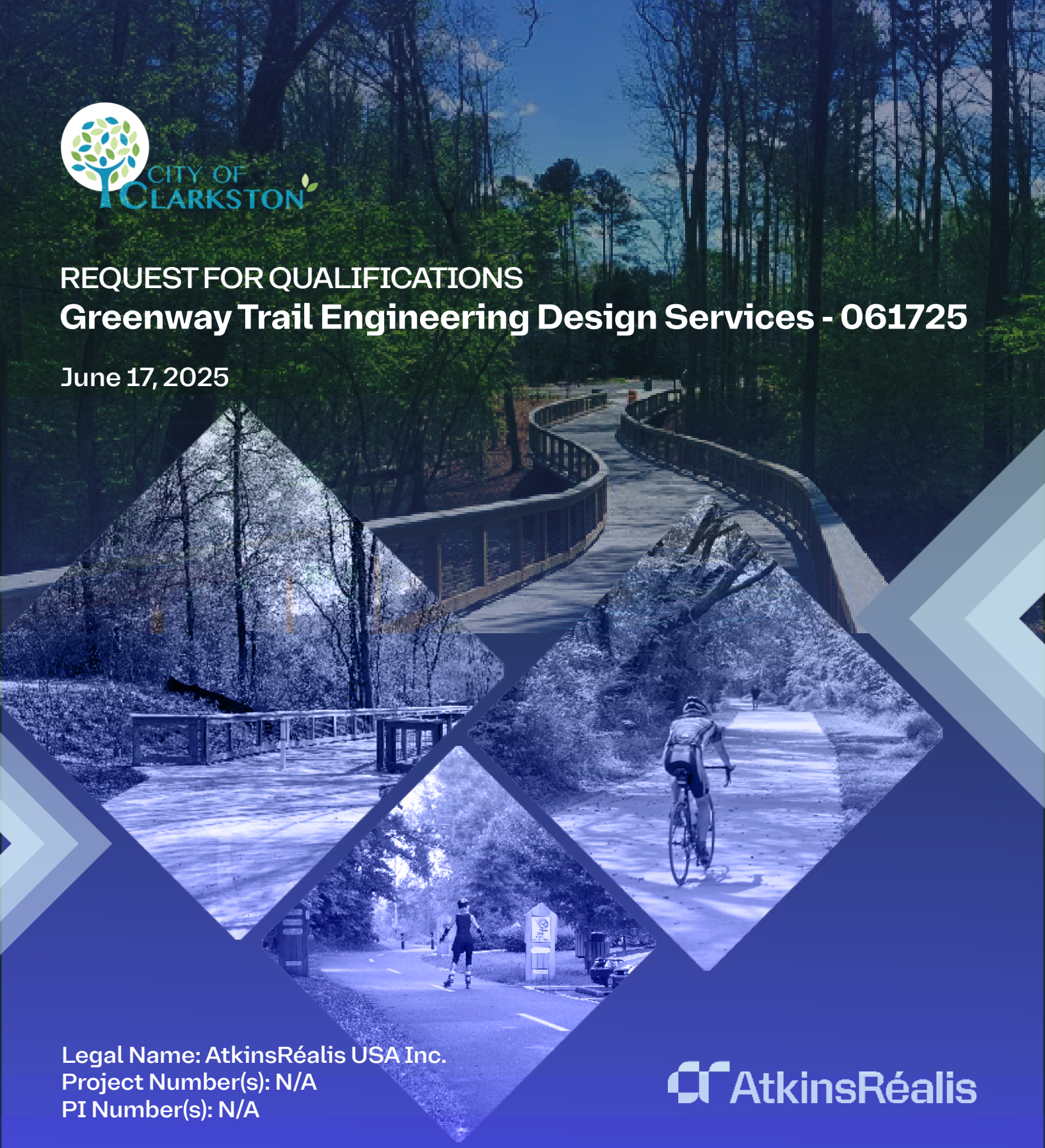
EXHIBIT A
QUALIFICATIONS PROPOSAL

CITY OF CLARKSTON

REQUEST FOR QUALIFICATIONS

Greenway Trail Engineering Design Services - 061725

June 17, 2025



Legal Name: AtkinsRéalis USA Inc.
Project Number(s): N/A
PI Number(s): N/A

AtkinsRéalis

Description: Greenway Trail Engineering Design Services. The project is approximately one (1) mile in length (including all "spur" connections), 10- to 12-foot-wide shared use hard surface trail beginning at Montreal Road and terminating at Wild Circle with trail connectivity to both roads, including a HAWK Crossing at Montreal Road. The footprint of the Greenway Trail will be located adjacent to South Fork Peachtree Creek partially and/or wholly within the DeKalb County Gravity Sewer Line easement and FEMA floodplain

C. Basic Company Information

1. Company name and address:

AtkinsRéalis USA Inc.
4030 West Boy Scout Boulevard, Suite 700
Tampa, Florida 33607
Phone 813.282.7275
Fax 813.281.3634

Georgia Office Addresses:

Primary
1600 RiverEdge Parkway NW, Suite 700
Atlanta, Georgia 30328

Marietta
192 Anderson Street, Suite 225
Marietta, Georgia 30060

Snellville
1350 Scenic Highway North, Suite 266
Snellville, Georgia 30078

2. Contact Information

R. Brian Bolick, PE
1600 RiverEdge Parkway NW, Suite 700
Atlanta, Georgia 30328
678.478.3026 mobile
678.247.2436 office
770.933.1920 fax
brian.bolick@atkinsrealis.com

3. Company Website

https://www.atkinsrealis.com

AtkinsRéalis

65 years in business in North America

Incorporated Feb. 29, 1960

4,500+ employees in United States

Access to 38,000+ employees worldwide

445+ employees in Georgia

P100119419 | ATL | NK



Example: Signage for Etowah Trailhead Project

EXHIBIT II
Certification Form

I, R. Brian Bolick, being duly sworn, state that I am Sr. Division Manager (title) of AtkinsRéalis USA Inc. (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

Initial each box below indicates certification. The person initialing must be the same person who signs the Certification Form. (If unable to initial any box for any reason, place an "X" in the applicable box and attach a statement explaining the non-certification. The City will review and make a determination as to whether or not the firm shall be considered further or disqualified).

RBB	I further certify that to the best of my knowledge the information given in response to the Request for Qualifications is full, complete and truthful
RBB	I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings, nor is any team members/principals currently under indictment for any reason related to actions on public infrastructure projects
RBB	I further certify that I understand that Firms included on the current Federal list of firms suspended or debarred are not eligible for selection and that the submitting firm has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency
RBB	I further certify that the submitting firm has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract, nor has been removed from a contract or failed to complete a contract as assigned due to cause or default
X	I further certify that the firm or any affiliate(s) has not been involved in any arbitration, litigation, mediation, dispute review board or other dispute resolution proceeding with a client, business partner, or government agency in the last five (5) years involving an amount in excess of $500,000 related to performance on public infrastructure projects
RBB	I further certify that there are not any pending regulatory inquiries that could impact our ability to provide services if we are the selected consultant.
RBB	I further certify that there are no possible conflicts of interest created by our consideration in the selection process or by our involvement in the project
RBB	I further certify that the submitting firm's annual average revenue for the past five (5) years is sufficient to allow the services to be delivered effectively by our firm and that there are no trends in the revenue which may be concerning other than normal market fluctuations
RBB	I further certify that in regards to Audit and Accounting System Requirements, that the submitting firm: I. Has an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122. II. Has submitted its yearly Certified Public Accountant overhead audit if it currently has an aggregate contract amount exceeding $250,000. III. Has no significant outstanding deficient audit findings from previous contracts with City or GDOT that have not been resolved. IV. Is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.
RBB	I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that CITY may choose to assess the accuracy and truth of the information provided by the proposer and that the CITY may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein
RBB	I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the City to award a contract if city determines firm to be have submitted the highest ranked technical proposal and fee is acceptable

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial or rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Sworn and subscribed before me

This 9th day of June, 2025.

Signature

NOTARY PUBLIC

My Commission Expires: 6/19/28
NOTARY SEAL

NICOLE PARRISH NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. JUNE 19, 2028

R. Brian Bolick - Sr. Division Manager

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4. Certification Form (Continued)

AtkinsRéalis USA, Inc. Proprietary Confidential Information 5-Year Professional Litigation List – Settlement $500,000 or more as of 2025.

File Name: Lisa Vines, et al vs. Archer Western Contractors, LLC. et al						
Case/Court Name:	Claim Category:	Date Opened:	Date Closed:	Litigated?	Litigation Date:	Current Status:
State Court of Fulton County, GA	PROF	10/15/2020	TBD	Yes	10/15/2020	Open
Notes: Negligence/personal injuries						

File Name: Prince Contracting, LLC						
Case/Court Name:	Claim Category:	Date Opened:	Date Closed:	Litigated?	Litigation Date:	Current Status:
Confidential	PROF	12/19/2018	6/9/2023	Yes	12/19/2018	Closed
Notes: Alleged professional negligence						

File Name: Ronald Correas-Villalta, et ux v. Fluor Enterprises, Inc. et al.						
Case/Court Name:	Claim Category:	Date Opened:	Date Closed:	Litigated?	Litigation Date:	Current Status:
Circuit Court for Prince George's County, MD	PROF	12/3/2021	3/27/2024	Yes	12/3/2021	Closed
Notes: Dismissed - Stipulated						

File Name: Community Condotte De Moya, JV v. World Fiber Technologies, LLC., Atkins North America, Inc., et al.						
Case/Court Name:	Claim Category:	Date Opened:	Date Closed:	Litigated?	Litigation Date:	Current Status:
Circuit Court for Miami-Dade County, FL	PROF	1/8/2020	3/27/2024	Yes	1/8/2020	Closed
Notes: Dismissed						

Information regarding arbitration, litigation, mediation, dispute review board, or other dispute resolution

Typical to our profession, AtkinsRéalis, a global firm, has been involved in claims and suits over the years. The vast majority of these have been by third parties against multiple defendants with AtkinsRéalis being one of those named. Several suits were counterclaims where AtkinsRéalis initiated actions to collect fees. None of these suits, if decided against AtkinsRéalis, would impair our ability to meet financial obligations. We consider further details to be confidential and privileged that cannot be disclosed other than under exceptional circumstances.

Please feel free to contact our Regional General Counsel for the US & LATAM, Kamla Alexander, at kamla.alexander@atkinsrealis.com to discuss this information further. The table above shows litigation within the past 5 years involving an amount in excess of $500,000 related to performance on infrastructure projects for AtkinsRéalis.

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D. COMPANY QUALIFICATIONS

1. Prime Experience



Ivy Creek Trail, Gwinnett County, Georgia

a. Client name, project location and dates during which services were performed

Gwinnett County | Gwinnett County, GA | 2008 - 2024 (Project completed in multiple phases)

b. Description of overall project and services performed by your firm

AtkinsRéalis led the design effort on a challenging segment of a multiuse trail for the Gwinnett County Department of Transportation. Team members included the county DOT staff, county park professionals, structural engineers, and environmental consultants. The design team assessed various trail alignment options to mitigate impacts to the environment and wetland areas, while creating a safe and diverse visitor experience. Objectives of the alignment included reducing or eliminating vehicle/ pedestrian crossings, which were ultimately avoided in the selected alignment, and reducing the number of bridged stream crossings to accomplish the connections between the park and the new trail connection near I-985. Bridges are very expensive and create permitting and hydrology challenges. The proposed selected alignment eliminated one bridge crossing, as well as reduced obstructions in the flood zone.

Relevance to Clarkston: This project has similar design elements and challenges as the Gateway project. It was completed in multiple phases and addressed the environmental, permitting, and structural issues associated with adjacency and crossing a stream.

c. The duration of project services provided by your firm, and overall project budget

16 years | $205,370 (Design) and $2.5 million (Construction)

d. Experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.)

Project documents were prepared in accordance with GDOT's PDP.

e. Client(s) current contact information

Daniel C. Dart, LEED GA, CPSI, CPRP, Parks SPLOST Program Manager
770.558.0128
Daniel.Dart@gwinnettcounty.com
75 Langley Drive,
Lawrenceville, GA 30046

f. Involvement of Key Team Leaders

John Boudreau, RLA; Richard Rohrer, RLA; Brian Bolick, PE; Katie West; Monica Urisko, PE



Etowah Trail Master Plan Project, Canton, Georgia

a. Client name, project location and dates during which services were performed.

City of Canton | Canton, GA | 2016 - 2024

b. Description of overall project and services performed by your firm.

AtkinsRéalis has provided planning, design, and construction administration services for the City of Canton since 2002 for a variety of urban design and recreational projects. Recently, AtkinsRéalis planners and landscape architects have helped the City to develop a master plan for over $20 million of trail and greenway improvements along the Etowah River. AtkinsRéalis also prepared construction documents for over $6.5 million of park and trail improvements including elevated boardwalks, signage, ornamental lighting, site furnishings, and improved parking and ADA pedestrian access. Other services include recreational facilities, parks, trails, streetscape, infrastructure, and trail design projects.

AtkinsRéalis proposed enhancements to the trial, including a pedestrian bridge spanning the Etowah River to connect with the redeveloped mixed-use Mill area. AtkinsRéalis provided planning services for the Etowah River Trail, which includes a plan for facility improvements Phase I, II, and III, multi-use trails, nature trails, wayfinding, riverfront boardwalk, bridges, trailheads, and a new community park with a canoe launch.

1. Prime Experience (Continued)

Relevance to Clarkston: This project included the planning and construction of four phases of trail, including wayfinding signage, and had similar environmental and permitting challenges to the proposed Clarkston trail project.

c. The duration of project services provided by your firm, and overall project budget

8 years | $650,000 (Design) and $6.5 million (Construction)

d. Experience utilizing GDOT specific processes, manuals, or guidance (PDP, Design Policy, Environmental Procedures Manual, etc.)

Project documents were prepared in accordance with GDOT's PDP.

e. Client(s) current contact information

David Hatabian, City Engineer
david.hatabian@catongeorgia.gov
770.704.1500
110 Academy Street, Canton, GA 30114

f. Involvement of Key Team Leaders on the projects

John Boudreau, RLA; Richard Rohrer, RLA; Monica Urisko, PE



City of Oxford Trail Design Oxford, Georgia

a. Client name, project location and dates during which services were performed.

City of Oxford | Oxford, GA | 2023 - Present

b. Description of overall project and services performed by your firm.

AtkinsRéalis led the community trail planning effort and is now preparing construction documents for two new multi-use trails and an extension to an existing trail network in the City of Oxford. The first trail will connect pedestrians and cyclists over Dried Indian Creek to the City of Covington's Town Center, and the second trail will be an extension to the existing path network connecting neighborhoods with Oxford University. Existing conditions were studied to determine the preferred alignment while balancing site and environmental constraints, project budget, and user experience on the trail. Rendered plan graphics were provided to the client, as well as a detailed cost estimate for construction of each trail segment.

Relevance to Clarkston: Several trail routing alternatives were studied to help the city to determine the preferred routing alignments. The alignments were vetted in the community to aid in prioritizing the preferred routes to be constructed. AtkinsRéalis also prepared the grant application to help the city secure construction financing to construct the trail projects.

c. The duration of project services provided by your firm, and overall project budget.

2 years (Ongoing) | $626,000 (Design)

d. Experience utilizing GDOT specific processes, manuals, or guidance (PDP, Design Policy, Environmental Procedures Manual, etc.)

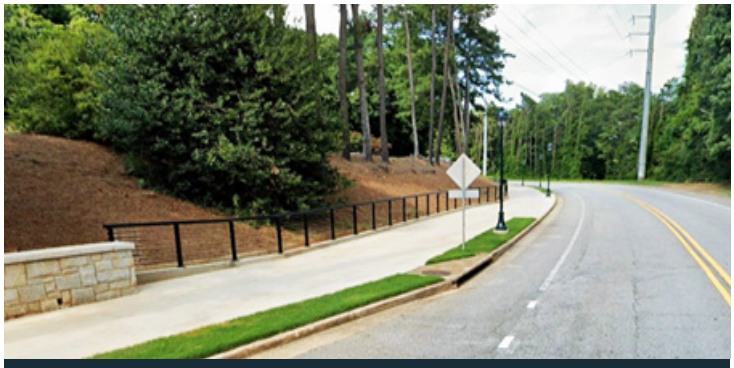
Project is being developed in accordance with GDOT PDP.

e. Client(s) current contact information

Bill Andrew, City Manager, City of Oxford
bandrew@oxfordgeorgia.org
770.786.7004
City Hall, 110 W. Clark Street
Oxford, GA 30054

f. Involvement of Key Team Leaders on the projects

John Boudreau, RLA; Brian Bolick, PE; Richard Rohrer, PE; Monica Urisko, PE; Katie West.



Interstate North Parkway Side Path, Sandy Springs, GA

a. Client name, project location and dates during which services were performed.

City of Sandy Springs | Sandy Springs, GA | 2018 - 2022

b. Description of overall project and services performed by your firm

AtkinsRéalis provided planning and construction document services for a 12-foot-wide, approximately 4,000 LF of concrete multiuse trail along Interstate North Parkway from the City of Sandy Springs city limits at the Chattahoochee River to Northside Drive NW. This project included bicycle and pedestrian improvements, drainage, retaining walls, lighting, ADA

1. Prime Experience (Continued)

accessibility, enhanced pedestrian signalization, fiber optic improvements, traffic control signage, street tree planting, and landscape improvements.

Relevance to Clarkston: This project includes a multi-use trail connection to the Chattahoochee River and environmental and construction measures to safeguard this environmentally sensitive area. Similar practices will be utilized for the proposed Clarkston trail.

c. The duration of project services provided by your firm, and overall project budget.

4 years | $375,000 (Design)

d. Experience utilizing GDOT specific processes, manuals, or guidance (PDP, Design Policy, Environmental Procedures Manual, etc.)

Project documents were prepared in accordance with GDOT's PDP, Signal Design Guidelines, ITS Design manual, and construction administration.

e. Client(s) current contact information

Ko Seo | Kseo@sandyspringsga.gov | 770.206.2016

f. Involvement of Key Team Leaders on the projects

John Boudreau, RLA; Richard Rohrer, PE



Abernathy Greenway Linear Park, Sandy Springs, GA

a. Client name, project location and dates during which services were performed

City of Sandy Springs | Sandy Springs, GA | 2007 - Present (Project completed in multiple phases)

b. Description of overall project and services performed by your firm

AtkinsRéalis provided master planning, landscape architecture, engineering, and construction administration services for the Abernathy Greenway Linear Park for both the north and south sides of Abernathy Road. The project included gateway signage, walkways and trails, planting design, sculpture gardens and playable art, stream enhancements, parking, lighting, site furnishings, irrigation, and a public restroom facility. The northside improvements were completed in 2010. AtkinsRéalis is currently completing the south side design documents which includes stream restoration, water quality, trail, and landscape improvements.

Relevance to Clarkston: The Abernathy Greenway project is a multi-phased project that expanded greenway, recreation and open space opportunities for the Sandy Springs community. The project enhancements provided included green infrastructure and water quality improvements that are environmentally sustainable and that will enhance the overall environmental resources within the community.

c. The duration of project services provided by your firm, and overall project budget

Phase I North Side | 2007 - 2010 | 3 years | $500,000 (Design) and $5.5 million (Construction)

Phase II South Side | 2023 - Present | $420,000 (Design) and $4 million (Construction)

d. Experience utilizing GDOT specific processes, manuals, or guidance (PDP, Design Policy, Environmental Procedures Manual, etc.)

Project is being developed in accordance with GDOT PDP.

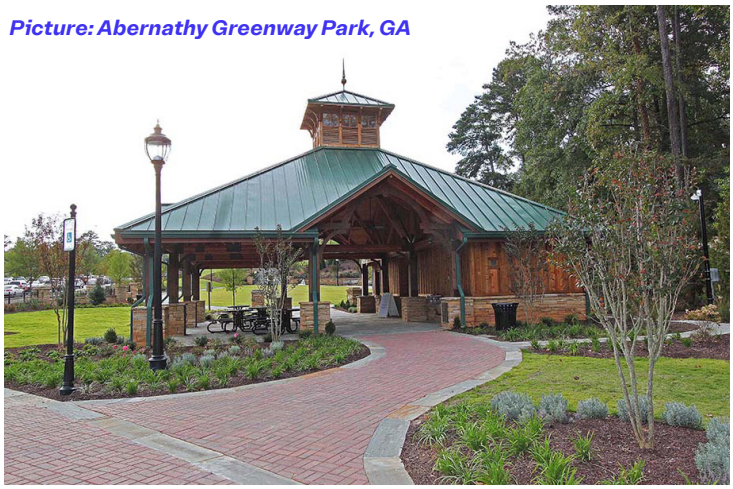
e. Client(s) current contact information

Steve Ciaccio, Assistant Parks and Rec Director
SCiaccio@sandyspringsga.gov
770.730.5600
1 Galambos Way, Sandy Springs, GA 30328

f. Involvement of Key Team Leaders on the projects

John Boudreau, RLA; Richard Rohrer, RLA; Monica Urisko, PE

Picture: Abernathy Greenway Park, GA



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1. Prime Experience (Continued)



Oakhurst Recreational Center and Sugar Creek Master Plan, Decatur, GA

a. Client name, project location and dates during which services were performed

City of Decatur | Decatur, GA | Jan 2025 - Present (anticipated completion in August 2025)

b. Description of overall project and services performed by your firm

AtkinsRéalis is providing professional planning, landscape architecture and engineering services to the city of Decatur to prepare the Oakhurst Park Master Plan. AtkinsRéalis is facilitating public outreach efforts, developing conceptual elements based on input received through public participation, preparing recommendations for the location, design, and features of park recreation improvements, as well as the proposed multi-use trail along approximately a mile of Sugar Creek. AtkinsRéalis will also assist the city with identifying grant funding opportunities for trail and park improvements. AtkinsRéalis recommendations will be documented in a final report that includes final conceptual master plan and cost estimates of the potential park and trail improvements. The final Master Plan report will be presented to City Commission for adoption. A final estimate of probable costs and 30% completed drawings of the Sugar Creek Trail project including phasing options will be provided.

Relevance to Clarkston: In the past the Sugar Creek and the adjacent flood plain have been overlooked as an environmental and open space resource by the Decatur community. As part of the master plan and 30% design documents, AtkinsRéalis intends to restore the existing concrete stream channel to its nature state, redesign the flood plain to mitigate potential flooding, create the opportunity for wildlife habitat, native planting for future educational opportunities for the Decatur community.

c. The duration of project services provided by your firm, and overall project budget

6 months (Ongoing) | $100,000 (Design)

d. Experience utilizing GDOT specific processes, manuals, or guidance (PDP, Design Policy, Environmental Procedures Manual, etc.)

As part of the conceptual master planning and preliminary design process, AtkinsRéalis is developing the project to follow the PDP process.

e. Client(s) current contact information

Kim Whatley, CPRP, CPO- Facilities and Operations Manager
Decatur Parks & Recreation Department
Kim.Whatley@decaturga.com
404.377.0494 (Main) | 678.553.6562 (Direct)
www.decaturga.com

f. Involvement of Key Team Leaders on the projects

John Boudreau, RLA; Richard Rohrer, RLA



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2. Project Manager



John Boudreau, RLA

a. Education

BA, Landscape Architecture, SUNY at Syracuse University

b. Registration

Registered Landscape Architect: GA 750; SC 1153; NC 2282

c. Relevant engineering experience

John Boudreau brings 41 years of planning, landscape architecture, and project management experience gained on projects throughout the United States. John has completed over $250 million of federally and locally funded transportation, multi-use trails, streetscapes, bicycle, and pedestrian improvement projects.

His relevant experience includes master planning, preparing concept reports, environmental clearance, design variances, preparing preliminary and final design and right of way (ROW) plans, and construction administration services that comply with state and federal funding requirements. He has successfully completed federally funded streetscape/multi-use trails projects for local governments including the City of Milton, Decatur, Sandy Springs, Marietta, Forsyth, Milton, and the City of Canton.

d. Relevant project management experience for projects of similar complexity, size, scope, and function.

Abernathy Road Greenway, City of Sandy Springs, GA. Project director for the $15 million greenway project along Abernathy Road that extends from the Chattahoochee River to Roswell Road. AtkinsRéalis has completed several phases of greenway improvements, including gateways, perimeter walls, fencing, pavilion design, plazas space, trails, landscape, irrigation, parking, lighting, and installation of playable art. AtkinsRéalis is currently working on improving the southern greenway which includes improved trail, stream restoration, native landscape plantings, and site furnishings.

Big Creek Greenway, City of Alpharetta, GA. Project manager for the preparation of construction documentation of a 3.5-mile section of popular greenway multiuse trail that weaves its way along Big Creek and through North Fulton County office parks.

Trail Master Plan, Canton, GA. Project director responsible for the preparation of a community-wide trail master plan for the City of Canton. The master plan provided over $20 million of facility improvements, including multi-use trails, nature trails, riverfront boardwalk, bridge over the Etowah River, canoe launch, and trailhead design.

Heritage Trail, Canton, GA. Project director for the preparation of construction documents for the Canton Heritage Trail project. The multi-use trail is 10-feet wide and 4,000 linear feet long. It connects the city of Canton's Heritage Park to its recently completed Etowah Park.

Etowah Trail Phase I, City of Canton, GA. Project director for the preparation of construction documentation for a multi-phase, 3.5-mile section, 12-foot-wide concrete trail that weaves its way along the Etowah River and through the City of Canton. Improvements included pedestrian bridges, site furnishings, landscaping planting, and parking lot facility.

Harmon Field Renovation, City of Canton, GA. Project manager for the $4.5-million park master plan and construction documentation for the renovation of the 12-acre recreational facility located along the Etowah River. The park improvements included the renovation of existing baseball fields, the addition of a mini-pitch turf soccer field, basketball court, 10-foot-wide concrete trails, lighting, new center plaza, landscape, site furnishing, and parking lot construction.

Johns Creek Greenway Master Plan, Fulton County, GA. Project director to Fulton County providing planning services to develop a community wide Greenway master plan. The master plan provided recommendations for bicycle, pedestrian, and greenway improvements.

Ivy Creek Trail Project, Gwinnett County Department of Transportation, GA. Project director for the construction documentation for approximately 1.5 miles of trail.

Kennesaw Mountain Trail, Cobb County Department of Transportation, Kennesaw, GA. Senior landscape architect for the design and construction of the 1.5-mile Kennesaw Mountain Trail system.

Interstate North Parkway Side Path Project, City of Sandy Springs, GA. Project director for the preparation of construction documents for approximately 4,500 linear feet of 12-foot-wide concrete side path for the City of Sandy Springs. In addition to the concrete side path, improvements included design of retaining walls, ornamental railing, site furnishings, lighting, and landscape planting improvements.

2. Project Manager

Little River Trail, Fort Payne, AL. Project director for the National Park Services for the Little River Falls Overlook and trail and boardwalk that provided Americans with Disability Act (ADA) accessibility to a waterfall and waterfall overlook platform.

Lucille Creek Greenway Trail and Boardwalk Project -Phase I, City of Powder Springs, GA. Project landscape architect for this multi-use recreational and scenic greenway improvement project that completed the linkage between downtown Powder Springs with the Silver Comet Rail Trail.

National Park Service, Chattahoochee Wildlife Center, Cochran Shoals, Marietta, GA. Senior planner for a boardwalk project and trail alignment through a sensitive wetland area. Responsible for schematic design, construction documents, native landscape planting design, and leading multidisciplinary team and boardwalk manufacturer.

Old Ball Ground and Etowah River Trail extension, Canton, GA. Project director for the construction documents for a 2.5-mile section of trail connecting the Heritage Park to Boling Park along the Etowah River. Elements of the trail include 12-foot-wide concrete trail, retaining walls, elevated boardwalk, three pedestrian bridges, signage, site furnishings and landscape improvements.

Roosevelt Warm Springs, Meriwether County, GA. Project landscape architect for a 70,000-square-foot recreation building, 400-meter track facility, baseball fields, camping, dining/lodging, and 4 miles of nature trails for the rehabilitation center in Warm Springs, Georgia.

Roberts Drive Multi-Purpose Side-Path Project, City of Sandy Springs, GA. Project director for the preparation of the 2.5-mile bicycle and pedestrian connectivity master plan for Roberts Drive and the National Park Service, Chattahoochee River National Recreational Area, and Island Fords.

Silver Comet Trail, Cobb County Department of Transportation, Cobb County, GA. Project landscape architect in charge of preparing construction plans and specifications for three trailheads located at Mavell Road, Floyd Road, and Atlanta Road.

Silver Comet Trail Extension Study, Cobb County, GA. Project manager for the preparation of a master plan that provided recommendations to Cobb County to extend the Silver Comet Trail from Mavell Road, through the Cumberland CID, and to the Chattahoochee River.

Sarasota Trails Master Plan, Sarasota, FL. Project planner for the preparation of a trails master plan for Sarasota County. The master plan encompassed the Cities of Sarasota, Venice, North Port, and the Town of Longboat Key, as well as nearby communities in Charlotte and Lee Counties. AtkinsRéalis' team prepared an existing conditions assessment, review and assessment of previous planning documents, inventory of the existing trails, trail analysis, communication and public outreach, assessment of current design policies, guidelines, maintenance and funding strategies, preparation of design guidelines and the final trails master plan report.

Highway 29 Park and Trail, Union City, GA. Project Manager. AtkinsRéalis is providing landscape architecture services for the renovation of an existing baseball field and the development of a parks trail network. AtkinsRéalis prepared construction documents to convert the existing grass field into an artificial turf facility that will be ADA accessible, as well as preparing construction documents for approximately 1.5 miles of multi-use trail improvements.

e. Relevant experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.)

John has successfully completed the GDOT PDP training. Over his 41-year career, he has developed in-depth knowledge of GDOT's PDP, Design Policy Manual, Plan Presentation Guidelines, Electronic Data Guidelines (EDG), Driveway and Encroachment Control, bridge guidance to environmental consultation and permitting, and AASHTO Green Book. He has successfully completed federally funded streetscape/ multi-use trails projects for local governments including the City of Milton, Decatur, Sandy Springs, Marietta, Forsyth, Union City, Cobb County, Fulton County, City of Alpharetta, and the City of Canton.



Picture: Ivy Creek Trail, Gwinnett County, GA

3. Key Team Leaders (Principal In Charge)



R. Brian Bolick, PE

a. Education

BS, Civil Engineering, Clemson University

b. Registration

Professional Engineer: Georgia 18052; Florida 44487; South Carolina 16389

c. Relevant civil engineering experience in the applicable resource area of the most relevant projects

Brian Bolick has 41 years of traffic engineering, transportation planning, and design experience working with both public and private sector clients. He serves in the roles of principal-in-charge, and point of contact for new and ongoing projects. In addition, Brian has significant experience coordinating with, and presenting to, elected officials, stakeholder groups, and the general public.

Activate Gwinnett Place LCI-Gwinnett Place CID, Gwinnett County, GA. Managed supplemental Livable Centers Initiative (LCI) for the Gwinnett Place Community Improvement District (CID). The project included significant engagement with local business and property owners, representatives from Gwinnett County Department of Transportation and planning, the County Chairman, Commissioners, and the County Manager. The plan resulted in recommendations for expanding and modifying existing detention ponds as amenities and regional detention. The plan also sought to spur private investment, streetscape development, and road diets for a more pedestrian-friendly environment that would include a linear park and trail system connecting existing and future development to McDaniel Farm Park. In addition, constructing Satellite Circle-a large traffic circle with an 8-acre interior, would address both traffic issues and help create an identifiable sense of place for the district, which is an otherwise nondescript 80s-90s suburban development.

Renew Atlanta and Transportation Special Purpose Local Option Sales Tax (TSPLOST), City of Atlanta, GA. Served as program manager setting up the program team. The scope included program management services to bond and TSPLOST-funded programs, including project management, project controls, construction management, materials testing, and other services. Program team and City staff worked as an integrated team to deliver the program on an aggressive schedule providing improvements throughout the City. The program included managing an internal team of engineering professionals and field technicians and directing multiple engineering consultants, ITS contractors, and construction contractors for the day-to-day program management.

On-Demand Services, Rockdale County, GA. Principal-in-charge/senior point of contact for this transportation planning, design, and Construction Engineering and Inspection (CEI) contract. Work performed included CEI services, emergency bridge inspection services, and preparation of a BUILD grant application, including benefit/cost (B/C) analysis.

TSPLOST Program Management, City of Roswell, GA. Principal-in-charge/senior advisor. As program manager, AtkinsRéalis managed design consultants, performed CEI services, and worked with the City to solve problems, including developing a new, less costly alignment for the City's signature project: Big Creek Parkway; developing aesthetic bridge modifications to new bridges over GA SR 400 including 3D images, animation, and associated costing and specifications; and helping the City plan for the next TSPLOST.

On-Call Planning, Design, and Program Management Services, City of Flowery Branch, GA. Principal-in-charge/program manager. Assisted the City of Flowery Branch with preparing planning studies and implementing capital improvement projects as its on-call consultant and single point of contact.

d. Relevant Project Management experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.) which are specific to the key team leader's area

Brian has served in the roles of principal-in-charge, project manager, or program manager on projects for local governments on numerous projects that have been delivered using GDOT's PDP. In these various roles, he has gained an understanding of GDOT's processes and requirements.

3. Key Team Leaders (Engineer of Record)



Vincent Reynolds, PE

As a former transportation manager at the City of East Point, Vincent has experience with various transportation projects for local governments. He has experience working closely with city councils, city management, planning commissions, and residents to plan and deliver new multi-modal transportation facilities including bike lanes, sidewalks, and multiuse trails. Specifically, this experience includes, addressing city council, and holding public meetings and public open houses. Vincent has experience managing projects during all phases from concept to construction.

Vidalia Trail (Downtown Vidalia to Cedar Crossing Road), PI 0019218 & PI 0019865, Toombs County, GDOT. Project manager for this enhancement project to provide a bicycle and pedestrian facility within the existing right-of-way of the former Central of Georgia Railroad from Cedar Crossings Vidalia Road to downtown Vidalia in Toombs County. A 10-foot-wide trail is proposed from Cedar Crossing Vidalia Road to downtown Vidalia, ending at Main St/US 280/SR 15/SR 29/SR 30 in Toombs County, GA. Where the trail is directly adjacent to a wall, barrier or fence, the trail will be widened by 1-foot, resulting in a 12-foot-wide trail where walls, barriers or fences would be present on both sides. The trail is approximately 2.6 miles long. The trail will follow the existing abandoned railroad alignment and stay within the existing right-of-way. Grading and drainage improvements are anticipated along the trail within existing right-of-way. Pedestrian lighting will be provided at the at-grade crossing locations and along the trail. Pedestrian bridges are anticipated at Rocky Creek, over W 1st Street, and at the stream crossing between W 4th Street and W 5th Street. Fiber conduit for a future camera connection will run along the alignment. Landscape buffers to minimize impacts to adjacent property owners and site furnishing improvements at select locations along the trail corridor are anticipated.

DeKalb County, Crestline Drive at Chrysler Drive Sidewalks and Mini Roundabout, GA. Project manager for design of this intersection improvement through concept, preliminary, and right-of-way plans. This project will add approximately 2,800 LF of sidewalks along Crestline Drive from Chrysler Drive to Briarcliff Road. The project also includes design of a mini roundabout at the existing "T" intersection of Crestline Drive and Chrysler Drive. Currently, the project is in final design.

Cedar Grove Traffic Calming, DeKalb County, GA. Project manager for the design of this project from concept through preliminary, ROW, and final plans. The project aims to reduce speeds and discourage heavy truck traffic along Cedar Grove Road. It will include the addition of several easabouts along Cedar Grove and East Conley Road, with mini roundabouts proposed at the intersections of Cedar Grove Road with East Conley Road and Bouldercrest Road. The project is currently in the preliminary design phase.

Urban Interchange SR 316 at Hurricane Trail (PI 0013895-97), Gwinnett DOT, Lawrenceville, GA. Deputy project manager responsible for overseeing urban interchange design and assisting with project management, as well as coordination and collaboration with Gwinnett DOT and GDOT to implement project through the GDOT PDP. This project involved urban design of a partial diamond/clover interchange configuration to separate the existing at grade intersection of SR 316 at Hurricane Trail. To accommodate a future collector-distributer (C-D) system, the project was designed to utilize the C-D system for eastbound and westbound SR 316 traffic; SR 316 could then be widened within the median to accommodate future traffic demands without impacting the surrounding area.

a. Education

MS, Civil Engineering, Kennesaw State University
MBA, Regis University
BS, Civil Engineering Technology, Kennesaw State University

b. Registration

Professional Engineer, GA 30484, MT 16216
Georgia Soil and Water Conservation Commission (GSWCC), Level II Certification

c. Relevant civil engineering experience in the applicable resource area of the most relevant projects

Vincent Reynolds has 28 years of transportation design and project management experience. Prior to joining AtkinsRéalis, he acquired extensive experience in transportation engineering as a consultant and city official. He has delivered numerous projects for local municipalities and the Georgia Department of Transportation (GDOT), including roundabouts, multiuse trails, sidewalks, intersection improvements, bridge replacements, and urban and rural highway projects. Vincent collaboratively leads multidisciplinary teams of professionals through the GDOT Plan Development Process (PDP), National Environmental Policy Act (NEPA), and United States Corps of Engineers (USACE) permitting process.

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3. Key Team Leaders (Engineer of Record)

Urban Interchange SR 316 at Hi Hope Road (PI 0013893), Gwinnett DOT, Lawrenceville, GA. Deputy project manager responsible for oversight of urban interchange design as well as assisting with project management, coordinating, and collaborating with Gwinnett DOT and GDOT to implement the project through the GDOT PDP. This project involved the urban design of a diamond interchange configuration to grade separate the existing at grade intersection of SR 316 at Hi Hope Road. To accommodate future C-D system, the project was designed to utilize the C-D system for eastbound and westbound SR 316 traffic. SR 316 could then be widened within the median to accommodate future traffic demands without impacting the surrounding area. Coordinated with Design Policy & Support for approval of a design variance for shoulder widths.

Janice Drive Intersection Improvements, City of East Point, GA. Project manager for the design of this intersection improvement from concept through right-of-way acquisition. This project will realign Janice Drive at its intersection with Washington Road with new sidewalks along each roadway. Currently, Janice Drive connects to Washington Road at an unsafe skew angle, with a stop condition on Janice Drive. The new alignment of Janice Drive will form a "T" intersection with Washington Road with a proposed traffic signal. This project is under construction.

Spine Road at SR 92 Signalized Intersection, Douglas County, GA. Project manager for design of a new roadway alignment with plans for proposed new mixed-use development along the route. The new alignment includes a multiuse trail, a single lane roundabout, access drives for existing and proposed development and will form a T-intersection with SR 92 with a new signal and median break. Vincent oversaw the conceptual layout, preliminary, right-of-way, and final design. This project includes coordination with the GDOT District 7 for a signal and encroachment permit for the median break along SR 92. He also oversaw geometric design, hydraulic design, signing and marking, quantities and erosion control design, landscape design, pavement design, and was heavily involved with the CEI.

d. Relevant Project Management experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.) which are specific to the key team leader's area

Relevant experience includes projects designed in accordance with all GDOT design manuals, limited scope concept reports, detour reports, pavement design, Plan Presentation Guide (PPG), bridge guidance to environmental consultation and permitting, representative sampling locations for erosion control, sediment storage calculations, post construction stormwater report (PCSR) for MS4, standards, details, plans checklists, ICE policy, and PDP. Vincent has successfully guided multiple GDOT projects and local projects through appropriate design policies while documenting and supporting design exceptions and variances when appropriate.



Rendering: Vidalia Trail Project, Toombs County, GA





Richard Rohrer, RLA

a. Education

B.S., Landscape Architecture, Purdue University

b. Registration

Registered Landscape Architect (RLA): Indiana 80900013; Texas 3490

c. Relevant civil engineering experience in the applicable resource area of the most relevant projects

Rich Rohrer has 36 years of experience in the design and management of major planning and landscape architectural projects across the country. His career covers a diverse range of scale and complexity for public and private clients, designing and managing a broad range of community, facility, and campus planning projects, urban design, private developments, streetscapes, residential communities, athletic, educational, and health care facilities. Rich also has a specialized interest and experience with multidisciplinary project teams, facilitation of public involvement, and construction management.

Ivy Creek Trail Project, Gwinnett County Department of Transportation, GA. Project manager for an assessment of various trail alignment options to mitigate impacts to the environment and wetland areas while creating a safe and diverse visitor experience. Objectives included reducing or eliminating vehicle/pedestrian crossings and reducing the number of bridged stream crossings to accomplish the connections between the park and the new trail connection near I-985. Provided construction observation for a portion of the overall design. Tasks included planning; preparation of construction documents for a trailhead; multi-use trail, boardwalk, and bridge design; wetland and stream mitigation; cost estimates; and public involvement.

Trail Master Plan, Canton, GA. Senior landscape architect responsible for the preparation of a community-wide trail master plan for the City of Canton. The master plan provided over $20 million of facility improvements, including multiuse trails, nature trails, riverfront boardwalk, a bridge over the Etowah River, a new community park canoe launch, and trailhead design. Following the master plan phase, AtkinsRéalis provided design services on four sections of trail that were part of this original design.

Canton Heritage Trail, Canton, GA. Provided project management on the construction document phase of Canton Heritage Trail project. The multi-use trail is 10 feet wide and will connect Cantons Heritage Park to its recently completed Etowah Park. Elements of the trail include concrete trail, retaining walls, landscaping, and elevated boardwalk.

Etowah River Trail, Canton, GA. Senior Landscape Architect responsible for providing master planning and construction documents for a new section of trail connecting the Etowah River Park to City owned park land to the east of 575. This new multi-use trail is the latest phase of an overall river trail connecting the recently completed Etowah Park to Boling Park to the west. Elements of the trail include concrete trail, retaining walls, landscaping, elevated boardwalk and river overlook.

Etowah River Trail extension, Canton, GA. Senior Landscape Architect responsible for providing master planning and construction documents for a new section of trail connecting the Heritage Park and Boling Park along the Etowah River. This new multi-use trail is the latest phase of an overall river trail connecting the recently completed Etowah Park to Boling Park to the west. Elements of the trail include concrete trail, retaining walls, landscaping, and elevated boardwalk and river overlook

Harmon Park, Canton, GA. Senior Landscape Architect responsible for the preparation of park revitalization plans for the City of Canton. The Master Plan and construction documents provided over 4 million dollars of facility improvements that included riverfront walking trails, nature trails, picnic shelter, a mini-pitch soccer field, baseball field improvements, parking, and landscaping.

Roberts Drive Side Path Master Plan, City of Sandy Springs, GA. Senior landscape architect responsible for the preparation of a trail master plan for the City of Sandy Springs. The master plan provided over $16 million of facility improvements, including multi-use trails, boardwalks, bridges and connection to the Chattahoochee River National Recreation Area.

3. Key Team Leaders (Trail Design)

Abernathy Road Linear Greenway, City of Sandy Springs, GA. Senior designer for Abernathy Road Linear Greenway, a highly visible project on both sides of Abernathy Road that extends from the Chattahoochee River at Johnson's Ferry eastward to Roswell Road. The 20-acre greenway and urban park included naturalized landscapes, walkways and trails, large open meadows, sculpture gardens, an education/interpretive center, Southern-style gardens, amphitheater, playground, pavilions, parking and stream enhancement.

Abernathy Greenway South Side, City of Sandy Springs, GA. Senior designer for Abernathy Greenway southside project. This is a continuation of design services for this popular award-winning urban park. The southside improvements include naturalized landscapes, walkways and trails, pollinator gardens, green infrastructure improvements - stream bank restoration, water quality initiatives, rain gardens, and bio-swales.

Interstate North Parkway Side Path Project, City of Sandy Springs, GA. Senior Landscape Architect responsible for the preparation of construction documents for approximately 4,500 linear feet of 12-foot-wide concrete side path for the City of Sandy Springs. In addition to the concrete side path, improvements included design of retaining walls, ornamental railing, site furnishings, lighting, and landscape planting improvements.

Oakhurst Park Masterplan, City of Decatur, GA. Senior Landscape Architect responsible for responsible for the preparation of park revitalization plans for Oakhurst Park. The Master Plan includes improvements to existing athletic fields at Oakhurst Park, revitalization of Sugar Creek stream and wetlands, and upgrades to Hawk Hallow Nature Center.

Legacy Park Circulation Planning, City of Decatur, GA. Provided planning and conceptual design services for a large park in Decatur. Existing and proposed circulation throughout the park were examined, including pedestrian and vehicular routes and on-site parking. Facilitated community open houses and online surveys to gain input to inform design measures.

Union City Miracle Field and Trail Project, City of Union City, GA. Senior Landscape Architect responsible for the preparation of the park revitalization master plan and construction documents. Improvements include a synthetic turf field, batting cage, bullpens, fitness trail, safety netting, playground upgrades and a multi-use trail.

d. Relevant Project Management experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.) which are specific to the key team leader's area

Rich has served in the roles of project manager or senior landscape architect on projects for local governments on numerous projects that have been delivered using GDOT's PDP. In these various roles, he has developed an in-depth knowledge of an understanding of GDOT's processes and requirements. GDOT's PDP, Design Policy Manual, Plan Presentation Guidelines, Electronic Data Guidelines (EDG), bridge guidance to environmental consultation and permitting, and AASHTO Green Book. He has successfully completed federally funded streetscape/ multi-use trails projects for many local governments within the state of Georgia.



Picture: Abernathy Greenway Park, Sandy Springs, GA



Picture: Ivy Creek Trail, Gwinnett County, GA

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2. Key Team Leaders (NEPA/Environmental)



Katie West

a. Education

M.S., Environmental Policy and Management, University of Denver

B.A., Anthropology, University of Georgia

b. Registration

N/A

c. Relevant civil engineering experience in the applicable resource area of the most relevant projects

Katie West is a senior environmental planner and project manager with over 11 years of transportation experience. As an environmental planner, she leads teams through all aspects of the National Environmental Policy Act (NEPA)/Georgia Environmental Policy Act (GEPA) process including social environmental analysis and public involvement. These analysis and efforts include land use changes, Title VI of the Civil Rights Act of 1964, Environmental Justice (Executive Orders 12898 and 14096), and meaningful public engagement strategies.

North Point Alpha Link Trail Project, City of Alpharetta Transportation Special Purpose Local Option Sales Tax (TSPLOST) Program Management Services, GA. Program manager for the North Point Alpha Link Trail project. As program manager for the City of Alpharetta, she uses her knowledge of the Georgia Department of Transportation (GDOT's) Plan Development Process (PDP) and the federal environmental process to represent the interests of the City in moving the development of the shared-use path forward. This path would connect to existing bicycle and pedestrian facilities along Encore Parkway, run parallel to SR 400 on new location, then follow Haynes Bridge Road to connect to the Alpha Loop path.

Noonday Creek Trail Extension, Cherokee and Cobb Counties, GA. Prepared NEPA documentation (PCE) for the multi-use trail extension in the City of Woodstock, Cherokee County, and Cobb County. Additional responsibilities included leading a team of environmental subject matter experts, preparing the Need, Effectiveness, and Logical Termini (NELT) Justification form approved by FHWA, and maintaining the schedule with a Section 404 permit and buffer variance as the project approached let.

GDOT Off-System Safety Improvements at 4 Locations, DeKalb County, GA. Completed community research, field survey, resource identification, and reporting for Architectural History in compliance with Section 106 of the National Historic Preservation Act of 1966. The project consisted of safety improvements including Americans with Disabilities Act (ADA) curb cut ramps and sidewalks, installing rectangular rapid flashing beacons (RRFBs), and installing radar speed and warning signs. The project was along North Indian Creek Drive between Rockbridge Road and Jamieson Place; along Briarcliff Road between Timothy Drive and Serpentine Drive; and along South Hairston Road between Wesley Chapel Road and Redan Road. Extensive community and background research was completed on many resources including Clarkston High School and Indian Creek Elementary School.

Region 3 General Engineering Services (Coastal Plain), Georgia Dept. of Transportation Districts 4 and 5 and Portions of District 2, GA. Environmental lead for the contract and has led environmental for multiple, simultaneous task orders for multi-use trails, bike paths, bridge replacements, interchange modifications, and intersection improvements projects. Her team has provided all scoped environmental services for these projects (66 task orders), including resource identification and technical studies for history, archaeology, ecology, air, and noise. She tracks the status of each individual project and keeps milestone dates on schedule. If a risk is identified during proactive status checks, a robust recovery schedule is created through collaboration with subject matter exerts, reviewers, and state and federal agencies, if necessary. On PIs 0017517 and 0017697, Ms. West requested and successfully downgraded the NEPA documentation from a CE to a PCE using her knowledge of the programmatic agreement, saving months of unnecessary time and effort.

d. Relevant Project Management experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.) which are specific to the key team leader's area

Katie has a GDOT PDP certification and is well versed in the environmental guidebooks and manuals published by OES, EPM, and the various laws, rules, and regulations guiding the environmental process, including all relevant programmatic agreements.



Monica Urisko, PE, CFM, PMP

a. Education

M.S., Engineering, Pennsylvania State University

B.S., Civil Engineering, Universidad Javeriana

b. Registration

Professional Engineer: Alabama 33957; Georgia 034728; North Carolina 042254

c. Relevant civil engineering experience in the applicable resource area of the most relevant projects

Monica Urisko has 24 years of experience. She is responsible for Federal Emergency Management Agency map coordination and hydraulic and hydrologic modeling. Ms. Urisko is also experienced with hydraulic and hydrologic modeling for stormwater management including programs such as HEC-1, HEC-2, HEC-HMS, HEC-RAS, and DAMBRK modeling software.

Ivy Creek Trail Project, Gwinnett County Department of Transportation, GA. Water Resources Engineer. Performed hydrologic and hydraulic modeling of several stream crossings to evaluate project impacts. Developed modes, mapping and reports in support of a No-Rise certification.

Etowah River Trail Extension, Canton, GA. Water Resources Engineer. Performed hydrologic and hydraulic modeling along the Etowah River, floodplain mapping and developed a final report in support of a No-Rise certification for the Etowah River trail extension.

Lake Forest Dam Removal – Impact Analysis for Various Mitigation Alternatives Study, City of Sandy Springs, GA. Project Manager. This project aimed to evaluate the hydrologic and hydraulic performance of the dam's outfall systems, considering various design configurations to reclassify the dam from Category I to exempt status. Additionally, the study sought to assess erosion impacts on the downstream tributary, extending to its confluence with Nancy Creek.

Georgia Flood Map Modernization Program, Georgia Dept. of Natural Resources, Statewide Georgia. Project engineer responsible for performing approximate and limited detail hydrology, hydraulics, and mapping using U.S. Geological Survey regression equations, gage analysis, HEC-RAS, HEC-GeoRAS, and ArcGIS. Reviewed detailed HECHMS hydrology and HEC-RAS hydraulic modeling for compliance with Federal Emergency Management Agency. Also performed quality control tasks. Under this $17.1 million contract, AtkinsRéalis has produced, or is producing, county-wide digital flood insurance rate maps (DFIRM) in 84 counties throughout the state. This effort comprises 3,292 DFIRM panels, 1,034 miles of redelineation, 949 miles of leverage study data incorporation, 3,069 miles of new Zone A floodplain mapping, and 320 miles of new limited detail study. Both riverine and coastal counties are being mapped.

SC 4/SC 302 Bridge and Riverine Hydraulics, South Carolina Dept. of Transportation, Aiken County, SC. Project engineer responsible for developing hydraulic models. This project involved the replacement of the approaches for the SC 4/SC 302 bridge over Cedar Creek in Aiken County. Tasks included performing bridge hydraulics using HEC-RAS, analyzing the bridge for 100-year and 500-year storm events, determining the 100-year and 500-year scour elevations at each pier and abutment, performing scour calculations in conformance with the guidelines provided in HEC-18 and HEC-20 using HEC-RAS, and preparing "No Rise" documentation using HEC-RAS for submittal to the county floodway administrator. Services also included design of the proposed roadway storm drainage including ditches, culverts, and outfalls; and performing the design analysis for sediment and erosion control.

d. Relevant Project Management experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.) which are specific to the key team leader's area

Monica has extensive experience in performing hydrologic and hydraulic (H&H) modeling for a variety of culvert and bridge design projects. Her work included developing H&H models to ensure proper design and compliance with regulatory standards. In addition to modeling, she has conducted thorough quality assurance and quality control (QA/QC) reviews of H&H reports and modeling deliverables, ensuring alignment with the Georgia Department of Transportation (GDOT) Drainage Manual and project-specific requirements.

3. Key Team Leaders (Public Involvement)



Keisha Jackson

a. Education

BA, Environmental Studies, Warren Wilson College

b. Registration

N/A

c. Relevant civil engineering experience in the applicable resource area of the most relevant projects

Keisha Jackson has 25 years of public engagement and NEPA experience, and has led hundreds of transportation projects funded by local, state, and federal sources. As a former NEPA Section Chief at GDOT and now a consultant, she excels in delivering public involvement initiatives across Georgia for diverse communities. Her experience includes the creation of extensive public engagement plans, leading Public Information Open Houses (PIOH) and stakeholder meetings, drafting public engagement materials, navigating material translations, and advocating for meaningful and equitable engagement. Keisha is a go-to resource for collaboration with GDOT, local governments, consultants, and community members.

GDOT, SR 13 Phase II, Atlanta, GA. Keisha was the Public Involvement and NEPA Lead responsible for the NEPA documentation and public engagement activities. This project involved pedestrian safety improvements along the SR 13 corridor from Afton Lane to Shallowford Terrace including sidewalks, ADA upgrades, pedestrian lighting, hybrid beacons, mid-block crossings with pedestrian refuges, and the replacement of a two-way left turn lane. Keisha utilized multiple strategies to introduce pedestrian hybrid beacons to a diverse community of non-native English speakers, and she co-created a newsletter that was translated into four languages and distributed through local schools to families. Keisha participated in multiple open house public meetings, answered questions, and responded to written comments. She worked closely with the design team to incorporate the community's input into the design and NEPA evaluation.

GDOT, SR 520/US 280 at Chattahoochee River Bridge Replacement, Columbus, GA. Keisha was the Public Involvement Lead responsible for creating a robust public involvement plan and conducting multiple stakeholder meetings with local officials and federal and state agencies. Stakeholders included the Columbus consolidated city-county government, Phenix City government in Alabama, Muscogee County emergency services, USACE, River Valley Regional Commission, US Department of Housing and Urban Development, US Coast Guard, FHWA, ALDOT, and GDOT. The engagement methods for this project considered participants in two states and in different time zones. Keisha communicated the future planning and resource protection goals of each municipality to the design team with an effort not to preclude the ability of those municipalities to implement their future land use and community development plans. The project consists of replacing the bridge over the Chattahoochee River on SR 520/US 280 in Columbus.

Tybee Island Safety Project, GDOT, Chatham County, GA. Keisha is the Public Involvement Lead responsible for community and stakeholder coordination. Public engagement on this project involves a partnership between AtkinsRéalis and the local government. This partnership allowed for a tailored approach to reaching the local community including social media content and newspaper advertisements. She worked closely with local government officials to develop the meeting materials and strategy, and to identify locations for public meetings. Keisha also worked closely with design to create the project presentation.

d. Relevant Project Management experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.) which are specific to the key team leader's area

Keisha has an extensive understanding of the GDOT PDP, NEPA, and the GDOT Environmental Procedures Manual (EPM) and updated Environmental Guidebooks. She gained this knowledge during her 16 years as a GDOT NEPA Analyst and subsequent 9 years as a NEPA consultant on GDOT projects.

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3. Key Team Leaders (Right of Way)



Cheryl Brewer

Through her vast knowledge of the Right of Way business she has developed a great working relationship with current GDOT management and her retired peers. These relationships have served to make her successful in the Right of Way industry. She has served as the Right of Way program manager for the TIA (Transportation Investment Act) Program since 2013 which is equivalent to the GDOT Right of Way Administrator. As the program manager, she is responsible for the oversight for all phases of Right of Way acquisition within the 4 regions within the State of Georgia. These regions are CSRA, River Valley, South Georgia, and Heart of Georgia. The oversight includes Right of Way Consultants and Local Governments. Since the start of the TIA program, Cheryl has managed the acquisition of 77 projects with 2,198 parcels.

a. Education

B.S. Business Administration, Limestone University

b. Registration

GDOT certified Right of Way Project Manager

Georgia Real Estate Broker #305947

Georgia Certified General Real Property Appraiser #006418

Georgia DBE Certified

GDOT certified in Title VI and ADA Training

c. Relevant civil engineering experience in the applicable resource area of the most relevant projects

Cheryl Brewer has over 35 years' experience in the Right of Way field. She had a 22-year career with the Georgia Department of Transportation working her way from a Right of Way specialist to an Administrative Appeals officer. She worked 5 years for Cardno TBE as a Project Manager for the Right of Way Division. As a project manager with Cardno TBE, Cheryl covered South Carolina, Virginia, North Carolina, and Pennsylvania. She gained valuable knowledge of how each state handles Right of Way acquisition. Cheryl Brewer, as the founder and owner of CHB Acquisition Services, LLC has grown her business since the formation in October 2011.

P.I. 0006253, Georgia Department of Transportation, Greene/Putnam, County, Georgia. Served as Right of Way acquisition manager. The project is on SR 44 in Putnam and Greene County. It consists of 222 parcels. Responsibilities include assisting Renee Williford, CHB Acquisition Employee, who serves as project manager, handling the final contacts, and assigning parcels to the appeals officer. This project is due to let to construction in April 2024.

P.I. 0007613 DeKalb County, City Center Clarkston Streetscape. Served as Project Manager for the acquisition of 55 parcels. Streetscape project worked with the City of Clarkston. Managed the appraisal process, acquisition and closing. Work closely with the City Manager.

P.I. 0011434 Muscogee. Served as TIA Program Manager for the acquisition of 95 parcels with 55 relocations. The project was a widening of Cusseta and Old Cusseta. This project was let for construction in February 2023, and it was on time and within budget. As TIA program manager, responsible for all phases of acquisition from pre-acquisition through condemnations. Given 6 months to complete this project.

P.I. 0006446 Muscogee/Harris. Served as TIA Program Manager for the acquisition of 186 parcels. The project was a widening of US 27/SR 1. This project is on-going but on time and within budget. As TIA program manager, responsible for all phases of acquisition from pre-acquisition through condemnations. Given 18 months to complete this project.

Glynn County. Served as a Project Manager for this project extension of Dungeness Drive. The project consisted of 4 parcels. Coordinated the appraisals and preliminary titles. Instructed the agent on the offer packages. Worked with the County to try and settle these parcels.

Glynn County. Served as project manager for the roundabout at Sea Island Road at Frederica Road. The project consisted of 9 parcels. This project is in the appraisal and preliminary title stages.

d. Relevant Project Management experience utilizing GDOT specific processes, manuals, or guidance (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.) which are specific to the key team leader's area

It is important to point out the with Cheryl's management she has a condemnation rate of 3.5%. for TIA projects (with 2% being condemnation for title). She has a great relationship with GDOT Right of Way upper management. Through this relationship she is kept in the loop of any policy changes. She works closely with the GDOT Right of Way Administrator to ensure the TIA manual is up to date and reflects GDOT policy for projects on-system and off-system. She is acquiring ROW in a manner that is consistent with GDOT policies.

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E. AREA CLASS SUMMARY

Area Class Summary Form

Area Class	Area Class Description	AtkinsRéalis USA Inc. (Prime)	Accura Engineering and Consulting Services, Inc.	Atlanta Consulting Engineers, Inc.	Ecological Solutions, Inc.	CHB Acquisition Services LLC*
	DBE	**No**	**Yes**	**No**	**No**	**Yes**
	Prequalification Expiration Date	5/10/26	1/31/28	7/12/27	2/28/28	1/21/28
3.02	Two-Lane or multi-lane urban Roadway Design	■				
3.13	Facilities for Bicycles and Pedestrians	■				
9.01	Erosion, Sedimentation, and Pollution Control Plan	■				
1.06(a)	NEPA	■			■	
1.06(b)	History	■				
1.06(d)	Noise	■				
1.06(e)	Ecology	■			■	
1.06(f)	Archaeology	■				
1.06(g)	Freshwater Aquatic Surveys				■	
1.06(h)	Bat Surveys				■	
1.07	Attitude, Opinion, and Community Value Studies (Public Involvement)	■				
1.10	Traffic Analysis	■				
3.08	Landscape Architecture Design	■				
3.09	Traffic Control Systems Analysis, Design and Implementation	■				
3.10	Utility Coordination		■			
4.01(a)	Minor Bridge Design	■				
4.04	Hydraulic and Hydrological Studies (Bridges)	■				
5.01	Land Surveying	■	■			
5.02	Engineering Surveying	■	■			
5.03	Geodetic Surveying	■	■			
5.08	Overhead/Subsurface Utility Engineering (SUE)		■			
6.01(a)	Soil Survey Studies		■			
6.01(b)	Geological and Geophysical Studies		■			
6.02	Bridge Foundation Studies		■			
6.03	Hydraulic and Hydrologic Studies (Soils & Foundation)		■			

*CHB Acquisition Services LLC is only providing ROW services

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STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
ATKINSREALIS USA, INC. 1600 RIVEREDGE PARKWAY, N.W., Suite 600, ATLANTA, GA 30328	July 11, 2024	May 10, 2026

SIGNATURE

Christopher Rudd

1.	**Transportation Planning**		
X	1.01	State Wide Systems Planning	
X	1.02	Urban Area and Regional Transportation Planning	
_	1.03	Aviation Systems Planning	
X	1.04	Mass and Rapid Transportation Planning	
X	1.05	Alternate System and Corridor Location Planning	
_	1.06	Unknown	
X	1.06a	NEPA Documentation	
X	1.06b	History	
X	1.06c	Air Studies	
X	1.06d	Noise Studies	
X	1.06e	Ecology	
X	1.06f	Archaeology	
_	1.06g	Freshwater Aquatic Surveys	
_	1.06h	Bat Surveys	
X	1.07	Attitude, Opinion and Community Value Studies	
_	1.08	Airport Master Planning	
X	1.09	Location Studies	
X	1.10	Traffic Studies	
_	1.11	Traffic and Toll Revenue Studies	
X	1.12	Major Investment Studies	
X	1.13	Non-Motorized Transportation Planning	
2	**Mass Transit Operations**		
_	2.01	Mass Transit Program (Systems) Management	
_	2.02	Mass Transit Feasibility and Technical Studies	
_	2.03	Mass Transit Vehicle and Propulsion System	
	2.04	Mass Transit Controls, Communications and Information Systems	
_	2.05	Mass Transit Architectural Engineering	
_	2.06	Mass Transit Unique Structures	
_	2.07	Mass Transit Electrical and Mechanical Systems	
_	2.08	Mass Transit Operations Management and Support Services	
_	2.09	Aviation	
_	2.10	Mass Transit Program (Systems) Marketing	
3	**Highway Design Roadway**		
X	3.01	Two-Lane or Multi-Lane Rural Generally Free Access Highway Design	
X	3.02	Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers	
X	3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas	
X	3.04	Multi-Lane, Limited Access Expressway Type Highway Design	
X	3.05	Design of Urban Expressway and Interstate	
X	3.06	Traffic Operations Studies	
X	3.07	Traffic Operations Design	
X	3.08	Landscape Architecture	
3.	**Highway Design Roadway (continued)**		
X	3.09	Traffic Control System Analysis, Design and Implementation	
_	3.10	Utility Coordination	
_	3.11	Architecture	
X	3.12	Hydraulic and Hydrological Studies (Roadway)	
X	3.13	Facilities for Bicycles and Pedestrians	
_	3.14	Historic Rehabilitation	
X	3.15	Highway Lighting	
_	3.16	Value Engineering	
X	3.17	Design od Toll Facilities Infrastructure	
4.	**Highway Structures**		
X	4.01a	Minor Bridges Design	
_	4.01b	Minor Bridges Design CONDITIONAL	
X	4.02	Major Bridges Design	
_	4.03	Movable Span Bridges Design	
X	4.04	Hydraulic and Hydrological Studies (Bridges)	
X	4.05	Bridge Inspection	
5.	**Topography**		
X	5.01	Land Surveying	
X	5.02	Engineering Surveying	
X	5.03	Geodetic Surveying	
_	5.04a	Aerial Photography/Conventional Aircraft	
X	5.04b	Aerial Photography Unmanned Aircraft System (UAS) Concept Grade	
_	5.04c	Aerial Photography Unmanned Aircraft System (UAS) Design Grade	
_	5.05	Aerial Photogrammetry	
X	5.06a	Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)	
X	5.06b	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)	
X	5.06c	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)	
_	5.06d	Topographic Remote Sensing (SONAR)	
_	5.06e	Topographic Remote Sensing Thermal and Infrared	
X	5.07	Cartography	
_	5.08	Subsurface Utility Engineering	
6.	**Soils, Foundation & Materials Testing**		
_	6.01a	Soil Surveys	
_	6.01b	Geological and Geophysical Studies	
_	6.02	Bridge Foundation Studies	
_	6.03	Hydraulic and Hydrological Studies (Soils and Foundation)	
_	6.04a	Laboratory Materials Testing	
_	6.04b	Field Testing of Roadway Construction Materials	
_	6.05	Hazard Waste Site Assessment Studies	
8.	**Construction**		
X	8.01	Construction Supervision	
_	8.02	Airport Construction Administration and Observation	
9.	**Erosion and Sedimentation Control**		
X	9.01	Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program	
_	9.02	Rainfall and Runoff Reporting	
X	9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

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STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
ACCURA ENGINEERING AND CONSULTING SERVICES, INC. 3200 PRESIDENTIAL DRIVE, ATLANTA, GA 30340	February 13, 2025	January 31, 2028

SIGNATURE

Christopher Rudd

1.	**Transportation Planning**		
_	1.01	State Wide Systems Planning	
_	1.02	Urban Area and Regional Transportation Planning	
_	1.03	Aviation Systems Planning	
_	1.04	Mass and Rapid Transportation Planning	
_	1.05	Alternate System and Corridor Location Planning	
_	1.06	Unknown	
_	1.06a	NEPA Documentation	
_	1.06b	History	
_	1.06c	Air Studies	
_	1.06d	Noise Studies	
_	1.06e	Ecology	
_	1.06f	Archaeology	
_	1.06g	Freshwater Aquatic Surveys	
_	1.06h	Bat Surveys	
_	1.07	Attitude, Opinion and Community Value Studies	
_	1.08	Airport Master Planning	
_	1.09	Location Studies	
_	1.10	Traffic Studies	
_	1.11	Traffic and Toll Revenue Studies	
_	1.12	Major Investment Studies	
	1.13	Non-Motorized Transportation Planning	
	2	**Mass Transit Operations**	
_	2.01	Mass Transit Program (Systems) Management	
_	2.02	Mass Transit Feasibility and Technical Studies	
_	2.03	Mass Transit Vehicle and Propulsion System	
	2.04	Mass Transit Controls, Communications and Information Systems	
_	2.05	Mass Transit Architectural Engineering	
_	2.06	Mass Transit Unique Structures	
_	2.07	Mass Transit Electrical and Mechanical Systems	
_	2.08	Mass Transit Operations Management and Support Services	
_	2.09	Aviation	
_	2.10	Mass Transit Program (Systems) Marketing	
	3	**Highway Design Roadway**	
X	3.01	Two-Lane or Multi-Lane Rural Generally Free Access Highway Design	
_	3.02	Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers	
_	3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas	
_	3.04	Multi-Lane, Limited Access Expressway Type Highway Design	
_	3.05	Design of Urban Expressway and Interstate	
_	3.06	Traffic Operations Studies	
_	3.07	Traffic Operations Design	
_	3.08	Landscape Architecture	
_	3.09	Traffic Control System Analysis, Design and Implementation	
X	3.10	Utility Coordination	
_	3.11	Architecture	
_	3.12	Hydraulic and Hydrological Studies (Roadway)	
_	3.13	Facilities for Bicycles and Pedestrians	
_	3.14	Historic Rehabilitation	
_	3.15	Highway Lighting	
_	3.16	Value Engineering	
_	3.17	Design od Toll Facilities Infrastructure	
4.		**Highway Structures**	
_	4.01a	Minor Bridges Design	
_	4.01b	Minor Bridges Design CONDITIONAL	
_	4.02	Major Bridges Design	
_	4.03	Movable Span Bridges Design	
_	4.04	Hydraulic and Hydrological Studies (Bridges)	
_	4.05	Bridge Inspection	
5.		**Topography**	
X	5.01	Land Surveying	
X	5.02	Engineering Surveying	
X	5.03	Geodetic Surveying	
_	5.04a	Aerial Photography/Conventional Aircraft	
X	5.04b	Aerial Photography Unmanned Aircraft System (UAS) Concept Grade	
X	5.04c	Aerial Photography Unmanned Aircraft System (UAS) Design Grade	
X	5.05	Aerial Photogrammetry	
X	5.06a	Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)	
X	5.06b	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)	
X	5.06c	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)	
X	5.06d	Topographic Remote Sensing (SONAR)	
_	5.06e	Topographic Remote Sensing Thermal and Infrared	
X	5.07	Cartography	
X	5.08	Subsurface Utility Engineering	
6.		**Soils, Foundation & Materials Testing**	
X	6.01a	Soil Surveys	
X	6.01b	Geological and Geophysical Studies	
X	6.02	Bridge Foundation Studies	
X	6.03	Hydraulic and Hydrological Studies (Soils and Foundation)	
_	6.04a	Laboratory Materials Testing	
_	6.04b	Field Testing of Roadway Construction Materials	
X	6.05	Hazard Waste Site Assessment Studies	
8.		**Construction**	
X	8.01	Construction Supervision	
_	8.02	Airport Construction Administration and Observation	
9.		**Erosion and Sedimentation Control**	
_	9.01	Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program	
_	9.02	Rainfall and Runoff Reporting	
_	9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

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Atlanta Consulting Engineers, Inc.

STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
ATLANTA CONSULTING ENGINEERS, INC. 500 SUN VALLEY DR., UNIT G2, ROSWELL, GA 30076	June 13, 2024	July 12, 2027

SIGNATURE

Christopher Rudd

1.	**Transportation Planning**	
_	1.01	State Wide Systems Planning
_	1.02	Urban Area and Regional Transportation Planning
_	1.03	Aviation Systems Planning
_	1.04	Mass and Rapid Transportation Planning
_	1.05	Alternate System and Corridor Location Planning
_	1.06	Unknown
_	1.06a	NEPA Documentation
_	1.06b	History
_	1.06c	Air Studies
_	1.06d	Noise Studies
_	1.06e	Ecology
_	1.06f	Archaeology
_	1.06g	Freshwater Aquatic Surveys
_	1.06h	Bat Surveys
_	1.07	Attitude, Opinion and Community Value Studies
_	1.08	Airport Master Planning
_	1.09	Location Studies
_	1.10	Traffic Studies
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2	**Mass Transit Operations**	
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_	2.05	Mass Transit Architectural Engineering
_	2.06	Mass Transit Unique Structures
_	2.07	Mass Transit Electrical and Mechanical Systems
_	2.08	Mass Transit Operations Management and Support Services
_	2.09	Aviation
_	2.10	Mass Transit Program (Systems) Marketing
3	**Highway Design Roadway**	
_	3.01	Two-Lane or Multi-Lane Rural Generally Free Access Highway Design
_	3.02	Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers
_	3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas
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_	5.02	Engineering Surveying
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_	9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations

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STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
ECOLOGICAL SOLUTIONS, INC. 630 COLONIAL PARK DR., SUITE 200, ROSWELL, GA 30075	February 13, 2025	February 28, 2028

SIGNATURE

Christopher Rudd

1.	**Transportation Planning**	
_	1.01	State Wide Systems Planning
_	1.02	Urban Area and Regional Transportation Planning
_	1.03	Aviation Systems Planning
_	1.04	Mass and Rapid Transportation Planning
_	1.05	Alternate System and Corridor Location Planning
_	1.06	Unknown
X	1.06a	NEPA Documentation
_	1.06b	History
_	1.06c	Air Studies
_	1.06d	Noise Studies
X	1.06e	Ecology
_	1.06f	Archaeology
X	1.06g	Freshwater Aquatic Surveys
X	1.06h	Bat Surveys
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_	3.02	Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers
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_	3.07	Traffic Operations Design
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	3.	**Highway Design Roadway (continued)**
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_	3.10	Utility Coordination
_	3.11	Architecture
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_	3.14	Historic Rehabilitation
_	3.15	Highway Lighting
_	3.16	Value Engineering
_	3.17	Design od Toll Facilities Infrastructure
	4.	**Highway Structures**
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_	4.01b	Minor Bridges Design CONDITIONAL
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_	4.03	Movable Span Bridges Design
_	4.04	Hydraulic and Hydrological Studies (Bridges)
_	4.05	Bridge Inspection
	5.	**Topography**
_	5.01	Land Surveying
_	5.02	Engineering Surveying
_	5.03	Geodetic Surveying
_	5.04a	Aerial Photography/Conventional Aircraft
_	5.04b	Aerial Photography Unmanned Aircraft System (UAS) Concept Grade
_	5.04c	Aerial Photography Unmanned Aircraft System (UAS) Design Grade
_	5.05	Aerial Photogrammetry
_	5.06a	Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)
_	5.06b	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)
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_	5.06d	Topographic Remote Sensing (SONAR)
_	5.06e	Topographic Remote Sensing Thermal and Infrared
_	5.07	Cartography
_	5.08	Subsurface Utility Engineering
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_	6.01a	Soil Surveys
_	6.01b	Geological and Geophysical Studies
_	6.02	Bridge Foundation Studies
_	6.03	Hydraulic and Hydrological Studies (Soils and Foundation)
_	6.04a	Laboratory Materials Testing
_	6.04b	Field Testing of Roadway Construction Materials
_	6.05	Hazard Waste Site Assessment Studies
	8.	**Construction**
_	8.01	Construction Supervision
_	8.02	Airport Construction Administration and Observation
	9.	**Erosion and Sedimentation Control**
_	9.01	Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program
_	9.02	Rainfall and Runoff Reporting
_	9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations

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STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PREQUALIFICATION CERTIFICATE

Name:
Cheryl Brewer

Address:
CHB Acquisition Services, LLC
P.O. Box 632
29 W. Gibson Street
Warrenton, Georgia 30828

Issue Date:
January 21, 2025

Date of Expiration
January 21, 2028

Signature:

Kevin D. York, ROW Administrator

You are qualified to provide ROW Services to the GA Department of Transportation for the Service Classifications checked below.

A – Relocation Services

- ☒ A-1 Conceptual Stage Study
- ☐ A-2 Relocation (Benefits Package Prep)
- ☐ A-3 Relocation Benefits Package Reviewer
- ☐ A-4 Relocation Benefits Training Instructor

B - Pre/Post Project Prep Services

- ☐ B-1 Plan Review
- ☐ B-4 Quit Claim Deed Preparation

C – Valuation Services

- ☒ C-1 Appraisal Report – Level 1
- ☐ C-2 Appraisal Review Report
- ☐ C-3 Cost-to-Cure Report
- ☐ C-4 Trade Fixture Report
- ☐ C-5 Sign Appraisal
- ☐ C-6 Environmental Assessment Report
- ☐ C-7 Septic Tank/Well Estimators
- ☐ C-8 Timber Report
- ☒ C-9 Detailed Cost Estimator
- ☒ C-9-A Detailed ROW Cost Estimator for Negotiation
- ☒ C-10 Preliminary Cost Estimator
- ☒ C-11 Concept Team Meetings

D – Acquisition Services

- ☒ D-1 R/W Project Manager
- ☒ D-2 Pre-Acquisition Agent
- ☒ D-3 Acquisition Manager
- ☐ D-4-A Negotiation Agent Trainee
- ☐ D-4-B Negotiation Agent 1
- ☐ D-4-C Negotiation Agent 2
- ☒ D-4-D Negotiation Agent 3
- ☒ D-5 Relocation Negotiation Agent
- ☒ D-6 Administrative Review Officer (Appeals)
- ☐ D-7 Interpreter
- ☒ D-8 District Acquisition Support Consultant
- ☐ D-9 ROW Training Instructor

E – Property Management Services

- ☐ E-1 Asbestos Inspection
- ☐ E-2 Asbestos Abatement
- ☐ E-3 Demolition
- ☐ E-4 UST Removal
- ☐ E-5 Site Inspector
- ☐ E-6 Surplus Property Disposal Agent
- ☐ E-7 Surplus Property Leasing Agent
- ☐ E-8 Surplus Property Management Project Manager

F - Court Coordination Services

- ☐ F-1 Court Coordinator

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F. RESOURCES/WORKLOAD CAPACITY

1. Overall Resources

a. Organizational Chart

CITY OF CLARKSTON

PRINCIPAL-IN-CHARGE

R. Brian Bolick, PE

PROJECT MANAGER/ENGINEER OF RECORD

John Boudreau, RLA - Project Manager

Vincent Reynolds, PE - Engineer or Record

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

QA/QC Lead
Jennifer Medeiros, CQA

Roadway
Brian Iselin, PE

Environmental
Wendy Dyson, AICP

Hydrology/ Hydraulics
Shayne Paynter, PhD, PE, PG

Drainage
Mary Middlebrooks, PE

Traffic
Christy Jeon, PhD, PE, PTOE, AICP

Survey
Roheen Paul, RLS

Cost Estimates
Ken Werho

Geotechnical
Keith Franklin, PE

Lighting
Pedro Trevin, PE

Facilities for Peds, Bikes, & Landscape Architecture
Leslie Rohrer, RLA

SUBJECT MATTER EXPERTS

NEPA (1.06a, 1.06b, 1.06d, 1.06e, 1.06f, 1.06g, 1.06h)
Katie West

Public Involvement (1.07)
Keisha Jackson
Rachel Staley

NEPA Documentation
Keisha Jackson
Jill Brown

History
Amber Rhea
Jonathan Brown

Noise Studios
Amanda Von Oldenburg Rachel Shouse

Ecology / Permitting
Andrea Wahl
Rebecca Ricks

Freshwater Aquatic Surveys
Dean Wilder [3]
Thomas Wilder [3]

Bat Surveys
Ryan Malloy [3]
Mark Yates [3]

Trail Design - Landscape Architecture/Facilities for Bicycles and Pedestrians and 3D modeling (3.08, 3.13)
Rich Rohrer, RLA
Elizabeth Houck
Helen Keller, PE
Tim Brown, AIA

Roadway Design (3.02)
Vincent Reynolds, PE
Matthew Spencer,PE
Jacob Hou, PE
Tim Brown, AIA

Hydraulic and Hydrological Studies and Stormwater Management (4.04)
Monica Urisko, PE
Kathy McCabe, PE, LEED AP BD+C
Cindy Matyas, PE

Minor Bridge Design (4.01a)
Micheal Wagner, PE
Justin Leaders, PE
Kevin Vello, PE, CBI

Highway and Outdoor Lighting
S.N. Kulkarni, PE [2]

Traffic Analysis / Studies / Signal Design (1.10, 3.09)
Zhang Huang, PE
Ashlyn Morgan, PE, PTOE
Pratiti Khan, PE, PTOE
Jimmy Adams, AICP

Soil Survey Studies, Geological and Geophysical Studies, Bridge Foundation Studies, Hydraulic and Hydrologic Studies (6.01a, 6.01b, 6.02, 6.03)
Ken Khanidokht, PE [1]
Mariam Diaby [1]
Dennis Melendez [1]

Erosion, Sedimentation and Pollution Control Plan (9.01)
Brian Islen, PE
Chris Bucko

Surveying (5.01, 5.02, 5.03, 5.06)
Greg Garner, RLS
Eric Hammer
Anthony Tsounmas

SUE (5.08)
Kelvin Tyler [1]
Kevin Khadaran [1]
Bakari Williams [1]

Utility Coordination (3.10)
Kelvin Tyler [1]
Brandon Miller, PLS [1]
David Young [1]

ROW
Cheryl Brewer [4]

Negotiations
Patrick Richardson
Joe Washington
Kendrick Brown

Cost Estimates
Cheryl Brewer [4]

Appraisals/Special Studies
CHB Aquisition Services

ROW Staking
Greg Garner, RLS

Key Team Leaders

SUB-CONSULTANTS

1. Accura Engineering and Consulting Services, Inc (DBE)
2. Atlanta Consulting Engineers, Inc.
3. Ecological Solutions, Inc.
4. CHB Acquisition Services LLC (DBE)

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1. Overall Resources

b. Primary office

1600 RiverEdge Parkway NW, Suite 700, Atlanta, GA 30328

AtkinsRéalis will lead and deliver this contract from our Atlanta office, our largest and fastest growing location in the U.S. This office houses more than 400 engineers, designers, planners, environmental specialists, schedulers, digital and GIS specialists, surveyors, and construction engineers/inspectors, including the staff shown in the table below, available to work on this project.

Atlanta	408
Civil Engineering (Civil/Site, Water Infrastructure, Rail/Transit)	11
GIS Analysis	13
Construction Engineering & Inspection (CEI)	73
Environmental Services	45
Hydrology & Hydraulics (Water Resources)	26
Landscape Architecture	10
Roadway Engineering Design	84
Signals/Intelligent Transportation Systems (ITS)	23
Structural Engineering	10
Survey	9
Traffic Engineering/Transportation Planning	12
Other Technical Disciplines/Administrative	92
Marietta	**33**
Civil Engineering (Civil/Site, Water Infrastructure, Rail/Transit)	2
Program/Construction Management	21
Environmental Services	1
Other Technical Disciplines/Administrative	9
Snellville	**4**
Traffic Engineering/Transportation Planning	2
Drafting and Design	1
Architecture/Planning	1
445 Total Full-Service Staff	

Our team is structured to own the project, drive delivery, and generate results that support the City of Clarkston's goal to increase connectivity and equitable access to nature based on the community's preferences. Our team will work to enable this project to move as expeditiously as possible through:

- A contract management team that brings the expertise and process knowledge for baseline schedule management with critical path, task dependencies, and milestone reporting;
- Effective and proactive communication with the City of Clarkston, GDOT, and subject matter experts (SME) that focuses on project status, schedule, and risk identification and mitigation;
- A strong delivery team with a core internal staff, supporting subconsultants, and a deep bench of available resources that have extensive experience working together to deliver projects on schedule;
- Decades of experience delivering projects using GDOT's PDP process for local, state, and federal funding;
- Continuous community engagement and communication with affected property owners that focuses on collaboration to minimize impacts and concerns and status of project progress; and
- Alignment and support of Clarkston's vision of diversity, inclusion, and excellence.



Did You Know?

AtkinsRéalis' Atlanta design team has built more than 100 miles of trails and more than 20 complete street projects throughout the State of Georgia.

c. Narrative on Additional Resource Areas and Ability

Relevant experience and Quality. AtkinsRéalis has served local clients, as well as GDOT, since 1973 and our employees have built long-term relationships with local, state, and federal agencies, GDOT, and our teaming partners. Our relationships enable us to efficiently advance projects to completion with a focus on quality. Quality deliverables are a main driver of schedule adherence. Jennifer Medeiros, CQA, will lead a team of independent, discipline specific quality reviewers with a quality control plan that defines the process, tracks the timing, identifies the "doer" and "reviewer" for each task, and is auditable. Additionally, our staff has experience working in DeKalb County on both County and GDOT projects located in the City of Clarkston.

John Boudreau, RLA, will serve as AtkinsRéalis' project manager (PM) and is located in the Atlanta office. John is a registered landscape architect with over 41 years of comprehensive expertise in planning and landscape architecture for local and state municipalities all over the United States. He leads the Atlanta office of landscape architects and community planners that specialize in planning and design of greenway, trail, and streetscape enhancement projects that often involve a variety of complex issues, including public

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engagement, wetlands, streams, FEMA floodplains, traffic control, utilities and easements, safety, and constructability.

Stormwater Design. Monica Urisko, PE, PMP, CPM, has been performing flood risk mapping and modeling statewide for the Georgia Department of Natural Resources (GADNR) for more than a decade and has worked in every watershed in the state. We strive to preserve sensitive areas such as wetlands and employ strategies that can reduce the potential of flooding and preserve the natural environment. We will review the use of critically important water quality measures such as rain gardens to minimize stormwater runoff and discharges of polluted water off-site to protect the natural hydrology and watershed health. We have employed these strategies successfully on many of the projects we have mentioned in our proposal such as Ivy Creek Greenway.



Figure C-1. Bus stop environment assessed using Get Home Safe principles

Safe design for all users. The construction of the Clarkston Greenway will provide new connections, new mobility options, and new access to South Fork Peachtree Creek and Friendship Forest for the community. Due to the trail location, "open" hours, and concern for the safety of women bicyclists and pedestrians, safety measures must be considered in the design. Conventional "Safe by Design" practice has often overlooked or paid lip service to gender but failed to address specific issues which prevail for women, especially during hours of darkness. AtkinsRéalis' urban and transport planners have looked deeper into this issue and developed the "Get Home Safe: Safe by Design for Women by Women" initiative - a toolkit of opportunities for the design of streetscapes and pedestrian routes. While these design approaches were born out of safety concerns often unique to women and girls, they are beneficial to all users. These strategies will be presented to the City of Clarkston and community for consideration as we all work together to make this trail network safe and inclusive.

Public Engagement and Project Coordination. Having worked in Clarkston before, we understand that it is an incredibly diverse and welcoming community representing over 40 nationalities and speaking over 60 languages. We have read the 2015 LCI 10-Year Update, the 2040 Comprehensive Plan, and the Clarkston Greenway Study and noted the robust public engagement process to select the most preferred routes for the Clarkston Greenway. The AtkinsRéalis public involvement team, led by Keisha Jackson, is well versed in engagement for GDOT and local municipalities. We regularly host virtual and in-person Public Information Open Houses and stakeholder meetings, including preparation of materials, presentations, and responses to comments. Our team has led numerous efforts that have involved diverse communities and materials translated into several languages. We know the City and a number of local non-profit organizations have developed effective ways to communicate with the diverse population that calls Clarkston home, and our public involvement team will work with the City to utilize trusted techniques that are already in place. Additionally, because we have a large local office we have native speakers of several of the top six languages spoken in Clarkston which will provide a greater depth of resources to our communication efforts. Our public engagement efforts are tailored to the unique communities in which we work. We would have on-going coordination and collaboration with the public, affected property owners, the steering committee, City Council, and other stakeholders to create a design that the community is proud of and excited about, minimize impacts and concerns as much a practicable, and keep the public informed on project progress. In addition to working closely with the community and the City of Clarkston, we are also experienced in collaborating with other firms on overlapping projects. Our team would coordinate with the firm selected for the Safe Streets for All (SS4A) planning project for Montreal Road next to South Fork Peachtree Creek. This coordination would include HAWK signal placement, signage, streetscape improvements, and the trail intersection.

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G. PROJECT MANAGER COMMITMENT TABLE

Project Manager	PI/Project # for City Projects	Customer name for Non-City Projects	Role of PM on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
John Boudreau, RLA	N/A	City of Oxford, Soule Street and East Bonnel Trails	Project Manager	Trail and side path Improvement projects	Final Design	On track	24
John Boudreau, RLA	N/A	City of Sandy Springs, Morgan Falls Athletic Facility Park Renovation	Project Manager	Reconstruct synthetic fields, parking lot and pedestrian connectivity improvements	Final Design	On track	16
John Boudreau, RLA	N/A	City of Decatur, Oakhurst Park and Sugar Creek Trail Master Plan	Project Manager	Renovation of existing recreation facility, community center and the addition of Sugar Creek Trail project	Master Planning	20% CD's	8
John Boudreau, RLA	N/A	Howard Avenue Cycle Trak and Atlanta Avenue Intersection Relocation	Project Manager	Bikeway improvements	Construction	Construction	12
John Boudreau, RLA	N/A	Florida Turnpike Enterprise	Project Manager	Planning and Design services associated with two new welcome centers	Planning	Preparation of Final Report	8

H. KEY TEAM LEADER COMMITMENT TABLES

Key Team Leader	PI/Project # for City Projects	Customer name for Non-City Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Principal in Charge							
Brian Bolick, PE	N/A	City of Roswell DOT	Principal-in-charge	TSPLOST Program Management	Various by project in the program	Ongoing	8
Brian Bolick, PE	N/A	City of Atlanta DOT	Principal-in-charge	Bond and TSPLOST Program Management	Various by project in the program	Ongoing	20
Brian Bolick, PE	N/A	True North 400 CID	Principal-in-charge	Program Management	Various by project in the program	Ongoing	4
Brian Bolick, PE	N/A	City of Oxford	Principal-in-charge	Resurfacing (citywide)	Let to construction	Construction	2
Engineer of Record							
Vincent Reynolds, PE	N/A	PI 0013893	Deputy PM assisting PM with design coordination and project budget	SR316 (E of Collins Hill Road to W of Cedars Road)	Final plans	Construction	4
Vincent Reynolds, PE	N/A	PI 0019218 GDOT	Manage all aspects of project design, subconsultants, and budget	Vidalia Rail Trail (Downtown Vidalia to Cedar Crossing Road) Phase I	Design & Construction	Design and Construction Coordination	16
Vincent Reynolds, PE	N/A	PI 0019865 GDOT	Manage all aspects of project design, subconsultants, and budget	Vidalia Rail Trail (Pedestrian Bridges @ 4 Locations - Phase II)	Design	Preliminary Design	10

H. KEY TEAM LEADER COMMITMENT TABLES (CONTINUED)

Key Team Leader	PI/Project # for City Projects	Customer name for Non-City Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Vincent Reynolds, PE	N/A	PI 0017962	Manage all aspects of project design, subconsultants, and budget	SR3/US19 at CS507/ Church Street, RCUT	Final plans	Preparing final plans	8
Vincent Reynolds, PE	N/A	PI 0004428 Douglous COunty	Manage Construction Engineering and Inspections, and budget	Lee Road Widening, Phase II	Construction Engineering and Inspections	Coordination with Douglas County, GDOT, and AtkinsRéalis staff during construction	8
Vincent Reynolds, PE	N/A	DeKalb County	Manage all aspects of project design, subconsultants, and budget	Crestline Dr at Chrysler Dr Mini-Roundabout and Sidewalks	Preliminary and Right-of -way plans	Making revisions to Preliminary and right-of-way plans	4
Vincent Reynolds, PE	N/A	PI 0020295	Manage all aspects of project design, and budget	SR 25/ US17 @ Harris Trail Road	Concept Report	Preparing Concept Report for approval	10
Vincent Reynolds, PE	N/A	PI 0016898	Deputy PM assisting PM with design coordination and project budget	South Valdosta Truck Bypass	Concept Report	Preparing the Concept Report for approval	10
Trail Design – Team Lead							
Rich Rohrer, RLA	N/A	City of Oxford, Soule Street and East Bonnel Trails	Senior Landscape Architect	Trail and side path Improvement projects	Final Design	On track	20

H. KEY TEAM LEADER COMMITMENT TABLES (CONTINUED)

Key Team Leader	PI/Project # for City Projects	Customer name for Non-City Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Rich Rohrer, RLA	N/A	City of Sandy Springs, Morgan Falls Athletic Facility Park Renovation	Senior Landscape Architect	Reconstruct synthetic fields, parking lot and pedestrian connectivity improvements	Final Design	On track	20
Rich Rohrer, RLA	N/A	City of Decatur, Oakhurst Park and Sugar Creek Trail Master Plan	Senior Landscape Architect	Renovation of existing recreation facility, community center and the addition of Sugar Creek Trail project	Master Planning	20% CD's	20
Rich Rohrer, RLA	N/A	City of Sandy Springs, GA	Senior Landscape Architect and Trail Designer	Abernathy Greenway South	Final Design	Construction	10
Environmental - Team Lead							
Katie West	N/A	City of Oxford	Environmental Lead/NEPA Analyst	Sidewalk project, four locations	Concept	15% complete	8
Katie West	N/A	PI 0015559 Muscogee County, GA/ Russell County, AL	Environmental Lead	SR 520/US 280 at Chattahoochee River in Columbus; bridge replacement	Preliminary Plans	40% complete	4
Katie West	N/A	PI 0019218 Clayton County, GA	Environmental Lead/NEPA Analyst	I-75 SB CD System from SR 3 Conn to North of I-285, Including auxiliary lane	Preliminary Plans	30% complete	12

H. KEY TEAM LEADER COMMITMENT TABLES (CONTINUED)

Key Team Leader	PI/Project # for City Projects	Customer name for Non-City Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Katie West	N/A	PI 0013591	Environmental Lead/NEPA Analyst	SR 3 from SR 151 to SR 146; widening, roundabout, new location	Concept	20% complete	12
Katie West	N/A	PI 0018387	Environmental Lead/NEPA Analyst	SR 12 at CS 557/ Hudson Ave; roundabout	Preliminary Plans	30% complete	4
Katie West	N/A	GDOT Region 3 On-Call	Environmental Lead	GDOT Region 3 Projects (66 Task Orders)	Differs per task order	Differs per task order	10
Katie West	N/A	Town Center CID	Project Liason	Noonday Pedestrian Bridge Project and Big Shanty Widening Project	Noonday (Preliminary Plans), Big Shanty (Concept)	Noonday (60%), Big Shanty (30%)	10
Hydraulics – Team Lead							

H. KEY TEAM LEADER COMMITMENT TABLES (CONTINUED)

Key Team Leader	PI/Project # for City Projects	Customer name for Non-City Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Monica Urisko, PE	N/A	Dewberry/ GA DNR	Project Manager	Georgia Flood MAP Program of the Georgia Department of Natural Resources (GA DNR). The project includes all phases of floodplain mapping activities, including Discovery, risk communication, H&H, floodplain mapping, QA/ QC, preliminary FIRM production, post-preliminary processing, and flood risk products.	Various	Various	80
Public Involvement - Team Lead							

H. KEY TEAM LEADER COMMITMENT TABLES (CONTINUED)

Key Team Leader	PI/Project # for City Projects	Customer name for Non-City Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Keisha Jackson	N/A	GDOT, GA	Public Outreach/ Environmental	Serves as a senior support service NEPA analyst for the current On-Call Environmental Support Services contract. In her analyst role, Keisha manages federally and state funded projects of all levels of complexity from scoping through final design. Her duties include working with GDOT project managers, OES management, discipline SMEs, consultants, resource agencies, and other stakeholders to manage projects.	Ongoing	Ongoing	16

H. KEY TEAM LEADER COMMITMENT TABLES (CONTINUED)

Key Team Leader	PI/Project # for City Projects	Customer name for Non-City Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours
Keisha Jackson	N/A	GDOT, Atlanta, GA	Public Outreach/ Environmental	Responsible for the Categorical Exclusion reevaluation and public engagement activities. This project involves pedestrian safety improvements in the corridor from Afton Lane to Shallowford Terrace including sidewalk additions or upgrades for ADA compliance, pedestrian lighting, multiple pedestrian.	Let to construction	Let to construction	16
ROW - Team Lead							
Cheryl Brewer	16282	AECOM/GDOT TIA	Program Manager	Widening of Country Club Road	Pre-acquisition	On track	10
Cheryl Brewer	16289	AECOM/GDOT TIA	Program Manager	Widening of Forest St	Pre-acquisition	On track	20
Cheryl Brewer	18700	AECOM/GDOT TIA	Program Manager	Roundabout Woodlawn Dr. and Claxton Dairy	Acquisition	On track	10
Cheryl Brewer	19513	AECOM/GDOT TIA	Program Manager	Downtown Buena Vista Improvements	Pre-Acquisition	On track	5
Cheryl Brewer	19543	AECOM/GDOT TIA	Program Manager	Bridge replacement	Pre-Acquisition	On track	5

AtkinsRéalis USA Inc.
1600 RiverEdge Parkway NW, Suite 700
Atlanta, Georgia 30328



APPENDICES

References

Reference #1

Name of Entity: City of Decatur

City/State: Decatur, Georgia

Contact Person: Mr. David Junger - Deputy City Manager

Contact Email: David.Junger@decaturga.com

Contact Phone: 404.377.5571

Date(s) Work Performed: June 2024 to May 2026

Brief Narrative of Work: AtkinsRéalis provided planning, landscape architecture, and engineering services to enhance safety, traffic flow, and pedestrian/cyclist experience at Atlanta Ave and West College Ave, in coordination with Decatur community and agencies like GDOT and CSX.

Reference #2

Name of Entity: City of Union City

City/State: Union City, Georgia

Contact Person: Ms. Maureen O. McDonnell, PE, PMP - Vertical Program Manager

Contact Email: Maureen.McDonnell@OneAtlas.com

Contact Phone: 770.263.5945

Date(s) Work Performed: Jan 2024

Brief Narrative of Work: AtkinsRéalis has been providing on-call planning and engineering services to Union City, GA since Jan 2023, including the Miracle League Ball Field, multi-use trail improvements, and playground renovation at Ronald Bridges Park, with ADA-compliant designs and fast-tracked delivery supported by a DNR grant.

Reference #3

Name of Entity: Gwinnett County

City/State: Georgia

Contact Person: Mr. Daniel Dart, SITES AP, CPRP - Division Director

Contact Email: dwpelton@dekalbcountyga.gov

Contact Phone: 770.492.5223 / 678.758.7727

Date(s) Work Performed: Completed 2024

Brief Narrative of Work: AtkinsRéalis, under its on-call contract with Gwinnett County, has led design and construction documentation for two complex segments of the Ivy Creek Trail focusing on environmentally sensitive alignment, ADA accessibility, and cost-effective delivery, including permitting under the Clean Water Act.

Reference #4

Name of Entity: City of Sandy Springs

City/State: Sandy Springs, Georgia

Contact Person: Steve Ciaccio - Assistant Parks and Rec Director 1

Contact Email: SCiaccio@sandyspringsga.gov

Contact Phone: 770.730.5600

Date(s) Work Performed: Jan 2020 - Present

Brief Narrative of Work: AtkinsRéalis is currently providing On Call landscape architecture, architecture and engineering services to the CoSS to enhance Morgan Falls Athletic Facility as well as Abernathy Greenway south side trail and stream restoration project. AtkinsRéalis also prepared the grant application to the Environmental Protection Department for the city that will help fund the proposed water quality improvements.

Reference #5

Name of Entity: City of Oxford

City/State: Oxford, Georgia

Contact Person: Bill Andrew, City Manager

Contact Email: bandrew@oxfordgeorgia.org

Contact Phone: 770.786.7004

Date(s) Work Performed: April 2022 - Present

Brief Narrative of Work: AtkinsRéalis is currently providing planning, landscape architecture, and engineering services to the city of Oxford for the Soule Street Trail and the East Bonnell Trail projects. AtkinsRéalis also prepared the grant application for the City to secure funding from the Governor Office Planning and Budget State to construct the trail projects.

CITY OF CLARKSTON
where possibilities grow

Form of Proposal

To: City of Clarkston
Clarkston, GA 30021

I/We the undersigned hereby offer and agree to supply and deliver the service(s) as outlined in the Request for Proposal documents. The signatures(s) below dignify the I/We have read and agree with the procedures outlined in the Request for Proposal documents.

I/We also agree no additional work shall be accepted outside of the scope of work outlined in this solicitation. If any additional work is requested, this must be assigned by the requesting department and approved by the City of College Purchasing Department, through a change order.

Proposal Submitted By:

Company Name	AtkinsRéalis USA Inc.
Address	1600 RiverEdge Parkway NW, Suite 700
City, State, Zip	Atlanta, Georgia 30328
Phone	770.933.0280
Email	brian.bolick@atkinsrealis.com
Website	https://www.atkinsrealis.com
Print/Type Name	R. Brian Bolick
Signature	
Title	Sr. Division Manager
Date	June 17, 2025

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Atkinsrealis USA, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

4030 W. Boy Scout Blvd, Suite 700

6 City, state, and ZIP code

Tampa, FL 33607

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

5	9	–	0	8	9	6	1	3	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Laura M Kelley **Date** January 5, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CITY OF CLARKSTON
where possibilities grow

Primary Contractor
E-verification Affidavit

The Clarkston contract holder, signed below, confirms, and verifies its compliance with Georgia law (*See* OCGA § 13-10-91), and affirmatively states that the business (Sole Proprietor, Partnership, Corporation, Non-Profit, LLC Corporation, or LLC Partnership) which performs services for the Clarkston: (*check and complete #1 or #2 below*)

✓ 1. Has registered with, is authorized to use, and uses the federal work authorization program commonly known as "E-Verify", or any subsequent replacement program. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period. The undersigned will contract for the physical performance of services for the contract only with subcontractors who present an affidavit to the contract holder with the information required by OCGA § 13-10-91, as amended. The undersigned hereby attests that its federal work authorization user identification number and date for authorization are as follows:

#58042
Federal Work Authorization User Identification Number *(not Taxpayer ID)*

10/07/2007
Date of Authorization

AtkinsRéalis USA Inc.
Legal Business Name of City of Clarkston Contract Holder/Applicant

_____ 2. Employees no employees or otherwise does not fall within the requirements of OCGA § 13-10-91.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June 9, 20 25 in Atlanta (city) GA (state)

Signature of Authorized Owner/Officer

R. Brian Bolick - Sr. Division Manager
Printed Name and Title of Authorized Owner/Officer

NOTARY PUBLIC

My Commission Expires: 6/19/28

NICOLE PARRIS NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. JUNE 19, 2028

Subcontractor

I will propose to subcontract some of the work on this project? Yes
(response)

I propose to subcontract work for the following:

	Subcontractor Print Name	*Brief Description* of Work to be Performed by Subcontractor	Percent of Work	DBE (Y/N)
1	Accura Engineering and Consulting Services Inc.	Utility Coordination, SUE and Geotechnical Services	5%	Y
2	Atlanta Consulting Engineers	Lighting	2%	N
3	Ecological Solutions	Aquatic and Bats Survey	1%	N
4	CHB Acquisition Services, LLC	ROW Services	10%	Y
5				
6				
7				
8				
9				
10				

R. Brian Bolick — Sr. Division Manager
Vendor Contact Name (print) — Title

R. Brian Bolick — June 17, 2025
Vendor Contact Signature — Date

Note:

1. The City of Clarkston requires the (primary) contracted vendor to complete no less than fifty-one (51%) percent of the proposed project.

2. It shall be the responsibility of the selected bidder to ensure that all subcontractors comply with the same insurance requirements referenced above.

3. For all construction contracts that are valued at $5,000.00 or more, a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder.

Keith Golden, P.E., Commissioner

GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

May 22, 2013

Prashanthi Reddy, President/CEO
Accura Engineering and Consulting Services, Inc.
3342 International Park Drive
Atlanta, Georgia 30316

ANNIVERSARY DATE: Annually on May 22

Prashanthi Reddy:

The Georgia Department of Transportation has reviewed your Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

DBE Certification will be continuous; however; it is contingent upon the firm maintaining its eligibility annually through this office. You will receive an Annual Affidavit for Continuing Eligibility (AFCE) and request for Personal Financial Statement (PFS) approximately thirty days prior to your firm's certification anniversary date. **The Annual Affidavit for Continuing Eligibility and PFS document must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.**

Your firm will be listed in Georgia's UCP DBE Directory which can be accessed through the Department's website: www.dot.ga.gov. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory.

Your Vendor ID Code is: 2AC476

Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):

NAICS Code	**237310**	**Highway, Street, and Bridge Construction**
NAICS Code	**541380**	**Testing Laboratories**

It is your obligation to notify GUCP of any changes in ownership and/or control of your company. If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm.

Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBE certification in accordance with ***49 CFR Part 26, Section 26.83 (j)*** of the Federal DOT Regulation.

Sincerely,

Kimberly A. King
EEO Director

Patricia A. "Pat" Flowers
Assistant Administrator DBE Program

KAK/YLC

Russell R. McMurry, P.E., Commissioner

GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

December 1, 2015

Cheryl Hendrick Brewer, Member/Manager
CHB Acquisition Services, LLC
12 Success Way
Warrenton, Ga. 30828

ANNIVERSARY DATE: Annually on December 01

Cheryl Hendrick Brewer:

The Georgia Department of Transportation has reviewed your Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

DBE Certification will be continuous; however; it is contingent upon the firm maintaining its eligibility annually through this office. You will receive an Annual Affidavit for Continuing Eligibility (AACE) and request for Personal Financial Statement (PFS) approximately thirty days prior to your firm's certification anniversary date. **The Annual Affidavit for Continuing Eligibility document must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.**

Your firm will be listed in Georgia's UCP DBE Directory which can be accessed through the Department's website: www.dot.ga.gov. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory.

Your Vendor ID Code is: **13994**

Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):

NAICS Code	**531210**	**Offices of Real Estate Agents and Brokers**
	531320	**Offices of Real Estate Appraisers**
	531390	**Other Activities Related to Real Estate**

It is your obligation to notify GUCP of any changes in ownership and/or control of your company. If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm.

Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBE certification in accordance with ***49 CFR Part 26, Section 26.83 (j)*** of the Federal DOT Regulation.

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (404) 631-1972. Our fax number is (404) 631-1943.

Sincerely,

Betty C. Mason
EEO Assistant Administrator – External

Kimberly A. King
EEO Director

KAK/bcm

Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with AtkinsRéalis (name of subcontractor) on behalf of THE CITY OF CLARKSTON, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction with such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any subcontractor that has contracted with a subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. The subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

86331

Federal Work Authorization User Identification Number (*not Taxpayer ID*)

01/07/08

Date of Authorization

Accura Engineering and Consulting Services, Inc.

Name of Contractor

Greenway Trail Engineering Design Services

Name of Project

City of Clarkston

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May 29, 20 25 in Atlanta (city) Georgia (state)

Prashanthi Reddy

Signature of Authorized Owner/Officer

Prashanthi Reddy, President & CEO

Printed Name and Title of Authorized Owner/Officer

NATALIE ROSE WARNER NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 23, 2028

Natalie Rose Warner

NOTARY PUBLIC

My Commission Expires: September 23, 2028

Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with AtkinsRealis (name of subcontractor) on behalf of THE CITY OF CLARKSTON, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction with such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any subcontractor that has contracted with a subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. The subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

192710
Federal Work Authorization User Identification Number (*not Taxpayer ID*)

2/2009
Date of Authorization

Atlanta Consulting Engineers, Inc.
Name of Contractor

Greenway Trail Engineering Design Services
Name of Project

City of Clarkston
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May 29, 20_25 in Roswell (city) GA (state)

Signature of Authorized Owner/Officer

H. S. Kulkarni Vice Pre

Printed Name and Title of Authorized Owner/Officer

NOTARY PUBLIC

My Commission Expires: Jan. 15, 2028

LARRY A RICHARDSON NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 1/15/2028 DEKALB COUNTY, GEORGIA

Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with AtkinsRealis (name of subcontractor) on behalf of THE CITY OF CLARKSTON, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction with such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any subcontractor that has contracted with a subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. The subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

98582
Federal Work Authorization User Identification Number (*not Taxpayer ID*)

6/3/2009
Date of Authorization

Ecological Solutions, Inc.
Name of Contractor

Clarkston Trail Project
Name of Project

City of Clarkston
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June 4, 2025 in Roswell (city) GA (state)

Signature of Authorized Owner/Officer

David Smith / Vice President

Printed Name and Title of Authorized Owner/Officer

THERESA A. TIPPETT NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 17, 2029

Theresa A Tippett

NOTARY PUBLIC

My Commission Expires: 3-17-2029

Subcontractor Affidavit

Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with AtkinsRealis (name of subcontractor) on behalf of THE CITY OF CLARKSTON, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction with such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any subcontractor that has contracted with a subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. The subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

462745

Federal Work Authorization User Identification Number (*not Taxpayer ID*)

11/16/11

Date of Authorization

CHB Acquisition Services LLC

Name of Contractor

Greenway Trail Engineering Design Services

Name of Project

City of Clarkston

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June 3, 2025 in EVANS (city) GA (state)

Cheryl H. Brewer

Signature of Authorized Owner/Officer

Cheryl H. Brewer, Member/Manager

Printed Name and Title of Authorized Owner/Officer

Laura N. Northcraft

NOTARY PUBLIC

My Commission Expires: APR-11-2026

LAURA N. NORTHCRAFT NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA

Clarkston Procurement Department

(General Instructions to Offeror)

1. The following instructions are to be considered an integral part of this proposal, unless otherwise requested and must be typewritten or printed in blue ink. The person signing the bid solicitation documents must initial any changes or corrections made to this proposal, using blue ink.
2. The Offeror shall submit their proposal electronically unless otherwise directed. Submitted and received proposals may not be withdrawn or modified in any way after the cut-off date and time displayed.
3. The blackout period begins from the issue date of the solicitation and until a supplier is selected. A supplier's violation of the restriction on communication will result in (immediate) disqualification of the supplier's response from consideration for contract award and/or other disciplinary action such as suspension or debarment.
4. If there are any questions whatsoever regarding any portion of the advertised solicitation, it becomes the responsibility of the person, firm, or company to seek clarification using BidNet Question & Answers portal prior to the deadline of question, answer and clarification.
5. Addendum(s) will be published with the corresponding solicitation within the BidNet Direct website www.bidnetdirect.com/georgia/cityofclarkston, no later than the suggested deadline.
6. It shall be the person, firm, or company's responsibility to check the BidNet Direct website www.bidnetdirect.com/georgia/cityofclarkston to locate documents associated with this bid solicitation.
7. The Offeror shall clearly indicate any variation(s) from the specification(s) in writing and include with their proposal.
8. The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning; that only the best practices are to prevail and that only materials of first quality and correct type, size and design are to be used.
    a. All workmanships shall be of a high quality.
    b. All interpretations of the specification(s) shall be made upon the basis of the statement.
9. All bid solicitations shall be awarded to the most responsive and responsible offeror unless additional criteria and qualifications are established by the solicitation. If no criteria are specified in the solicitation, the award will be based upon the lump sum price alone.
10. In most cases, proposals shall be evaluated on the following items, but not necessarily in this order:
    a. Cost (not always the winning proposal).
    b. Offeror adheres to specifications.
    c. Deliverables of good/service(s).
    d. Past performance of person, firm or company to the City of Clarkston.
11. The City of Clarkston desires delivery of the material and/or services specified at the earliest possible time after the date of the award.
    a. The offer shall provide an estimated time.
    b. An unreasonable delivery proposal may be cause for the disqualification of a bid solicitation.
12. All prices shall be for delivery, our destination, and F.O.B. freight prepaid and allows, Clarkston, Georgia unless otherwise shown. ***(if applicable)***
13. Cash discounts or end of month terms should be shown separately, even if terms are NET.

14. The City of Clarkston:
    a. Reserves the right to accept or reject any or all bid solicitations, due to past performance, etc. and waive any informality. Further, the City reserves the right to postpone the opening of the proposal(s) for its own convenience and to reject any or all proposals in response to this bid solicitation without indicating any reasons for such rejection(s).
    b. Request and consider the submission of proposal modifications at any time before the award is made, if such is in the best interest of the City.
    c. Requests for clarification and/or additional information can be requested from received Offerors only during the evaluation process.
    d. Negotiate with the selected Offeror to include further services not identified in this bid solicitation.
    e. In the event of contract termination, the City can enter into contract negotiations with another qualified Offeror that submitted acceptable proposals, rather than redoing the proposal process for the project.
    f. Will reject the offeror's entire bid solicitation package upon discovery of changed bid solicitation documents without an addendum issued by the City of Clarkston Procurement Department.
    g. Will accept or reject all bid solicitations within 90 days from the date of the bid opening.
15. The Offeror or contractor shall provide a copy of the person, firm, or company's Workers' Compensation Insurance with a limit of not less than required by the State of Georgia or otherwise stated in the bid solicitation instructions.
16. The Offeror or contractor shall provide a copy of the person, firm, or company's Commercial General Liability Insurance. (***if applicable***)
17. Federal or State Sales Tax are inapplicable to the City of Clarkston:
    a. Employer Identification Number (EIN) 58-6003756, form provided upon request.
    b. Sales and Use Tax Exemption under O.C.G.A. § 48-8-3, form provided upon request.
    c. Unique Entity ID (UEI) number, provided upon request.

The undersigned on the bid solicitation proposal certifies that the Offeror has carefully examined the instructions to bidders, terms, and specifications applicable to and made a part of this proposal.

The Offeror further certifies the prices shown in the schedule of items on which the person, firm or company is bidding, are in accordance with the conditions, terms, and specifications of the proposal and that any exception taken thereto may disqualify the bid solicitation.

SIGNATURE: _____ DATE: June 17, 2025

NOTE: This bid solicitation document is a standard boilerplate form. In addition, take into consideration this may not be modified for every bid solicitation.



Contractor's Code of Ethics

The City of Clarkston ("City), through its Procurement Department, is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public.

To achieve these purposes, the Procurement Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

The Contractor affirms, they will:

1. Offer a proposal competitive, consistent, and appropriate to the bid documents.
2. Complete all aspects of any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
3. Submit timely, accurate, and appropriate invoices for goods and/or services performed under the contract.
4. Disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a vendor contracted by the City.
5. Comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices.
6. Request their suppliers including temporary labor agencies to do the same.
7. Conform their practices to any published standards for their industry are in compliance with laws, regulations and practices include, but are not limited to the following:
    a. Obtaining and maintaining all required environmental permits. Further, the Contractor will endeavor to minimize natural resource consumption through conservation, recycling, and substitution methods.
    b. Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employees can report health and safety incidents, as well as providing adequate safety training.
    c. Providing workers with an environment free of discrimination, harassment, and abuse, which includes establishing a written anti-discrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

The Contractor affirms, they will not:

1. Discuss or consult with other competitors intending to bid on the same contract or similar City contract for the purpose of limiting competition. The vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
2. Disclose the terms of their bids or proposal, directly or indirectly, to any other competing company prior to the bid or proposal closing date.
3. Change the official bid solicitation documents, in any manner. When discovered, the entire bid solicitation package will be rejected.
4. Offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
5. Cause, influence or attempt to cause or influence any City employee or family member or City Official or family member, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

SIGNATURE:  DATE: June 17, 2025

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CITY OF CLARKSTON
where possibilities grow

Vendor Questionnaire

1. Awardee acknowledges the requirement to provide 100% Performance and Payment Bond before execution of contract? (construction & paving projects only) N/A
2. Offeror acknowledges permit will be secured Yes
3. Offeror acknowledges reviewing Terms and Conditions pages? Yes
4. Offeror has previously conducted business with Clarkston No
5. Is the offeror's physical location within the corporate city limits of Clarkston? No
6. Is your company a certified minority-owned business? No

   If yes, indicate category letter(s) and include a copy of current certificate(s)

A "Minority Business Enterprise" (MBE) is a business which is an independent and continuing operation for profit, performing a commercially useful function, which is owned and/or controlled by one or more minority group member(s).

a.	African American Business Enterprise (AABE)	d.	Hispanic Business Enterprise (HBE)
b.	Asian Business Enterprise (ABE)	e.	Minority Veteran (MV)
c.	Female Business Enterprise (FBE)	f.	Native American Business Enterprise (NABE)

An "Owned" is a minority or female owner which possesses an ownership interest 51% of the business.

A "Controlled" is a minority or female which possess and exercise the legal authority and power to manage business assets, good will and daily operations of the business and actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

1. Has a person, firm or company ever been debarred from doing business with any federal, state, or local agency? No

   If yes, on a separate sheet of paper, provide details including agency name, date(s) and reason for debarment.

R. Brian Bolick	Sr. Division Manager
Vendor Contact Name (print)	Title
R. Brian Bolick	June 17, 2025
Vendor Contact Signature	Date

CITY OF CLARKSTON
where possibilities grow

Non-Collusion

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

In addition, the selected company will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract between the company and the City shall be construed and governed in accordance with the law of the State of Georgia and the City of Clarkston. The company, at its own expense, shall secure all occupational and professional licenses and permits necessary for the fulfillment of its obligations under this contract.

It shall be unethical for any City Employee or City Official to transact any business or participate directly or indirectly in a procurement contract when the City Employee or City Official knows; the City Employee or City Official or immediate family of such has a substantial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses, which a member of the city council or other City Employee has a substantial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25, interpreting such statutes as if they were applicable to a municipality.

Vendor Name: AtkinsRéalis USA Inc.

Physical Address: 1600 RiverEdge Parkway NW, Suite 700

City, State, Zip Atlanta, Georgia 30328

Phone: 770.933.0280 Fax: 770.933.1920

Signature: R. Thomas Phelps

Date: June 17, 2025

CITY OF CLARKSTON
where possibilities grow

ADDENDUM ACKNOWLEDGEMENT

The offer has examined, carefully studied the speciation(s), and acknowledge review of the following addendum(s):

Addendum No.	1	Dated	05/20/2025
Addendum No.	2	Dated	06/04/2025
Addendum No.	3	Dated	
Addendum No.	4	Dated	
Addendum No.	5	Dated	
Addendum No.	6	Dated	
Addendum No.	7	Dated	
Addendum No.	8	Dated	
Addendum No.	9	Dated	
Addendum No.	10	Dated	

There was no addendum(s) published (initial): _____

I/We the undersigned hereby offer and agree to supply and deliver the service as outlined in the bid solicitation documents. The signature below acknowledges that I/we have read and agree with the procedures outlined in the solicitation documents.

Proposals that fail to acknowledge the offeror's receipt of any/all addenda can result in the rejecting of the proposal.

Signature	R. Brian Bolick
Print/Type Name	R. Brian Bolick
Title	Sr. Division Manager
Date	June 17, 2025

PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: John D Boudreau

Address:

Marietta GA 30068

Primary Source License Information

Lic #:	LA000750	**Profession:**	Landscape Architects	**Type:**	Landscape Architect
Secondary:		**Method:**	Conversion	**Status:**	Active
Issued:	12/19/1986	**Expires:**	12/31/2026	**Last Renewal Date:**	11/26/2024

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: June 12, 2025 12:34:22

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

Your License Pocket Card

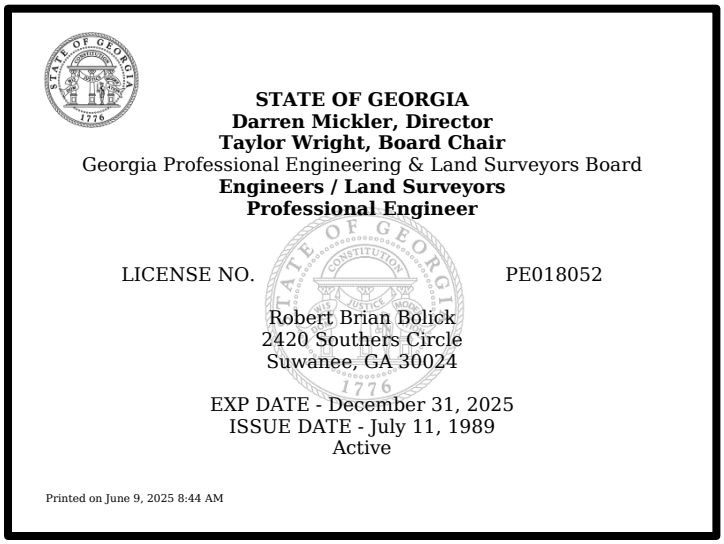
See your pocket-sized license card below.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please request a demographic change through the portal if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the Licensing Portal at gapelsb.evokeplatform.com/app/licensingPortal

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia Professional Engineers & Land Surveyors Board
229 Peachtree Street Northeast, International Tower, Suite 1875
Atlanta, GA 30308
Phone: (404) 693-5754
Email: info@pels.ga.gov



STATE OF GEORGIA
Darren Mickler, Director
Taylor Wright, Board Chair
Georgia Professional Engineering & Land Surveyors Board
Engineers / Land Surveyors
Professional Engineer

LICENSE NO. PE018052

Robert Brian Bolick
2420 Southers Circle
Suwanee, GA 30024

EXP DATE - December 31, 2025
ISSUE DATE - July 11, 1989
Active

Printed on June 9, 2025 8:44 AM

Your License Pocket Card

See your pocket-sized license card below.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please request a demographic change through the portal if you have a change of address.

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Georgia Professional Engineers & Land Surveyors Board
229 Peachtree Street Northeast, International Tower, Suite 1875
Atlanta, GA 30308
Phone: (404) 693-5754
Email: info@pels.ga.gov



STATE OF GEORGIA
Darren Mickler, Director
Taylor Wright, Board Chair
Georgia Professional Engineering & Land Surveyors Board
Engineers / Land Surveyors
Professional Engineer

LICENSE NO. PE030484

Vincent Devon Reynolds
38 Parkside Circle
Marietta, Ga 30068

EXP DATE - December 31, 2025
ISSUE DATE - June 24, 2005
Active

Printed on December 30, 2024 6:49 PM

TEXAS Board of Architectural Examiners
Architects • Landscape Architects • Registered Interior Designers

THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS

Certifies that it has registered and authorized
to practice in the State of Texas

Richard Franklin Rohrer III
as
Landscape Architect

In testimony whereof this certificate has been issued
by the authority of this board Registration No: 3490

Renewal of this registration is due February 29, 2020

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Your License Pocket Card

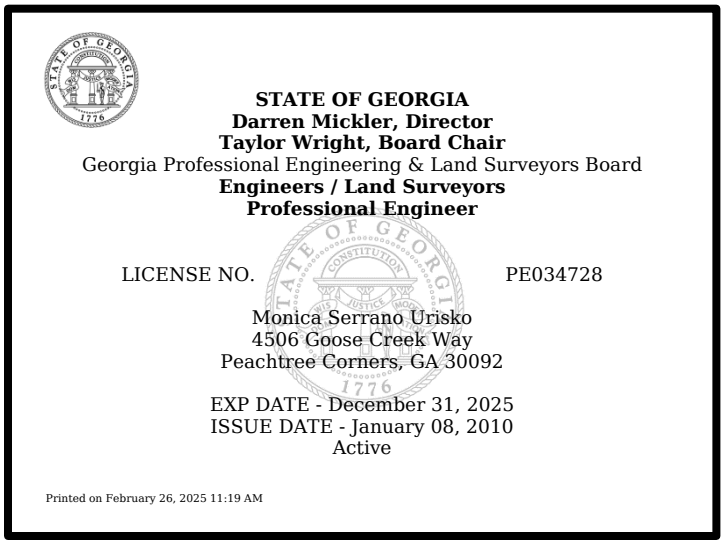
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Please refer to Board Rules for any continuing education requirements your profession may require.

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Atlanta, GA 30308
Phone: (404) 693-5754
Email: info@pels.ga.gov



STATE OF GEORGIA
Darren Mickler, Director
Taylor Wright, Board Chair
Georgia Professional Engineering & Land Surveyors Board
Engineers / Land Surveyors
Professional Engineer

LICENSE NO. PE034728

Monica Serrano Urisko
4506 Goose Creek Way
Peachtree Corners, GA 30092

EXP DATE - December 31, 2025
ISSUE DATE - January 08, 2010
Active

Printed on February 26, 2025 11:19 AM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102421774-Atkin-EO-25-26	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED AtkinsRéalis USA Inc. 4030 West Boy Scout Blvd. Suite 700 Tampa, FL 33607	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Lloyd Underwriters — 32727 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-006006131-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability (claims made policy)			B0509FINPA2550076	04/30/2025	04/30/2026	Limit: Per Claim Annual Aggregate:	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage/Specimen

CERTIFICATE HOLDER

AtkinsRéalis USA, Inc.
4030 West Boy Scout Blvd.
Suite 700
Tampa, FL 33607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

Carolyn Stancell

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	AtkinsRéalis USA Inc. 4030 West Boy Scout Blvd. Suite 700 Tampa, FL 33607
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Professional Liability:

Professional Liability placement was made by Marsh Canada. Marsh USA has only acted in the role of a consultant to the client with respect to the placement, which is indicated here for your convenience.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102421774-Atkin-GAWU-24-25	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : Starr Indemnity & Liability Company / 38318
INSURED AtkinsRéalis USA Inc. 4030 West Boy Scout Blvd. Suite 700 Tampa, FL 33607	**INSURER B :**
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** ATL-005066149-37 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			1000090872241	11/15/2024	10/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 50,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			1000679654241	11/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1000003953	11/15/2024	10/15/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage/Specimen

CERTIFICATE HOLDER

AtkinsRéalis USA Inc.
4030 West Boy Scout Blvd.
Suite 700
Tampa, FL 33607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

Carolyn Stancell

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION AMENDATORY ENDORSEMENT

Policy Number: 1000679654241 **Effective Date:** 11/15/2024

Named Insured: ATKINSREALIS GROUP INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Additional Insured(s):	**Where required by written Contract**

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE A. Coverage, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your use of a covered "auto". However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

(1) The coverage and/or limits of this policy; or

(2) The coverage and/or limits required by said contract or agreement.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS AMENDATORY ENDORSMENT

Policy Number: 1000679654241 **Effective Date:** 11/15/2024

Named Insured: ATKINSREALIS GROUP INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

BUSINESS AUTO COVERAGE FORM

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, c., is amended by the addition of the following:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (BLANKET WAIVER OF SUBROGATION) AMENDATORY ENDORSEMENT

Policy Number: 1000679654241 **Effective Date:** 11/15/2024

Named Insured: ATKINSREALIS GROUP INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. It is hereby agree that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

B. It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph **C.** Locations And Operations Medical Payments Coverage of Section **II** – General Liability Coverages.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCEPROGRAM LOCATION OR PROJECT FOR WHICHINSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

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This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Policy No.: Endorsement No.:

Insured: Premium:

Insurance Company: Countersigned by: _____

EXHIBIT B
SUBMITTED TECHNICAL PROPOSAL

AtkinsRéalis

1600 RiverEdge Parkway, NW
Atlanta, GA 30328
Phone: 678.247.2436
atkinsrealis.com

July 23, 2025

Mr. Will Moody/Mr. Larry Kaiser

RE: RFQ – ENGINEERING DESIGN SERVICES – 061725, Scope of Work

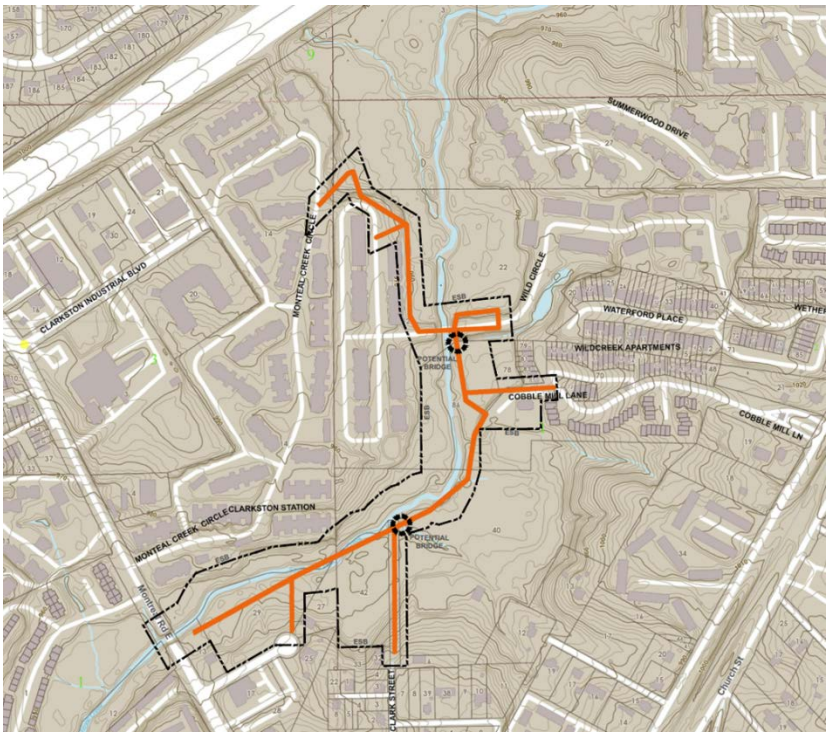
Dear Mr. Moody/Mr. Kaiser,

Please find attached AtkinsRéalis' Scope of Work, as requested.

Project Description

The Clarkston Phase I Trail project is approximately one (1) mile in length (including all "spur" connections), 10- to 12-foot-wide shared use hard surface trail beginning at Montreal Road and terminating at Wild Circle with trail connectivity to both roads, including a HAWK Crossing at Montreal Road. The footprint of the Greenway Trail will be located adjacent to South Fork Peachtree Creek partially and/or wholly within the DeKalb County Gravity Sewer Line easement and FEMA floodplain.

AtkinsRéalis is to prepare two alternative Greenway trail alignments to the south and to the north of South Fork Peachtree Creek within the limits as described herein: including spur trail connections to various apartment communities adjacent to the route. Phase I Schematic Line Drawing, developed by the City, is identified in the ARC funded Perkins & Will Greenway Study, provided in Exhibit V - Clarkston Greenway Report. Exhibit VI - Phase I Greenway Parcel Ownership is a schematic of the parcels included within the project scope. Scope and fee is based on the outlined trail map shown to the right.



Project Area and Trail Alignment

Project Scope:

For the Clarkston Phase I Trail, AtkinsRéalis shall prepare engineering studies and deliverables, assuming federal funding, that are in accordance with applicable Georgia Department of Transportation (GDOT) design processes and guidelines including but not limited to the GDOT Construction Manager/General Contractor (CM/GC) Manual, GDOT Plan Development Process (PDP), GDOT Electronic Data Guidelines (EDG), GDOT Design Policy Manual, GDOT Drainage Manual, GDOT Bridge and Structures Design Manual, Plan Presentation Guide, National Environmental Policy Act (NEPA), and the GDOT Environmental Procedures Manual.

AtkinsRéalis DOR will actively collaborate with the City during preconstruction by producing design deliverables, incorporating, where appropriate, suggestions for improving the design in the form of constructability reviews, risk identification and mitigation, and responding to comments, suggestions, or reviews on design deliverables at key design milestones and formal design reviews. The design review meetings are not intended to restrict the progress of the design but serve as opportunities to provide interim comments and feedback during the development of the design documents. The DOR will respond to and consider Value Analysis Proposals (VAP), if any, and Prepare Engineer's Estimate when requested. Incorporation of City comments, suggestions, or VAPs as well all formal reviews does not relieve the DOR from engineering and design liability of the final design documents.

Additionally, the DOR shall collaborate and respond to comments from the City on DOR's technical design submissions. The City and the DOR shall always establish and maintain a partnering relationship. The purpose of the partnering relationship is to facilitate effective communication and to cooperate in identifying and resolving critical issues relating to the design of the Project. The DOR should also coordinate regularly on design packages and provide information as required to facilitate construction bid preparation. The scope of services to be provided by the DOR for the Project shall include, but not be limited to, the following items:

A. Project Programming and Planning Phase

Kick Off Meeting - The selected Consultant will conduct a meeting at the City's office and:

i. Introduce the team members
ii. Discuss the goals and objectives of the Project
iii. Review project schedule
iv. Review data collection process/methods
v. Discuss field survey and geotechnical data collection dates
vi. Discuss the permit requirements as identified
vii. Discuss potential environmental issues and utility requirements
viii. Discuss utility/ floodplain, regulatory issues, outreach efforts, and translation/interpretation requirements, etc.
ix. Prepare meeting minutes
x. City issuance of Notice-to-Proceed

B. Project Management and Coordination

i. Internal project management and coordination.
ii. Bi-weekly coordination meetings (as deemed appropriate) with the City, and other entities as deemed appropriate by the City during the duration of the project; assume 75% of the meetings to be virtual
iii. Provide Independent Cost Estimator (ICE) in addition to selected consultant estimate at

the various phases described in the RFP

iv. Meetings to include specific technical disciplines

v. Meetings include coordination with third parties during design as needed

vi. Project coordination meetings with various stakeholders; assume ten (10) over the project duration with 50% virtual

vii. Attend all meetings mentioned in this scope and prepare minutes of meetings to discuss progress and/or issues (additional meetings may be required to resolve major Project issues); consultant shall prepare for, attend, and write meeting minutes for Coordination and Team Meetings for the life of this contract

viii. Monthly invoicing submittal to the City's City Engineer

ix. Coordination with the City: It is anticipated that the construction cost estimate will occur at approximately 30/60/90 percent stages of plan development, and four (4) weeks prior to City advertise to-bid

x. The DOR shall also accommodate for input during the design process by taking the following actions in the preconstruction phase of the Project:

1. Notification of major design changes
2. Allowing assistance in material selection decisions
3. Collaborating to accommodate appropriate construction means and methods into the design
    a. Preparing design changes for cost/schedule impact validation
    b. Reviewing construction submittals with trade subcontractors
    c. Expediting review of construction submittals upon request
    d. Providing design documents to facilitate contractor-obtained permitting
    e. Furnishing graphic design support to public relations and public meetings which includes foam board displays for a total of four (4) public outreach/PIOH efforts
    f. Joint planning and participation in public outreach meetings; assume four (4) hours for each PIOH or other outreach effort
    g. The DOR shall partner with other members of the Project team, i.e. as follows:
        1. The City's Project Engineer/City Engineer
        2. Local property owners and businesses
        3. Local neighborhood and stakeholder groups
        4. Local jurisdictions, City of Tucker, and DeKalb County Watershed
        5. South Fork Conservancy
        6. GDOT and Federal Highway Administration (FHWA), if applicable
        7. Public and private utilities
        8. U.S. Environmental Protection Agency (EPA)
        9. Georgia Environmental Protection Division

C. Concept Development

i. Complete concept study per GDOT requirements, including although not limited the following:
   1. Site visits
   2. Compilation of existing information (GIS data, planned developments, etc.)
   3. Study of preferred and alternate
   4. Conceptual profiles, cross sections, layout
   5. Conceptual construction, right-of-way, utility, and environmental mitigation cost estimate preparation
   6. Opinion of Probable Construction Cost
   7. Concept Team Meeting (input from GDOT where feasible)
   8. GDOT Concept Report (review from GDOT where feasible)

ii. Complete environmental resource identification

iii. Phase I Environmental Site Assessment (ESA) Report (review from GDOT where feasible)

iv. Obtain authorization from the City upon completion of the Concept Report and Database Preparation before proceeding to Preliminary Plans

D. Database Preparation

i. Collect GIS from DeKalb County for setup and initial design

ii. Review provided survey, coordinate with areas, and clean up provided files for plans

iii. Property lines, rights-of-way, streets, trail spur connections, stream footprint, existing trails, etc.

iv. Topography

v. Tree survey (specimen trees only)

vi. Aboveground utilities, bridge locations, and deck elevations

vii. Sanitary/storm sewers, manholes/catch basins/drop inlets/curb inlets (size, material, and invert information)

viii. FEMA floodplain

ix. Complete survey database per GDOT survey specifications

E. Environmental

The City anticipates the NEPA document to be an Environmental Assessment (EA) or Programmatic Categorical Exclusion (PCE); however, if the DOR alters the Project design or pursues an alternate design, the DOR is responsible for evaluating the changes under the purview of NEPA and preparing any applicable NEPA Re-Evaluations (including any applicable updates to Environmental Special Studies (Air, Noise, Ecology, History, Archaeology, Public Involvement, and NEPA). Regardless of whether a NEPA re-evaluation is necessary due to design modifications recommended by the DOR, proposers shall include the cost for one re-evaluation given the unknowns associated with the timing of ARC or CDS federal funding availability.

i. Prepare all necessary Environmental Special Studies survey reports and NEPA assessment of effects reports (including any additional field surveys needed including wetlands delineation as necessary)

ii. Prepare all necessary Environmental permit submittal documents (including coordination with appropriate oversight agencies) such as U.S. Army Corps of Engineers (USACE), Georgia Environmental Protection Division (EPD), and EPA

iii. Air Quality and Noise Impact reports are anticipated to be write-offs, due to the project type (trail). No NRHP-eligible historic resources have been identified within the project

limits as part of preliminary field studies
iv. Prepare the Logical Termini report
v. Necessary NEPA Re-Evaluation(s)
vi. Variance applications (s) with EPD for stream buffer encroachment

F. Preliminary Design Plans

Upon the City ascertaining the preferred trail alignment, the DOR will then prepare Preliminary Plans for this preferred alignment. The DOR shall periodically submit to the City status updates in the bi-weekly and monthly meetings. The City reviews the preliminary plans and ensures design is progressing in conformance with GDOT's design processes and guidelines. The Preliminary Plans shall include plans, specifications, and reports that capture all major items, elements, and portions of the Project design such that the DOR can demonstrate a comprehensive understanding of the Project. At the conclusion of the preliminary plan phase, the DOR will develop the necessary details to create a 3D animated fly-through for the entire Phase I corridor. The following items shall be included within the Preliminary Plans:

i. Provide preliminary plans, meeting the requirements of GDOT PDP, Plan Presentation Guide (PPG), Electronic Data Guidelines (EDG), and the latest Preliminary Field Plan Review (PFPR) checklist
ii. Prepare for and attend constructability review
iii. Prepare for and attend the Avoidance and Minimization Measures Meeting (A3M)
iv. Prepare Trail Pavement Design Alternatives
v. Update/Maintain Design Notebook
vi. Cover sheet, typical sections, plan and profile sheets, cross sections, preliminary right-of-way and easements, existing utilities, drainage design, and drainage profiles/cross sections
vii. "No Rise" study and certification may be required where fill activities are anticipated. The trail will be located within the 100-year floodplain and at existing grade. Spur connections to the various apartment complexes will likely require fill material due to elevation changes within the floodplain. Stream crossing (s) may also be required.
viii. Prepare FEMA floodplain studies
ix. Provide Preliminary Pedestrian Bridge and/or Wall Hydraulic Studies
x. Provide Preliminary Pedestrian Bridge and/Wall Layouts
xi. Signing and Marking Plans at HAWK crossing including warrant study and Wild Circle (Private Drive)
xii. Preliminary Erosion Control Plans
xiii. Draft Special Provisions
xiv. Approved Design Exceptions/Design Variances
xv. Prepare and submit Design Databook
xvi. Additional Stakeholder Coordination
xvii. Prepare for and respond to City Review process
xviii. Prepare a detailed Construction Cost Estimate in AASHTOWare estimating program per milestone and update annually
xix. Perform internal Quality Control/Quality Assurance (QC/QA) reviews and revise plans accordingly. Submit QC/QA letter stating that the plans were reviewed and corrected.
xx. Attend PFPR and respond in writing to all PFPR comments within four (4) weeks.
xxi. Hold monthly meetings with the City staff in addition to the other meetings previously mentioned above, to discuss progress, design issues, and preparation for other formal meetings. Provide meeting minutes for each meeting.
xxii. Design exceptions and variances as needed
xxiii. Preliminary Construction plans
xxiv. Preliminary Special Provisions

xxv. Present contextual architectural elevation/plan view and perspective drawings in color 11" x 17" format as hand sketches or comparable – assume four (4) locations

xxvi. Develop Greenway Trail preliminary design for amenities and features such as wayfinding signage, community garden spaces, stormwater management and water quality runoff (bioswales/infiltration basins), landscape design/architecture, trail security and surveillance, art, trail lighting, educational-wayfinding kiosks, environmental educational opportunities, emergency access, ADA compliance, etc., as outlined in the Perkins & Will study. Electrical service plans to be prepared for all amenities that require power.

xxvii. Prepare potential value engineering items for City discussion and decision

xxviii. Review City's front end bid documents and determine method of bidding and format of bid form

xxix. Develop geotechnical scope and procure subsurface investigations for bridge/wall locations, trail footprint and other areas as deemed by the DOR. The City will provide a “owners contingency” in the final contact with the selected firm cost for Geotechnical Services.

xxx. Prepare 3D modeling and animation/including editing to create an animated fly-through of the Phase I corridor that includes the following details:

1. Modeling and texture mapping of the trail footprint (includes alignments to both sides of South Fork Peachtree Creek)
2. Includes modeling and texture-mapping of up to existing features on the trail such as trees, roadways, trail spur connection, bridges, Friendship Forest Wildlife Sanctuary, stream, Wild Circle, Montreal Road HAWK crossing, and trailhead
3. Includes stitching multiple drone images to form the ground plane
4. Includes animated bicyclists and pedestrians and gardeners at community gardens
5. Fly-through camera path and various pause points as directed by the City
6. Video production at minimum of 1080 HD (resolution of 1920 x 1080 at 30 frames per second). Higher quality options to be provided.
7. Total video length up to 4 minutes
8. Obtain authorization to proceed to Final Plans

G. Survey

i. Land, engineering, and/or remote sensing surveys as necessary to provide appropriate field information to produce Preliminary and Final plans, including right-of-way plans

ii. Survey Enhancements (if necessary)

iii. Extended Survey limits (if necessary)

H. Right-of-Way Plans

Prepare Right-of-Way Plans according to the GDOT Plan Presentation Guide (PPG) and results from the PFFR. A majority of the trail footprint is within the DeKalb County Sanitary Sewer Line Easement or within City owned property (parcel on Montreal Creek Court and Friendship Forest Wildlife Sanctuary. The number of privately owned parcels within the footprint of this project will be largely dependent on the “spur” route connections to the various apartment complexes. At this juncture the City would anticipate one (1) parcel associated with the Sanitary Sewer Line, four (4) parcels in the name of the City of Clarkston (City), and three (3) parcels privately owned. The right-of-way plans to be prepared as recordable easement plats as follows:

i. Prepare Right-of-Way and easement plat sheets for each parcel

ii. Prepare Right-of-Way acquisition tables.

iii. Prepare Right-of-Way acquisition deeds per current GDOT guidelines.

iv. Prepare written legal descriptions for easements and right-of-way

v. Prepare Right-of-Way staking data sheets.
vi. Perform staking for final alignment and spur connections. Staking to be undertaken at intervals of 50-100 feet to ensure all parties can visually understand the trail and spur(s) footprint.
vii. Re-staking of right-of-way and easements as needed for right-of-way negotiations
viii. Perform right-of-way acquisition services utilizing a GDOT certified agent
ix. Assume appraisals to be performed for each private parcel
x. Develop data book or other GDOT method for ascertaining comparable land values for negotiation purposes

I. Permitting Services

i. Submit plans to DeKalb County Water Resources, EPD, USACE, FEMA, and other relevant permitting agencies
ii. Address permitting review comments relating to preliminary and final submittals.
iii. Prepare “permitting memo” to summarize all permitting issues/tasks

J. Utility Services

Due to the type of project, involvement with utilities is expected to be minimal except for the DeKalb County Sanitary Sewer easement encroachment, the HAWK crossing at Montreal Road and Wild Circle access (private road).

K. Final Design Phase

The Final Design Documents shall be prepared by the DOR for each respective element and discipline of the Project. When the design is deemed 100 percent complete by the DOR and after the DOR has resolved all review comments by CITY and its consultants (or any necessary resubmittal). The Final Design Documents shall include all the information necessary to construct the Project in its entirety.

The Final Design Documents shall include Complete Final Trail Plan, including, but not limited to:

i. Update, complete, and finalize the final plans to address the comments from FFPR and as required for letting
ii. Prepare detailed and finalize final trail design, drainage design and drainage profiles/cross sections, bmp design, signing and marking plans, “trailscape amenities” as described in the preliminary plan phase. Bridge and/or board plans, retaining wall design, and erosion control plans
iii. Prepare and submit 2nd utility submission
iv. Prepare and submit supplemental 2nd utility submission
v. Finalize utility plans
vi. Finalize walls locations and envelopes
vii. Prepare and finalize construction quantities and cost estimates in AASHTO are for FFPR plans, CFFPR, and final plans per GDOT Policy 3a-9
viii. Development of special provisions
ix. Prepare final bridge plans and calculations for City review and acceptance
x. Prepare special design MSE wall design(s) for City review and acceptance

L. Provide Final Construction Plans:

xi. Perform internal QC/QA reviews, revise plans accordingly, and submit QC/QA letter stating that the plans were reviewed and corrected
xii. Provide complete FFPR packages per most current FFPR Inspection checklist
xiii. Attend FFPR meeting
xiv. Provide responses to comments made during the FFPR meetings
xv. Prepare and Submit corrected FFPR plan sets
xvi. Prepare/submit Final Plans per Designer's Checklist for Final Plans Submittal per most current DOR Checklist

M.Construction Phase Services

The Construction Phase Services shall be required of the DOR once the Project moves into the construction phase. After the DOR has resolved all review comments on the Final Design Documents or any necessary resubmittal, the DOR shall submit the RFC design documents to the CITY. The DOR's final design documents shall comply with all the applicable GDOT requirements, and shall be detailed, complete, in accordance with good industry practice in such a manner that the Project is constructible as designed and shall allow verification of the design criteria in compliance with applicable CITY requirements. The DOR, through the appropriately qualified and licensed design professional, shall sign and seal all final design documents.

DOR services in the construction phase to include the following:

i. Develop project manual and discuss bidding procedures with City
ii. Prepare construction change orders
iii. Prepare as-built drawings
iv. Prepare shop drawings as necessary
v. Review and confirmation of change of orders
vi. Erosion control inspection/seven (7)-day letter
vii. Conduct QA/QC Reviews for all design deliverables during design process

N. Public Engagement

i. Hold four (4) PIOHs: one at the concept phase; one at the preliminary phase; one at the final plan development phase; and one additional public meeting, as determined by the City. All PIOH meetings to be in-person. DOR or his/her designee shall attend including appropriate staffing from the firm. Foamboard displays shall be provided.
ii. Firm to prepare all handouts and respond to all PIOH comments
iii. Provide translation of all handout documents in six (6) languages, including interpreters at each PIOH. City to provide six (6) languages
iv. City to provide a list of potential translators/interpreters for the Consultant to utilize as they deem appropriate in obtaining fees for these services. The Consultant can provide these services from other vendors at their choosing.
v. Fees for these services shall be included in the Fee Proposal
vi. PIOHs to include court reporting services with cost to be borne by the firm
vii. Duration of each PIOH to be approximately three (3) hours. This includes arriving at each PIOH in advance of each meeting for coordination purposes. Meeting duration shall be limited to two (2) hours City to prepare and install PIOH roadway signage
viii. With CITY staff, meet with the following groups: (a) property managers of the complex adjoining Greenway to discuss coordination for ownership for trail spur connectivity opportunities; (b) City of Tucker staff; and (c) South Fork Conservancy. Assume two (2) meetings for each group at two (2) hours per meeting.

ix. Meet with a Phase I Steering Committee periodically; five (5) meetings at two (2) hours each to solicit input on spur connections, trail alignment, “Trailscape amenities,” and various other topics. CITY to develop the steering committee membership.
x. Present project plans to City Council work session: three (3) presentations over the duration of the project design.

Assumptions and Exclusions

1. Subsurface Utility Engineering (SUE) Services are not currently anticipated and are not included in the scope of services
2. Geotechnical Services and fees are not included and the owner will provide a contingency for these services.
3. Fees for Translation Services are included in our expense budget.
4. Fees for Court Reporter services are included in our expense budget.
5. Construction Phase Services do not include Construction Administration or Construction Inspection Services.
6. Public Engagement and meetings are limited to the number identified in the scope of services.
7. An independent cost estimate will be provided by AtkinsRéalis construction services staff that are independent and not involved in the design of the project.
8. This proposal is based on AtkinsRéalis designing typical trail improvements. Roadway reconstruction design is limited to the proposed Hawk Signal improvements on Montreal Road. Utility design or relocation services are not anticipated or included in the scope of work.
9. The Environmental Site Assessment (ESA) is limited to Phase I study.
10. Material testing services during construction are not included in the scope of work.
11. Warrant Analysis for the proposed HAWK Signal is included in the scope of work, No other Traffic Analysis or studies are included.
12. Assistance with obtaining (mitigation) credits is not included in the scope of services. AtkinsRéalis can assist the City and coordinate the purchase of mitigation credits from an existing mitigation bank for an additional fee.
13. Preparation of Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) documentation and or coordination with FEMA is not currently anticipated or included in the scope of services.
14. Design scope and fees include the design of two prefabricated pedestrian bridges.
15. No architectural or MEP services are included in the scope of services.
16. Revisions to drawings and/or specifications after being previously approved by the City of Clarkston will be considered additional service.
17. Right-of-way acquisition services will follow the GDOT PDP as described below.
    - Ten (10) total parcels have been identified, which include the spurs as shown in the Clarkston Greenway Study. Based on study of the project area, there were three potential additional parcels required for the spurs beyond what was in the scope. If the alignment changes and additional parcels are added a change order for this, work can be provided.
    - Prepare a detailed cost estimate which will be submitted to GDOT for review
    - Obtain title opinions to verify ownership and assure clear title for the properties to be acquired for up to ten (10) parcels
    - Prepare and review appraisal reports for the parcels to be acquired
    - Coordinate with GDOT review appraiser for approval of appraisal reports
    - Facilitate property owner information meeting (one scoped if required)
    - Prepare and present the Offer Package (approved by the City of Clarkston) to the property owner and negotiate a settlement
    - Prepare and file the necessary closing documents to acquire parcels

- Prepare and deliver closed parcel files to the City of Clarkston and GDOT for right-of-way certification
- Perform right-of-way staking once during ROW negotiations if requested
- No specialty reports (cost to cures, sign, etc.) reports will be necessary on the city owned parcels (four [4] total per RFQ); however, appraisals will be performed on City owned parcels
- No relocations are anticipated
- Condemnation is not anticipated for this project and not included in the scope of work. If necessary, condemnation services can be provided based on the following hourly rates: $350/hr. for partners; $275/hr. for associates; and $90/hr. for paralegals plus expenses. Any expert witnesses required would be an additional expense.
- Submit bi-weekly project status spreadsheet to City of Clarkston
- Monthly reporting and P6 updates for GDOT
- Maintain individual parcel files until they close out

On behalf of AtkinsRéalis, we appreciate the opportunity to provide the City of Clarkston with this proposal for Phase 1 of the City's proposed trail improvements. We look forward to discussing the project and scope of work with you in further detail. Should you have any questions or require additional information, please do not hesitate to contact myself at 678.247.2436.

Sincerely,



R. Brian Bolick
Sr. Division Manager/Vice President
AtkinsRéalis

EXHIBIT C
NEGOTIATED SCOPE OF WORK

AtkinsRéalis

1600 Riveredge Parkway, NW
Atlanta, GA 30328
Phone: 678.247.2436
atkinsrealis.com

July 28, 2025

Mr. Larry Kaiser, P.E.
City Engineer/CIS, Inc

RE: RFQ – ENGINEERING DESIGN SERVICES – CONCEPT PHASE
061725, Scope of Work

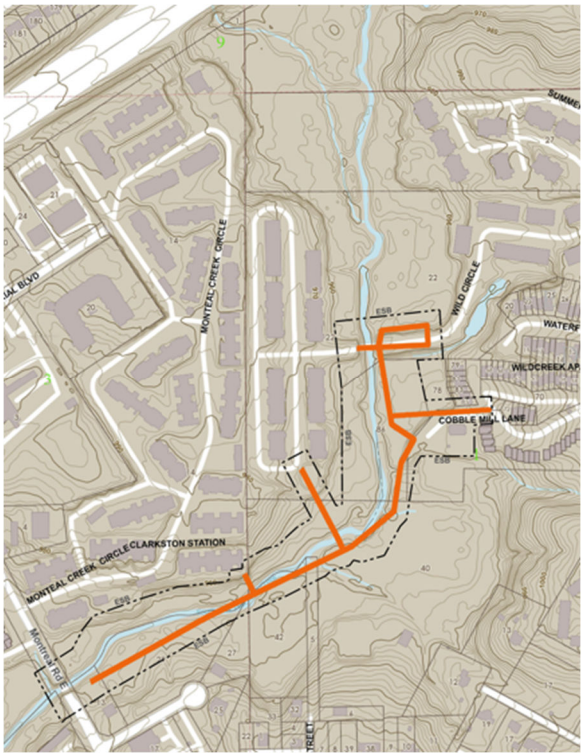
Dear Mr. Kaiser,

Please find attached AtkinsRéalis' Scope of Work for Phase I- Conceptual Phase, as requested.

Project Description

The Clarkston Phase I Trail project is approximately .8 of a mile or approximately 4,500 LF in length (including two "spur" connections), 10- to 12-foot-wide shared use hard surface trail beginning at Montreal Road and terminating at Wild Circle with trail connectivity to both roads including a HAWK Crossing at Montreal Road. The footprint of the Greenway Trail will be located adjacent to South Fork Peachtree Creek partially and/or wholly within the DeKalb County Gravity Sewer Line easement and FEMA floodplain.

AtkinsRéalis will prepare up to two (2) preliminary conceptual alternatives and one (1) final conceptual greenway and trail alignment to the south and north of South Fork Peachtree Creek within the limits as described herein: including spur trail connections to the two apartment communities adjacent to the route. Phase I Schematic Line Drawing, developed by the city, is identified in the ARC funded Perkins & Will Greenway Study, provided in Exhibit V - Clarkston Greenway Report. Exhibit VI - Phase I Greenway Parcel ownership is a schematic of the parcels included within the project scope. The scope and fee is based on the outlined trail map shown to the right.



Preliminary Trail Alignment.

Project Scope:

For the Clarkston Phase I Trail, AtkinsRéalis shall prepare conceptual engineering studies and deliverables, assume federal funding in accordance with applicable Georgia Department of Transportation (GDOT) design processes and guidelines including but not limited to the GDOT Construction Manager/General Contractor (CM/GC) Manual, GDOT Plan Development Process (PDP), GDOT Electronic Data Guidelines (EDG), GDOT Design Policy Manual, GDOT Drainage Manual, GDOT Bridge and Structures Design Manual, Plan Presentation Guide, National Environmental Policy Act (NEPA), and the GDOT Environmental Procedures Manual.

Additionally, the project manager shall collaborate and respond to comments from the city on the project manager's technical design submissions. The city and project manager shall always establish and maintain a partnering relationship. The purpose of the partnering relationship is to facilitate effective communication and to collaborate in identifying and resolving critical issues relating to the design of the project.

A. Project Programming and Planning Phase

Kick Off Meeting - The selected consultant will conduct a meeting at the city's office and:

i. Introduce team members
ii. Discuss goals and objectives of the project
iii. Review project schedule
iv. Review data collection process/methods
v. Discuss field survey and geotechnical data collection dates
vi. Discuss permit requirements as identified
vii. Discuss potential environmental issues and utility requirements
viii. Discuss utility/ floodplain, regulatory issues, outreach efforts, and translation/interpretation requirements, etc.
ix. Prepare meeting minutes
x. City issuance of Notice-to-Proceed

B. Project Management and Coordination

i. Internal project management and coordination.
ii. Monthly and Bi-weekly email update min. of 75% of meetings which shall be virtual meetings.
iii. Provide Independent Cost Estimator (ICE) in addition to consultant estimate at the completion of Conceptual Design
iv. Meetings to include specific technical disciplines
v. Meetings include coordination with third parties during design as needed
vi. Project coordination meetings with various stakeholders; assume three (3) over the project duration with two (2) meetings in person and one (1) meeting virtual.
vii. Attend all meetings mentioned in this scope and prepare minutes of meetings to discuss progress and/or issues (additional meetings may be required to resolve major project issues); consultant shall prepare for, attend, and write meeting minutes for coordination and team meetings for the life of this contract
viii. Monthly invoicing submittal to the city's City Engineer
ix. Coordination with the city: It is anticipated that the conceptual construction cost estimate will be completed for each of the conceptual trail alignments (2) and a final cost estimate of the preferred conceptual plan alternative
x. The project manager shall also accommodate for input during the design process by

taking the following actions in the preconstruction phase of the project:

1. Notification of major design changes
2. Allow assistance in material selection decisions
3. Collaborate to accommodate appropriate construction means and methods into the design
    a. Prepare design changes for cost/schedule impact validation
    b. Review construction submittals with trade subcontractors
    c. Expedite review of construction submittals upon request
    d. Furnish graphic design support to public relations and public meetings including foam board displays for a total of one (1) public outreach/PIOH efforts
    e. Joint planning and participation in public outreach meetings; assume two (2) hours for the PIOH or other outreach effort
    f. The project manager shall partner with other members of the project team, i.e. as follows:
        1. The City's Project Engineer/City Engineer
        2. Local property owners and businesses
        3. Local neighborhood and stakeholder groups
        4. Local jurisdictions, City of Tucker, and DeKalb County Watershed
        5. South Fork Conservancy
        6. GDOT, if applicable
        7. Public and private utilities

xi. The Project Manager will prepare for and attend one (1) PIOH meeting.
xii. The Project Manager will prepare for and attend three (3) Stakeholder Meetings
xiii. The Project Manager will prepare for and attend two (2) Steering Committee Meetings
xiv. The Project Manager will prepare for and attend one (1) City Council Meeting

C. Concept Development

i. Complete concept study and GDOT concept report in accordance with GDOT requirements, services include although not limited to the following:
    1. Site visits to review site conditions and determine potential trail alignments and greenway improvements.
    2. Compilation of existing information (GIS data, planned developments, etc.) Phase I Environmental Site Assessment, Environmental Resource Identification.
    3. Preliminary Trail Alignment Options- Study of preferred and alternate trail routes (2), Preliminary alignments will be flagged in the field and GPS data points of potential alignments will be picked up to developed alignments of alternatives.
    4. Based on input received from city project manager, steering committee, AtkinsRéalis will prepare final and preferred alignment of proposed greenway improvements
    5. Preferred alignment will be walked in the field with interested parties and reflagged or staked and to be surveyed for final conceptual alignment development.
    6. Final conceptual trail alignment will include conceptual cross sections, layout, storm drainage improvements, grading, potential right-of-way, utility improvements, and site amenities.
    7. AtkinsRéalis will prepare perspectives, renderings and enlargements of the proposed trail and greenway improvements for PIOH and presentation of final trail and greenway improvements to the city council.
    8. Opinion of probable construction cost; AtkinsRéalis will prepare one (1) final cost estimate for preferred trail alignment and proposed greenway improvements.
    9. Provide AtkinsRéalis independent cost estimate review.
    10. Prepare 3D modeling and animation/including editing to create an animated fly-through of the final conceptual alignment that includes the following details:

a. Modeling and texture mapping of the trail footprint and other greenway amenities
b. Includes modeling and texture-mapping of up to existing features on the trail such as trees, roadways, trail spur connection, bridges, Friendship Forest Wildlife Sanctuary, stream, Wild Circle, Montreal Road HAWK crossing, and trailhead
c. Includes stitching multiple drone images to form the ground plane
d. Includes animated bicyclists and pedestrians and gardeners at community gardens
e. Fly-through camera path and various pause points as directed by the city. Video production at minimum of 1080 HD (resolution of 1920 x 1080 at 30 frames per second). Higher quality options are to be provided. Total video length up to 4 minutes.

ii. **Prepare Final Report and Deliverables** -AtkinsRéalis shall prepare a final conceptual trail and greenway improvement report that includes.
   a. Documentation of public engagement processes, and meetings with the stakeholders, steering committee and PIOH
   b. Compilation of existing information and environmental site assessment
   c. Preliminary trail routing alternatives
   d. Final conceptual trail alignment, including conceptual profiles, and cross sections required right of way and utility improvements
   e. A final estimate of probable costs including phasing options (1 hard and digital PDF copy and 1 excel spreadsheet)
   f. Graphic image boards that communicate the design intent of proposed improvements and amenities (1 hard and digital copy in PDF format)

iii. Prepare preliminary GDOT Concept Report, ready to submit to GDOT for comments
iv. Revise concept report based on GDOT comments and prepare submission

D. Database Preparation

i. Collect GIS from DeKalb County for setup and initial design
ii. Review provided survey, coordinate with areas, and clean up provided files for plans
iii. Property lines, rights-of-way, streets, trail spur connections, stream footprint, existing trails, etc.
iv. Topography
v. Tree survey (specimen trees only)
vi. Aboveground utilities, bridge locations, and deck elevations
vii. Sanitary/storm sewers, manholes/catch basins/drop inlets/curb inlets (size, material, and invert information)
viii. FEMA floodplain
ix. Complete survey database per GDOT survey specifications

E. Environmental Resource Identification and Phase I Site Assessment

i. Conduct field surveys for Archaeology, History, Ecology, and NEPA.
ii. Prepare Resource Identification Reports for Archaeology, History, and Ecology.
iii. Prepare and mail early coordination letters
iv. Complete Environmental Resource Identification and Phase I Site Assessment.

F. Survey

i. Land, engineering, and/or remote sensing surveys as necessary to provide appropriate field information to produce preliminary and final plans, including right-of-way plans
ii. Survey enhancements (if necessary)

iii. Staking of the preferred and final trail alignment

G. Coordination with DeKalb County

i. Submit plans to DeKalb County Water Resources to determine input from DeKalb County sanitary sewer easement encroachment.
ii. Prepare “memo” to summarize permitting issues/tasks

H. Public Engagement

i. Hold one (1) PIOH at the concept phase
1. PIOH meeting to be in-person
2. PIOH to be two (2) hours in duration
3. Project manager, designer, and environmental and public involvement staff will attend PIOH
4. Firm to provide foamboard displays
5. Firm to prepare handouts and respond to PIOH comments
6. Provide translation of all handout documents in six (6) languages, including interpreters. City to provide six (6) languages.
7. Court reporting services provided at PIOH.
8. City to prepare and install PIOH roadway signage

ii. **Hold three (3) stakeholder meetings at the concept phase**:
1. Meet with the following groups (1 meeting each, 2 hours in duration)
2. Property managers of the complex adjoining Greenway to discuss coordination for ownership for trail spur connectivity opportunities
3. City of Tucker staff
4. South Fork Conservancy

iii. Hold two (2) Phase I steering committee meetings in the concept phase (2 hours in duration):
1. Solicit input on spur connections, trail alignment, “Trailscape amenities,” and various other topics.
2. City to develop the steering committee membership.

iv. Present project plans to the City Council work session: One (1) presentation over the duration of the conceptual design.

Assumptions and Exclusions

1. The proposal is for services up to conceptual design and the completion of a concept report that is in accordance with GDOT PDP and standards
2. Fees for translation services are included in our expense budget
3. Fees for court reporter services are included in our expense budget
4. Public engagement and meetings are limited to the number identified in the scope of services
5. An independent cost estimate will be provided by AtkinsRéalis construction services staff that are independent and not involved in the design of the project
6. Warrant Analysis for the proposed HAWK Signal is not included in the scope of work, no other traffic analysis or studies are included
7. Preliminary design, final design, right of way, construction phase services, construction administration or construction inspection services are not included in the scope of services.

8. Subsurface Utility Engineering (SUE) Services are not currently anticipated and are not included in the scope of services.
9. Geotechnical services will be provided during the preliminary design services and are not included in the scope of services.
10. This proposal is based on AtkinsRéalis designing typical trail improvements. Roadway reconstruction design is not included.
11. Proposed Hawk Signal improvements on Montreal Road is limited to conceptual design services.
12. Utility design or relocation services are not anticipated or included in the scope of work.
13. The Environmental Site Assessment (ESA) is limited to the Phase I study.
14. Assistance with obtaining (mitigation) credits is not included in the scope of services AtkinsRéalis can assist the city and coordinate the purchase of mitigation credits from an existing mitigation bank for an additional fee
15. Hydrology and Hydraulic Design Services, including No Rise Study, Preparation of Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) documentation and /or coordination with FEMA is not currently included in the scope of services.
16. Design services associated with the pedestrian bridges will be completed in preliminary and final design services.
17. No architectural or MEP services are included in the scope of services.
18. Revisions to drawings and/or specifications after being previously approved by the City of Clarkston will be considered additional service
19. Right-of-way acquisition services are not included in the scope of services and will be completed in the preliminary and final design services, which at that time will follow the GDOT PDP process.

On behalf of AtkinsRéalis, we appreciate the opportunity to provide the City of Clarkston with this proposal for Phase 1 of the city's proposed trail improvements. We look forward to discussing the project and scope of work with you in further detail. Should you have any questions or require additional information, please do not hesitate to contact me at 678.247.2436.

Sincerely,

R. Brian Bolick
Sr. Division Manager/Vice President
AtkinsRéalis

EXHIBIT D
CONCEPT PHASE SCHEDULE

CONCEPT DESIGN SCHEDULE

Clarkston Project Proposed Schedule																																			
July 28th, 2025																																			
Conceptual Design Development					30				60				90				120				150				180				210				240				270
		August				September				October				November				December				January				February				March				April			
TASK		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
A	**Project Programming and Planning Phase**																																				
B	**Project Management and Coordination**																																				
C	**Concept Development**																																				
	Site Visits																																				
	Compilation of Existing Information																																				
	Conceptual Plan Develop 2 Alt.																																				
	Preferred Alt. Plan																																				
	Final Trail Alignment Including Plan Development																																				
	Perspective Sketches																																				
	Opinion of Probable Construction Cost																																				
	Fly-through Camera Path of Trail																																				
	Prepare Final Report																																				
	Prepare Final GDOT Report																																				
D	**Data Base Preparation**																																				
E	**Environmental Resource Identification and Phase 1 Site Assessment**																																				
F.	**SURVEY**																																				
G.	**COORDINATION WITH DEKALB COUNTY**																																				
H.	**PUBLIC ENGAGEMENT**																																				
	PIOH (1 meeting)																																				
	Stakeholder Meetings (3 meetings)																																				
	Steering Committee Mtg. (2 meetings)																																				
	City Council Presentation (1 meeting)																																				

CITY OF CLARKSTON

ITEM NO: 8B&C

CITY COUNCIL MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: August 7, 2025

SUBJECT: To consider a resolution to amend CUP 19-02 zoning conditions for 1352 Brockett Road, applicant: Abdulkadir Dine.

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
PAGES: 15

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

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

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

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

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

with the annual business license renewal.

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

SO RESOLVED this _____day of _____, 2025.

ATTEST:

CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA

_____
Tomika Mitchell, City Clerk

_____
Mayor Beverly H. Burks

Approved as to form:

_____
Stephen G. Quinn, City Attorney

STAFF ANALYSIS AND REPORT

APPLICANT: Abdulkadir Dine

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

ZONING: NC-2: Moderate Density Neighborhood Commercial District

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

ZONING/ADJACENT LAND USE:

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

MEETING INFORMATION:

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

RECOMMENDATION:

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

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

BACKGROUND:

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

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

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

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

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

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

1. **Would the conditional use be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood?**
   The NC-2 zoning district purpose and intent is to provide suitable areas for the provision of retail and personal services oriented towards those neighborhoods making up the adjacent community. The regulations in this district are designed to encourage the formation of compatible and economically healthy business and service uses, which benefit from close proximity to each other.

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

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

2. **Would the proposed conditional use increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties?**
   This proposal would not increase the local or state expenditure in relation to the cost of servicing or maintaining neighboring properties.

3. **Would the establishment of the conditional use impede the normal and orderly development of surrounding property for uses predominant in the area?**
   The Comprehensive Plan has the future land use classification for this property as Traditional Neighborhood Development. This designation calls for walkable areas of single-family homes, duplexes and triplexes, cottage courtyard housing, 4-6 unit walk up apartment buildings, and townhouses.

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

4. **Would the location and character of the proposed conditional use be consistent with a desirable pattern of development for the locality in general?**
   The proposed modification to CUP19-02 zoning conditions is not consistent with a desirable pattern of development. The historic character of the area is mixed retail, restaurants, and personal service establishments, which were annexed into the City of Clarkston in 2015.

Recommendation:

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

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

Aerial of the site



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

E. PUBLIC COMMENTS

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

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

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

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

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

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

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

The Vice-Mayor closed public comments.

F. OLD BUSINESS

None

G. NEW BUSINESS

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

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

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

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

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

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

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

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

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

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

G2) Public Hearing: Planning-Rezoning request for 3542 Clarkston Industrial Blvd, Early Learning Scholars, from I-Light Industrial to NR-CD Neighborhood Residential Community Development District to add parking
Shawanna Qawiy state Ms. Armstrong is currently operating the Early Learning Scholars and Family Services that is located next to the requested rezone property with the intention of providing additional parking. Ms. Qawiy discussed the eight criteria points in considering a zoning for any parcel of property, or when an amendment is requested to the zoning map. Both staff and the Zoning recommended approving the request with four conditions:
1. No housing options will be developed on this parcel as a result of the approved rezoning request.
2. The applicant must adhere to all development regulations associated with the construction of a parking facility as outlined in the City's Code of Ordinances.
3. The applicant must adhere to Article XI Parking and Loading Requirements
4. The applicant shall work with the City to create an environmentally friendly permeable paving parking facility.

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

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

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

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

G3) Discuss Proposed Millage Rate for 2020
Mr. Gomez discussed the 2020 Millage adoption process and for the Council to approve a millage rate for advertising purposes. The current 2020 projected Clarkston Net Tax Digest is $219,897,902, a $10,892,456 and 5.21% increase over the 2019 Net Tax Digest of $209,005,446. Staff recommends setting the 2020 Advertised Millage Rate at 15.89 Mills, the same rate as in 2019, and the same rate as in the three years prior to 2019. The City will hold two (2) Public Hearings on Tuesday, June 30, beginning at 10:00 am and 6:30 pm. The third (3rd) and

RECEIVED
MAY 30 2025
CITY OF CLARKSTON

#1078

CITY of CLARKSTON
AMENDMENT TO ZONING CONDITIONS APPLICATION

Form # 200-AZC

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

APPLICANT INFORMATION

BANADIR Auto Broker LLC DBA BARAVA Auto
Applicant Name Company

1352 Brockett Rd. Clarkston GA 30021
Mailing Address Suite/Apt. # City, State Zip Code

Same as above.
Primary Phone # Alternate Phone # Fax #

404 9449176
Email Address

PROJECT SUMMARY

Name of Project

Original Re-zoning Case #:

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

Auto Sales and Repair
2134 Square Footage
Total parking Spaces 20.

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

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

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

Applicant Signature Date 5/28/25

☑ Property Owner ☐ Owner's Agent

PROPERTY INFORMATION/OWNER AUTHORIZATION

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

PROPERTY # _____ OF _____ TOTAL

PARCEL (PROPERTY) INFORMATION

1352 Brockett RD. Clarkston GA 30021
Property Address/Location Suite/Apt. # City, State Zip Code

18 143 08 011
Parcel ID/Property Tax Identification Number

2134
Total Acreage

C3.
Present Use(s)

Auto Sales.

C3.
Present Zoning (Official Zoning Map)

Case # _____

CITY of CLARKSTON
AMENDMENT TO ZONING CONDITIONS APPLICATION

Form # 200-AZC

Proposed Use(s)

PROPERTY OWNER

ABDULKADIR DINE
Owner (Person, Firm, Corporation, or Agency) Company Name

1357 Brockett RD Clarkston GA 30021
Mailing Address Suite/Apt. # City, State Zip Code

404 944 9176
Primary Phone # Alternate Phone # Fax #

Bravoautobrokers@gmail.com.
Email Address

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

Name and Company (Owner's Agent or Attorney)

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

Primary Phone # Alternate Phone # Fax #

Email Address

AUTHORIZATION FOR AGENT (If applicable)

Owner Signature Date

X ABDULKADIR M DINE
Print Name

Subscribed and sworn before me this 30th day of May, 20 25.

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

NOTARY SEAL

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

FOR OFFICE USE/DETERMINATION

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

____ **Amendment to Zoning Conditions** **(Fee) $** _____

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

AMENDMANT STATEMENT

05/29/2025

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

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

Vehicles for sale 10 at a time

Total vehicles repair and sales maximum 25.

Abdulkadir Dine

Owner Manager



CITY OF CLARKSTON
where possibilities grow

RECEIVED
JUN 05 2025
CITY OF CLARKSTON

Disclosure of Campaign Contributions

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

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

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

Yes ☐ No ☒

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

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

ABDULKADIR M DINO

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

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

Description of Campaign Contribution (Please Print)	Dollar Amount
NONE	$00

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

Signature (choose one) Applicant ☑ Owner ☑ Date 6/5/2025

Tomika R. Mitchell — June 5, 2025

Notary Signature — Date and Seal

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

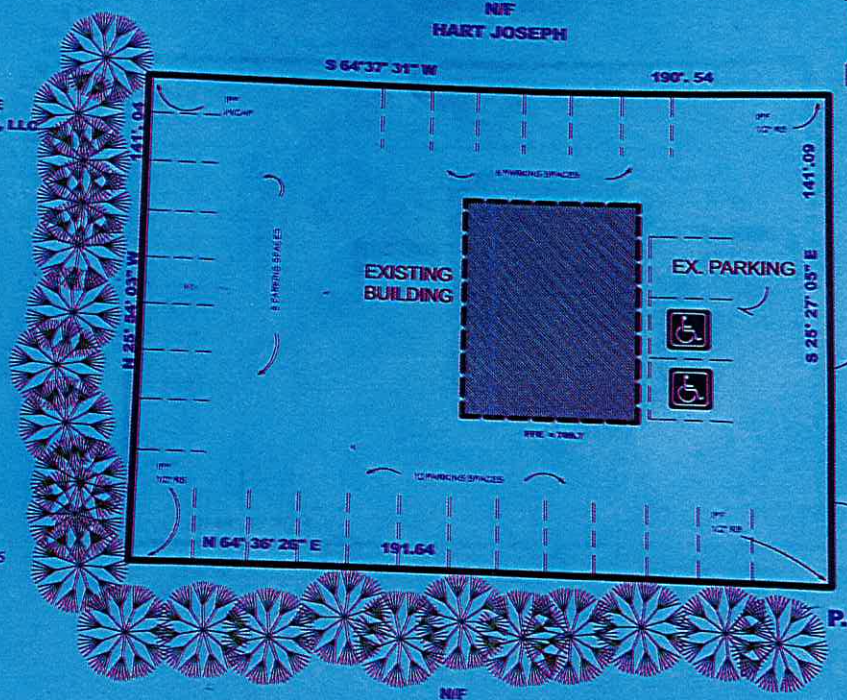
REFERENCES
PARCEL ID # 18-143-08-011
FLOOD NOTE
NO PORTION OF THE SUBJECT PROPERTY SHOWN
HERON LIE WITHIN A FLOOD HAZARD AREA PER F.E.M.A MAP
TOTAL AREA
0.62 ACRES
26,790SQ FT
THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, SUBSURFACE CONDITIONS OR OTHER MATTERS OF TITLE WHICH ARE NOT VISIBLE, NOT RECORDED OR NOT DISCLOSED IN THE TITLE COMMITMENT PROVIDED BY THE OWNER, THE PURCHASER, OR ANY AGENTS THEREOF.
PARKING
TOTAL EX. PARKING 19

TRACT DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 143 OF 18 DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY RIGHT-OF- WAY OF BROCKETT ROAD AND THE SOUTHEASTERLY RIGHT-OF-WAY U.S. HIGHWAY 78 (ALSO KNOWN AS STONE MOUNTAIN FREEWAY); THENCE PROCEEDING IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 341.67 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING. THENCE SOUTH 25 DEGREES 27 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 141.09 FEET TO A POINT; THENCE SOUTH 64 DEGREES 37 MINUTES 31 SECONDS WEST A DISTANCE OF 190.54 FEET TO A POINT; THENCE NORTH 25 DEGREES 54 MINUTES 03 SECONDS WEST FOR A DISTNACE OF 141.04 FEET TO A POINT; THENCE NORTH 64 DEGREES 36 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 191.65 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING. SAID PROPERY CONTAINS 0.62 ACRE. PARCEL ID NUMBER 18 143 08 011. SUBJECT TO ANY EASEMENT OR RESTRICTIONS OF RECORD.

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

TAX DISTRICT 34 A, CLARKSTON ANNEX



ENGINEER:
GEORGE AWUKU, P.E
5341 THOMPSON BRIDGE RD
STE 58
MURRAYVILLE, GA 30564
PHONE: (404) 597 - 6745

GEORGIA REGISTERED PROFESSIONAL ENGINEER GEORGE R. AWUKU

NO.	DESCRIPTION	BY	DATE

SHEET TITLE: SITE PLAN

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

REVISED
2/24/2020
SCALE:
1" = 30'
SHEET:

PAGE 1 OF 1

Shared Parking Agreement

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

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

Owner signature _____ date 3-5-20

Owner's signature _____ date 3-5-2020

Applicants signature _____ date 03/05/2020

STATE OF GEORGIA
COUNTY OF DEKALB

On this 5 day of March, 20 , before me appeared, Abdulkadir Dine.
The person who signed the preceding declaration in my presence and who swore or affirmed that he (he/she) understood the document and freely declared it to be truthful.

_____
NOTARY PUBLIC

NIKITA AIKEN
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES OCTOBER 10, 2022

CITY OF CLARKSTON

CITY COUNCIL MEETING

AGENDA ITEM SUMMARY SHEET

MEETING DATE: August 7, 2025

ITEM NO: 8D&E

MEETING TYPE: Council Meeting

ACTION TYPE: Approval

SUBJECT: To consider a request for a Clemsil Overlay development review for a single-family home at 3637 Lincoln Street (1212 Patricia Davis Drive), applicant: Ben Darmer.

DEPARTMENT: PLANNING & ECONOMIC DEVELOF

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
PAGES: 5

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

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

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

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

Notice Published in DeKalb Champion: 07/17/2025

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

STAFF ANALYSIS AND REPORT

APPLICANT: Ben Darmer

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

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

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

ZONING/ADJACENT LAND USE:

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

MEETING INFORMATION:

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

RECOMMENDATION:

Staff recommends APPROVAL of the request to construct a one-story, single-family home with conditions.

The Planning and Zoning Board recommended approval of this request with staff's conditions.

BACKGROUND:

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

Below are the zoning requirements and the proposed development standards:

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

The submitted site plan meets or exceeds these requirements.

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

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

Recommendation:

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

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

Aerial of the site



Surrounding Architectural Elevations

3644 Lincoln Street



3628 Lincoln Street



3629 Lincoln Street



3620 Lincoln Street



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

Equipment used: Topcon GTS-213 Total Station.

FLOOD HAZARD STATEMENT

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

ZONING INFORMATION:

CLASSIFICATION: NR-3 (CLEMSIL OVERLAY)
SETBACKS: FRONT – 10 FEET
SIDE – 7 FEET
REAR – 15 FEET
MAXIMUM FAR = 0.4
MAXIMUM LOT COVERAGE = 50%
MAXIMUM BUILDING HEIGHT = 35 FEET
MINIMUM LOT SIZE = 5000 sf.
MINIMUM LOT WIDTH = 50 FEET

LOT AREA:

7546 sf.
0.173 ACRES

24 HR CONTACT:

SAMUEL AGUIRRE
JNEHOMESLLC@MGMAIL.COM
(404)771-0523

NO GRADED SLOPE SHALL EXCEED 3H:1V ON ALL DISTURBED AREAS

Ds1 | Ds2 | Ds3 | Ds4

DISTURBED AREA = 7000 sf.
0.161 ACRES

PROPOSED FLOOR AREA:

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

PROPOSED LOT COVERAGE:

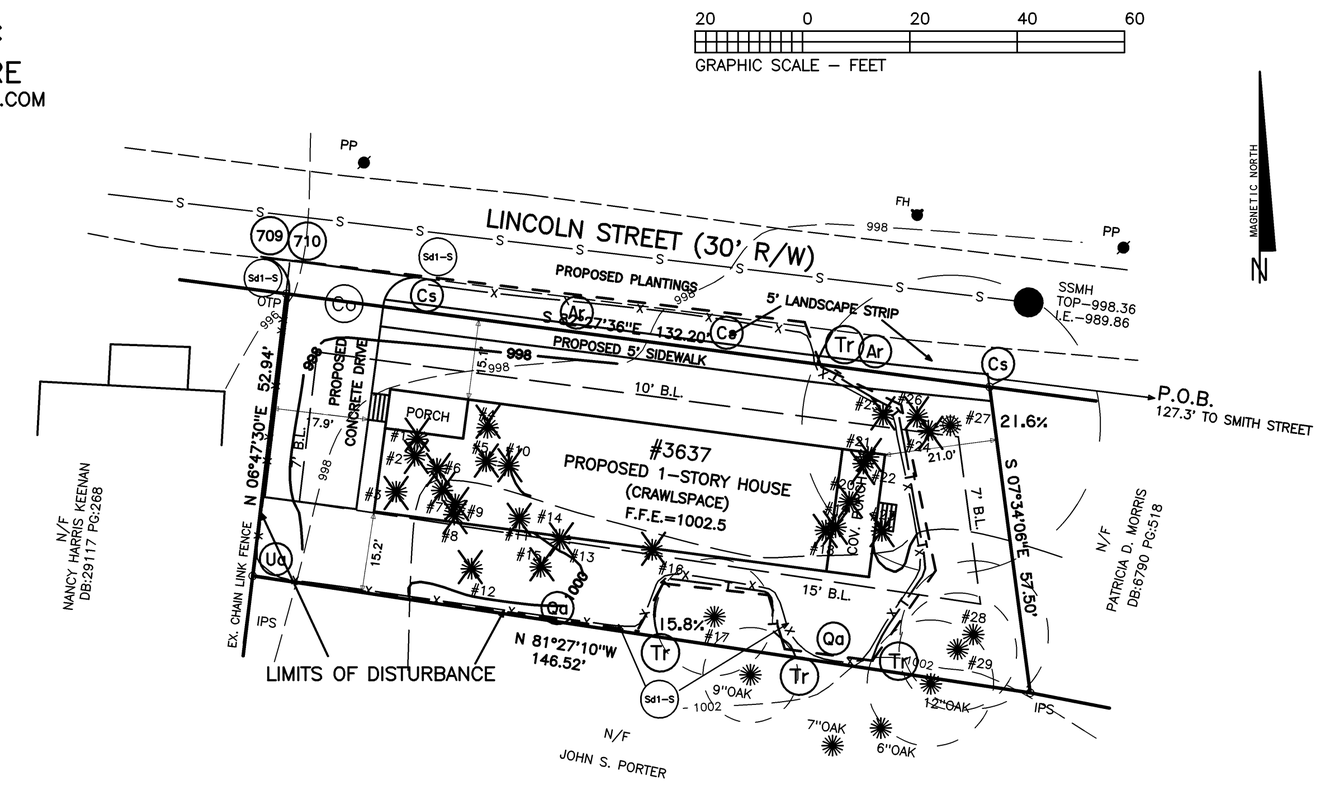
HOUSE = 1848 sf.
DRIVEWAY = 656 sf.
FRONT PORCH = 125 sf.
SIDE PORCH = 201 sf.

TOTAL = 2830 sf.

LOT COVERAGE = 37.5%

LEGEND

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



TREE INVENTORY – TABLE A

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

TREE REQUIREMENTS – TABLE B

1) 25% OF 29 = 8 TREES REQUIRED
4 SAVED; SEE RECOMPENSE
2) 120 x 0.173 = 21" DBH REQUIRED
64" DBH SAVED; REQUIREMENT MET
SURPLUS = 43" DBH
3) TWO TREES REQUIRED IN FRONT YARD
1 SAVED; SEE RECOMPENSE

TREE DATE CHART – TABLE C

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

TREE PLANT SCHEDULE:

(Qa) – 3.5" WHITE OAK (2)
(Ar) – 3.5" RED MAPLE (2) – STREET TREES
(Cs) – 3.5" FLOWERING DOGWOOD (3) – STREET TREES
(Ua) – 3.5" AMERICAN ELM (1)

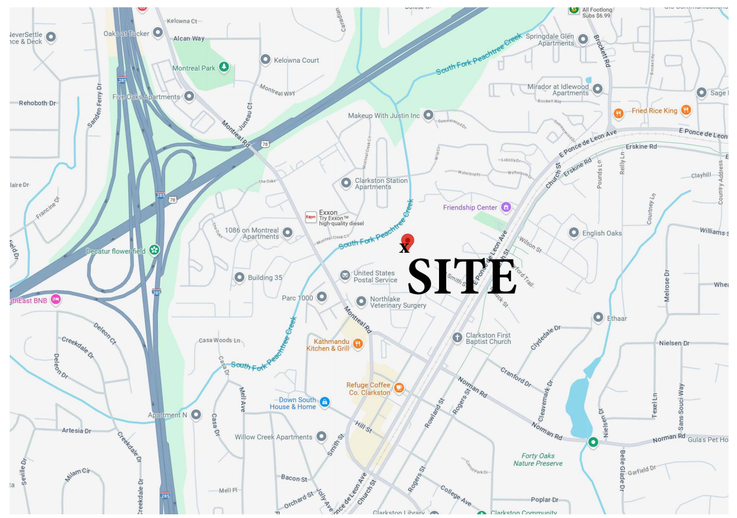
(Tr) – 4' ORANGE TREE SAVE FENCING

(Sd1-S) – TYPE "S" SILT-FENCE

(Co) – CONSTRUCTION EXIT

NO DRAINAGE EASEMENTS ON PROPERTY

PROPERTY IN CLEMSIL OVERLAY DISTRICT



EROSION CONTROL NOTES:

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

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

GEORGIA REGISTERED No. 3419 PROFESSIONAL LAND SURVEYOR ROBERT W RICHARDSON

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

REVISION: 06/17/25
REF. PLAT: PB. ____ P. ____

SITE PLAN FOR:

3637 LINCOLN STREET

TAX PARCEL# 18 119 02 004

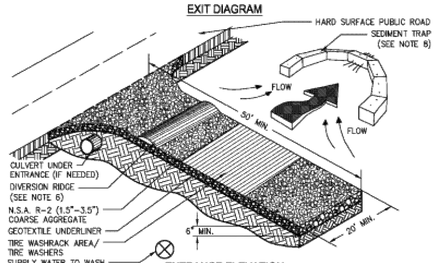
LAND LOT: 119
DISTRICT: 18TH
DEKALB COUNTY
GEORGIA
FIELD DATE: 01/15/25
PLAT DATE: 02/28/25

LOT: ____ BLOCK: ____
SUB: ____
AREA = 0.173 ACRES
JOB No. 25015S1

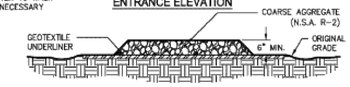
MAINTENANCE
The exit shall be maintained in a condition which will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 1.5-3.5 inch stone, as conditions demand, and repair and/or cleanout of any structures to trap sediment. All materials spilled, dropped, washed, or tracked from vehicles or site onto roadways or into storm drains must be removed immediately.

CRUSHED STONE CONSTRUCTION EXIT

EXIT DIAGRAM



ENTRANCE ELEVATION

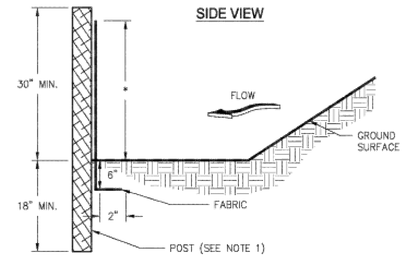


NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
4. GRAVEL PAD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

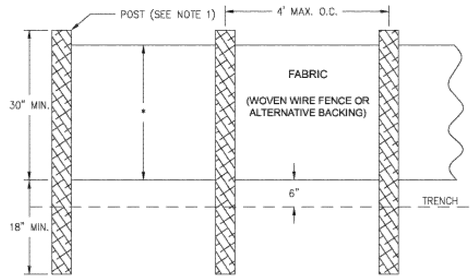
Figure 6-14.1

SILT FENCE Sd1-S (TYPE C)

SIDE VIEW



FRONT VIEW



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

Figure 6-27.2

SPECIES	Broadcast Rates 1/– pls 2/ Per Acre	Broadcast Rates 1/– pls 2/ Per 1000 sq. ft.	Resource Area 3/	Planting Dates by Resource Areas (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates) J F M A M J J A S O N D	Remarks
Ds3					
BAHIA, PENSACOLA (Paspalum notatum) alone or with temporary cover	60 lbs.	1.4 lb.	P C		166,000 seed per pound. Low growing. Sod forming. Slow to establish. Plant with a companion crop. Will spread into bermuda pastures and lawns. Mix with Sericea lespedeza or weeping lovegrass.
with other perennials	30 lbs.	0.7 lb.			
BAHIA, WILMINGTON (Paspalum notatum) alone or with temporary cover	60 lbs.	1.4 lb.	M–L P		Same as above
with other perennials	30 lbs.	0.7 lb.			
BERMUDA, COMMON (Cynodon dactylon) Hulled seed alone	10 lbs.	0.2	lb. P C		1,787,000 seed per pound. Quick cover. Low growing and sod forming. Full sun. Good for athletic fields.
with other perennials	6 lbs.	0.1	lb.		
BERMUDA, COMMON (Cynodon dactylon) unhulled seed	10 lbs.	0.2	lb. P C		Plant with winter annuals.
with temporary cover	6 lbs.	0.1	lb.		Plant with Tall fescue.
with other perennials					
BERMUDA, SPRINGS (Cynodon dactylon)	40 cu. ft. or sod plugs 3' * 3'	0.9 cu.	ft. M–L		A cubic foot contains appoximately 650 sprigs. A bushel contains 1.25 cubic feet or approximately 800 sprigs.
Coastal Common, Midland, or Tift 44			P		Same as above
Coastal, Common, or Tift 44			C		
Tift 78			C		Southern Coastal Plain only
FESCUE, TALL (Festuca arundinacea) alone	50 lbs.	1.1	lb M–L		227,000 seed per pound. Use alone only on better sites. Not for droughty soils. Mix with perennial lespedezas or Crownvetch. Apply topdressing in spring following fall plantings. Not for heavy use areas or athletic fields.
with other perennials	30 lbs.	0.7	lb P		

Species	Broadcast Rates 2/ – PLS 3/ Per Acre	Broadcast Rates 2/ – PLS 3/ Per 1000 sq. ft.	Resource Area 4/	Planting Dates by Resource Areas (Solid lines indicate optimum dates, dotted lines indicate permissible but marginal dates.) J F M A M J J A S O N D	Remarks
Ds2					
MILLET, PEARL (Pennesetum glaucum) alone	50 lbs.	1.1 lb.	M–L P C		88,000 seed per pound. Quick dense cover. May reach 5 feet in height. Not recommended for mixtures.
OATS (Avena sativa) alone	4 bu. (128 lbs.)	2.9 lb.	M–L P C		13,000 seed per pound. Use on productive soils. Not as winterhardy as rye or barley
in mixtures	1 bu. (32 lbs.)	0.7 lb.			
RYE (Secale cereale) alone	3 bu. (168 lbs.)	3.9 lb.	M–L P C		18,000 seed per pound. Quick cover. Drought tolerant and winterhardy
in mixtures	1/2 bu. (28 lbs.)	0.6 lb.			
RYE alone	40 lbs.	0.9 lb.	M–L P C		227,000 seed per pound. Dense cover. Very competitive and is not to be used in mixtures
RYE alone	60 lbs.	1.4 lb.	M–L P C		55,000 seed per pound. Good on droughty sites. Not recommended for mixtures.

PERM. & TEMP. GROUND COVER

Ds1 DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)

MULCHING APPLICATION REQUIREMENTS

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

Ds4

MATERIALS

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

Table 2. Sod Planting Requirements

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

MAINTENANCE

- Re-sod areas where an adequate stand of sod is not obtained.
- New sod should be mowed sparingly. Grass height should not be cut less than 2"-3" or as specified.
- Apply one ton of agricultural lime as indicated
- Bring soil surface to final grade. Clear surface of trash, woody debris, stones and clods larger than 1". Apply sod to soil surfaces only and not frozen surfaces, or gravel type soils.
- Topsoil properly applied will help guarantee a stand. Don't use topsoil recently treated with herbicides or soil sterilants.
- Mix fertilizer into soil surface. Fertilize based on soil tests or Table 1. For fall planting of warm season species, half the fertilizer should be applied at planting and the other half in the spring.
- Agricultural lime should be applied based on soil tests or at a rate of 1-2 tons/acre.
- Lay sod with tight joints and in straight lines. Don't overlap joints. Stagger joints and do not stretch sod.

Table 1. Fertilizer Requirements for Soil Surface Application

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

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

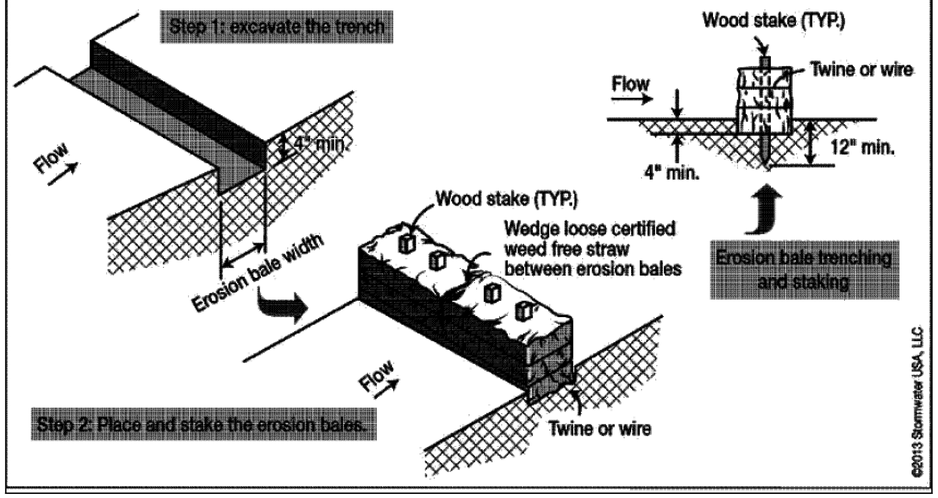
Table 3. Fertilizer Requirements for Sod

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

BMP Detail Series

STRAW BALES DETAIL

NOTE 1. STAKES SHALL BE WOOD AND SHALL BE 2" x 2" NOMINAL.
2. EROSION BALES SHALL BE 18" x 18" x 36".
3. EROSION BALES SHALL BE ENTRENCHED 4 IN. MINIMUM INTO THE SOIL, THIGHTLY ABUTTED WITH NO CAPS, STAKED, AND BACKFILLED AROUND THE ENTIRE OUTSIDE PERIMETER.



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GSWCC GEORGIA SOIL AND WATER CONSERVATION COMMISSION
ROBERT W. RICHARDSON
LEVEL II CERTIFIED DESIGN PROFESSIONAL
CERTIFICATION NUMBER 0000089322
ISSUED: 10/11/2019 EXPIRES 10/11/2025
02/28/25
SIGNATURE DATE

GEORGIA REGISTERED No. 3419 PROFESSIONAL LAND SURVEYOR ROBERT W RICHARDSON

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

NOTES & DETAILS FOR:

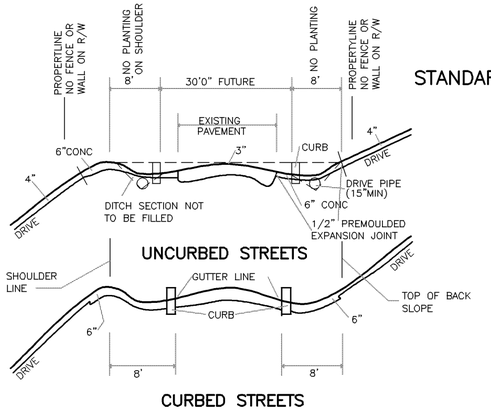
3637 LINCOLN STREET

TAX PARCEL# 18 119 02 004

REVISION: _____

REF. PLAT: PB. _____ P. _____

LAND LOT: 119 LOT: ____ BLOCK: ____
DISTRICT: 18TH SUB: ____
DEKALB COUNTY
GEORGIA
FIELD DATE: 01/15/25 AREA = 0.173 ACRES
PLAT DATE: 02/28/25 JOB No. 25015S2

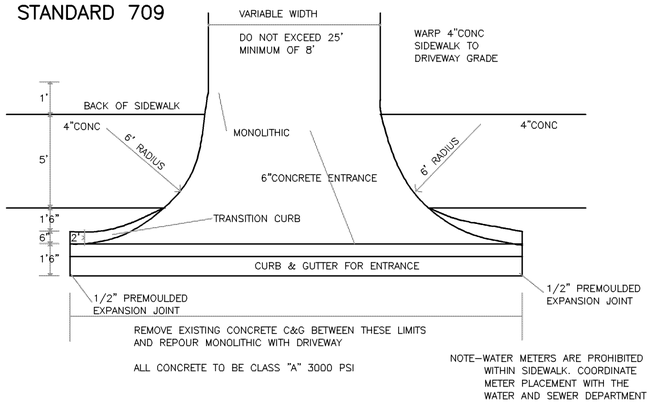


CURBED STREETS

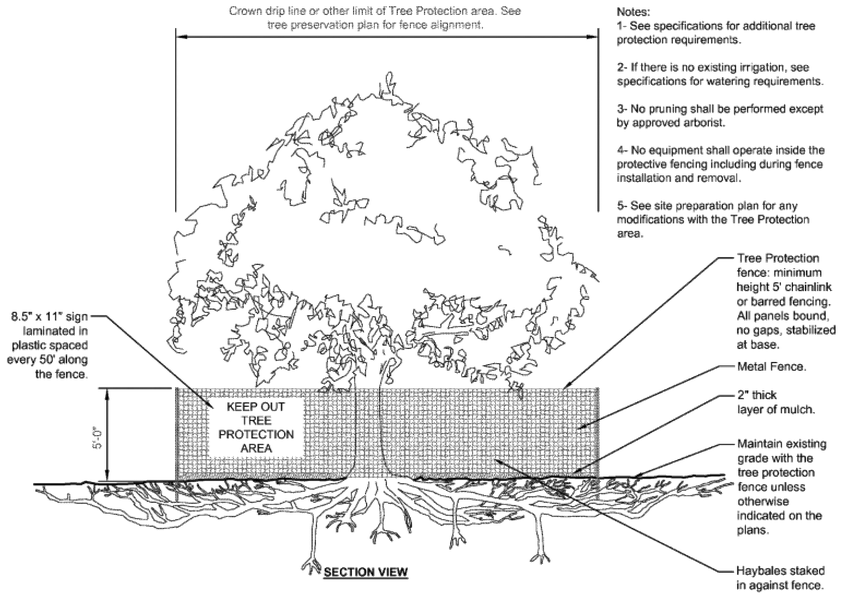
STANDARD 710

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

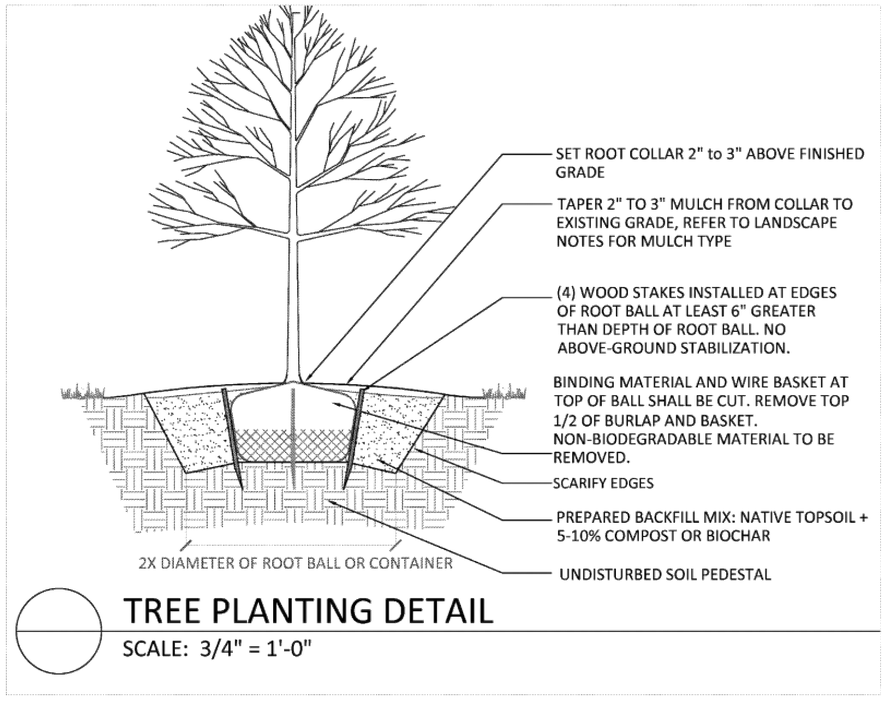
STANDARD 709



NOTE–WATER METERS ARE PROHIBITED WITHIN SIDEWALK. COORDINATE METER PLACEMENT WITH THE WATER AND SEWER DEPARTMENT



S-X TREE PROTECTION



TREE PLANTING DETAIL

SCALE: 3/4" = 1'-0"

GSWCC GEORGIA SOIL AND WATER CONSERVATION COMMISSION
ROBERT W. RICHARDSON
LEVEL II CERTIFIED DESIGN PROFESSIONAL
CERTIFICATION NUMBER 0000089322
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NOTES & DETAILS FOR:

3637 LINCOLN STREET

TAX PARCEL# 18 119 02 004

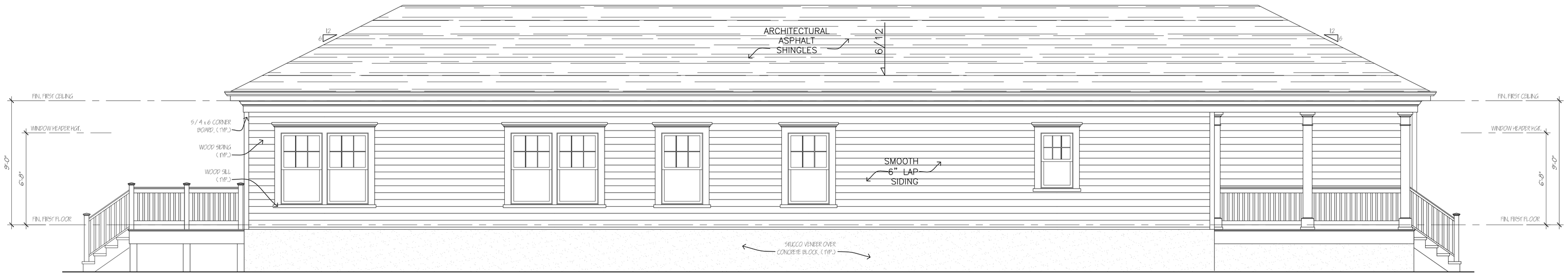
REVISION:

REF. PLAT: PB. P.

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

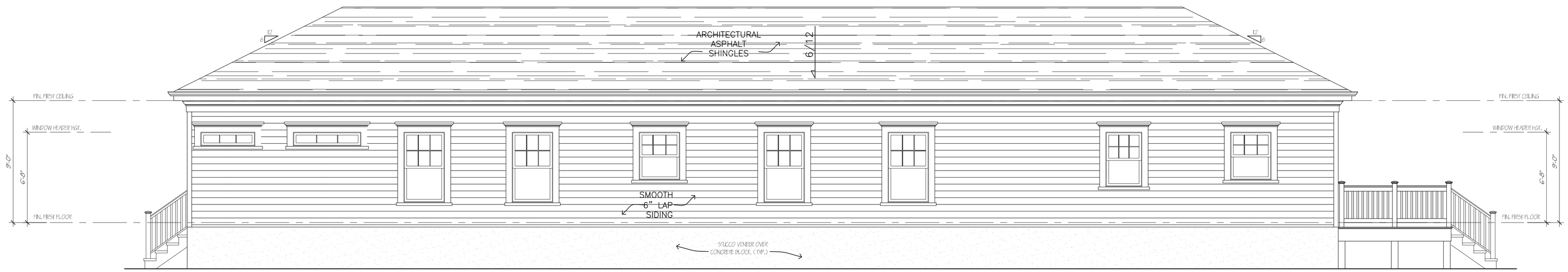
LOT: BLOCK:
SUB:

AREA = 0.173 ACRES
JOB No. 25015S3



1 / A4 PROPOSED FRONT ELEVATION

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



2 / A4 PROPOSED REAR ELEVATION

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

HERITAGE DESIGN BUILD GROUP

Post Office Box 4053
Atlanta, GA 30302
Telephone: 678.531.8170
Facsimile: 000.000.0000

THE AGUIRRE RESIDENCE

3637 LINCOLN STREET
CLARKSTON, GA 30021

☐ Half-Size Plot

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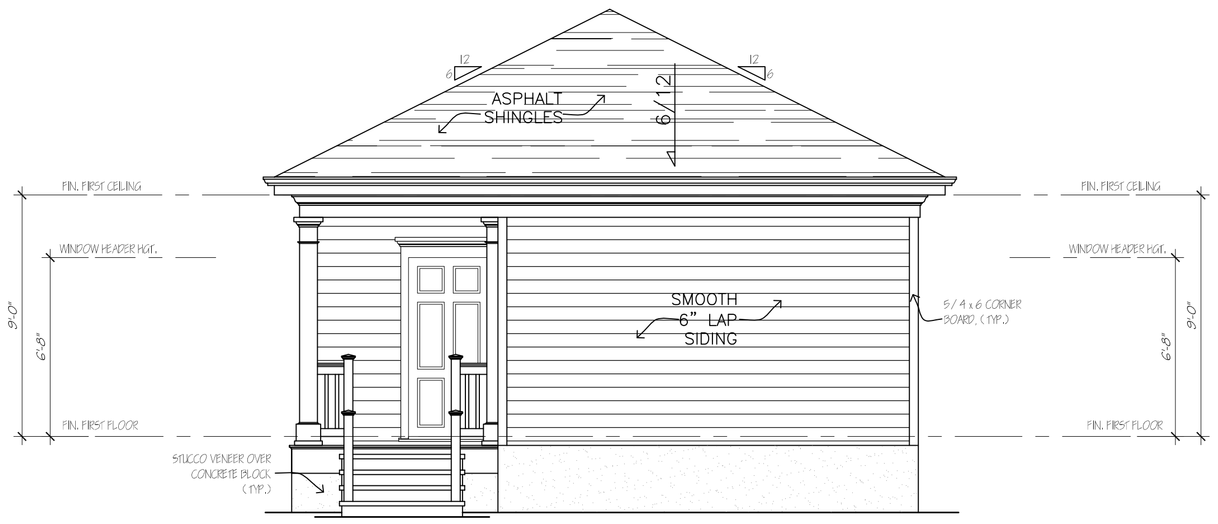
Revisions

Date: 21 MAY 2025
Project #: 2025.01
Drawn By: SJH
Checked By: SJH

PROPOSED FRONT & REAR ELEVATIONS

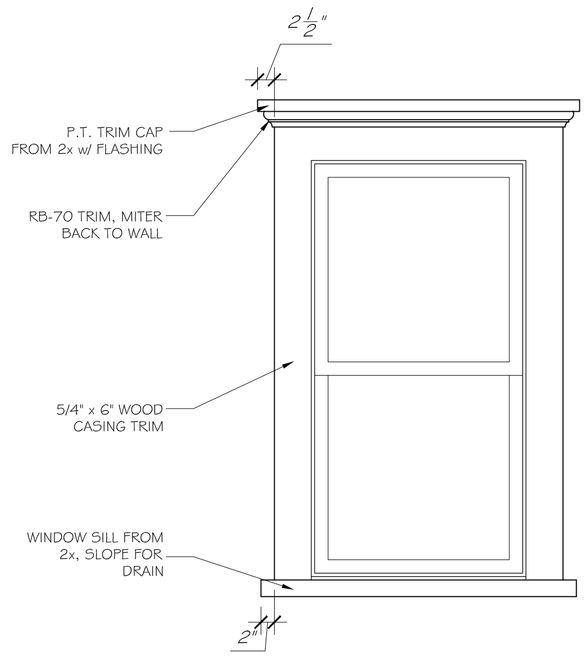
A4

☒ Released for Construction
☐ Not Released for Construction



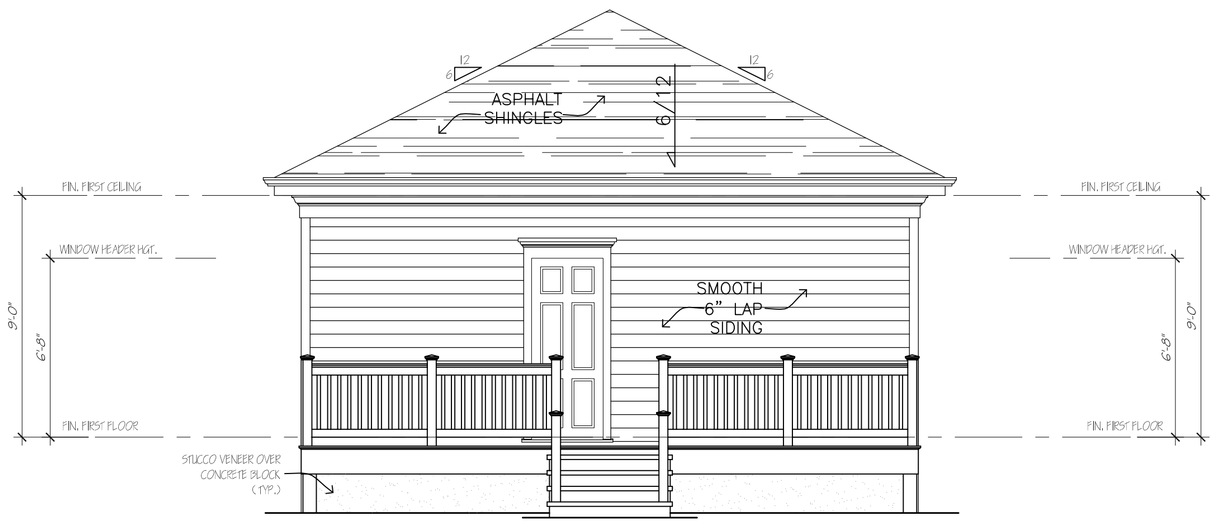
1 A5 PROPOSED RIGHT ELEVATION

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



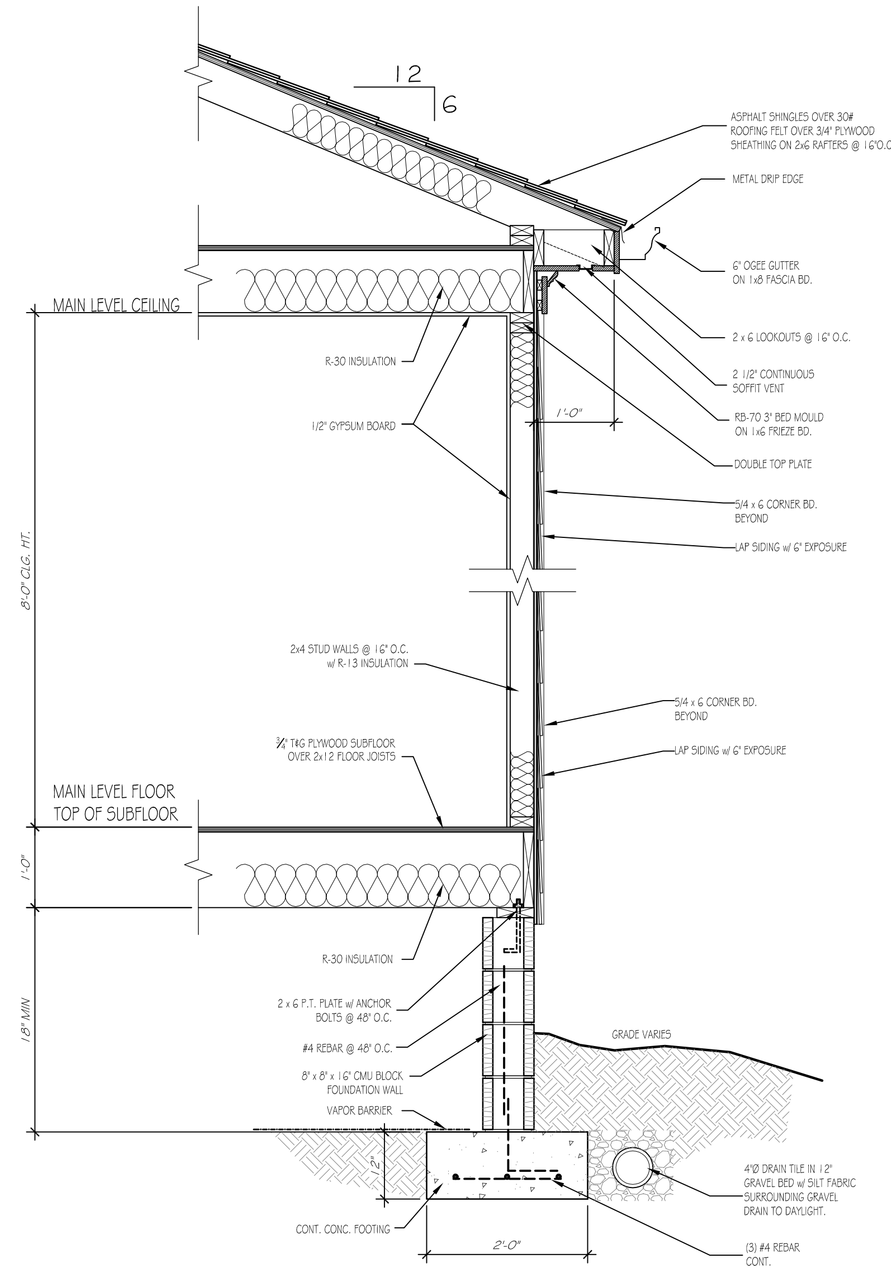
5 A5 TYPICAL WINDOW UNIT

SCALE: 3/4" = 1'-0"



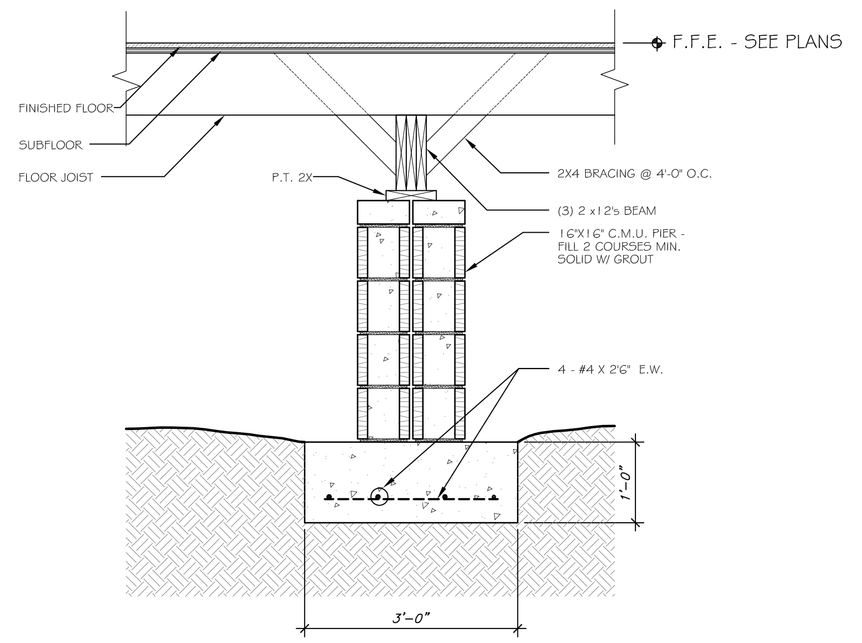
2 A5 PROPOSED LEFT ELEVATION

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



3 A4 TYPICAL WALL SECTION

SCALE: 3/4" = 1'-0"



4 A4 TYPICAL PEIR DETAIL

SCALE: 3/4" = 1'-0"

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PROPOSED LEFT & RIGHT ELEVATIONS AND WALL SECTION

A5

☒ Released for Construction
☐ Not Released for Construction

GENERAL NOTES:

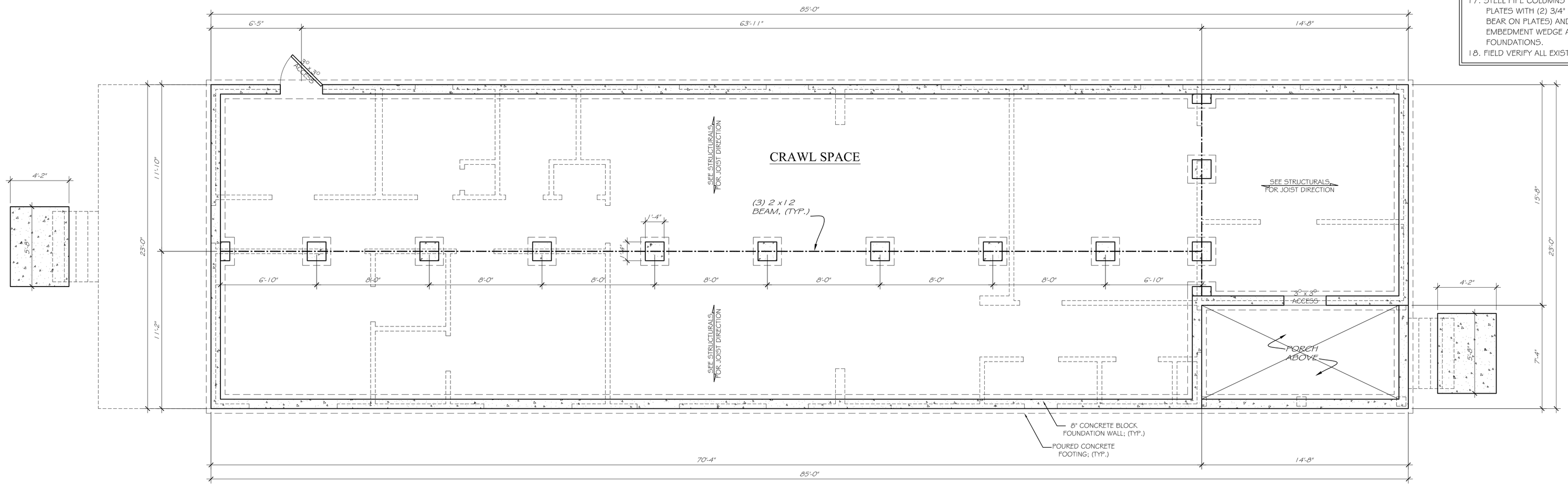
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5. CONTRACTOR SHALL PROVIDE A FLOOR DRAIN IN ANY UTILITY ROOM AND / OR MECHANICAL ROOM. IF ONE IS NOT SHOWN ON THE PLANS ASSUME ONE TO BE LOCATED IN THESE AREAS.

WALL LEGEND

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

GENERAL CONSTRUCTION NOTES:

1. ALL CONCRETE TO BE 3000 PSI NORMAL WEIGHT.
2. ALL REINFORCING TO BE GRADE 60.
3. ALL STRUCTURAL STEEL A-36
4. ALL 2x WOOD JOIST TO BE #2 SOUTHERN PINE.
5. ALL LOAD BEARING WOOD STUDS ARE TO BE #2 SPF.
6. MICRO-LAM TO HAVE Fb=2800 PSI MINIMUM.
7. GLUE-LAM TO HAVE Fb=2400 PSI MINIMUM.
8. ALL WOOD BEAMS TO BEAR ON MULTIPLE STUDS. SAME NUMBER OF STUDS AS NUMBER OF PLIES OF BEAM, UNLESS GREATER NUMBER NOTED ON PLANS. PROVIDE ADDITIONAL FULL HEIGHT STUD ADJACENT TO OPENING. CONTINUE MULTIPLE STUDS DOWN TO FOUNDATION, WITH SOLID BLOCKING AT FLOORS.
9. PROVIDE 6" MIN. 1/2" DIA. ANCHOR BOLTS TO ALL CONTINUOUS PLATES @ LOAD BEARING WALLS, AT 48" O.C. MAX UNLESS NOTED AS CLOSER ON SECTIONS.
10. NAIL MULTIPLE PLY BEAMS W/ 2 ROWS 16d NAILS @ 12" O.C. TOP AND BOTTOM.
11. ALL EXTERIOR WALLS ARE LOAD BEARING
12. ALL HEADERS ARE TO BE 2x10's DOUBLE AND LOCATED AT CEILING HEIGHTS W/ KING & JACK STUDS AT EACH END, UNLESS OTHERWISE NOTED ON PLANS. INSTALL BLOCKING WHERE SPANS ARE OVER 8'.
13. PROVIDE 2- 2x10 BLOCKING CONTINUOUS BETWEEN JOISTS UNDER WALLS AND ABOVE FLOORS, UNLESS NOTED OTHERWISE ON PLANS.
14. LOAD BEARING WALL STUDS TO BE AS FOLLOWED:
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16. DESIGN SOIL BEARING PRESSURE = 2000 PSF (MIN) - TO BE VERIFIED IN FIELD UPON EXCAVATION
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18. FIELD VERIFY ALL EXISTING CONDITIONS SHOWN.



1 / A1 PROPOSED FOUNDATION PLAN

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

HERITAGE DESIGN BUILD GROUP

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THE AGUIRRE RESIDENCE

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☐ Half-Size Plot

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Revisions

Date: 21 MAY 2025
Project #: 2025.01
Drawn By: SJH
Checked By: SJH

PROPOSED FOUNDATION PLAN

A1

☒ Released for Construction
☐ Not Released for Construction

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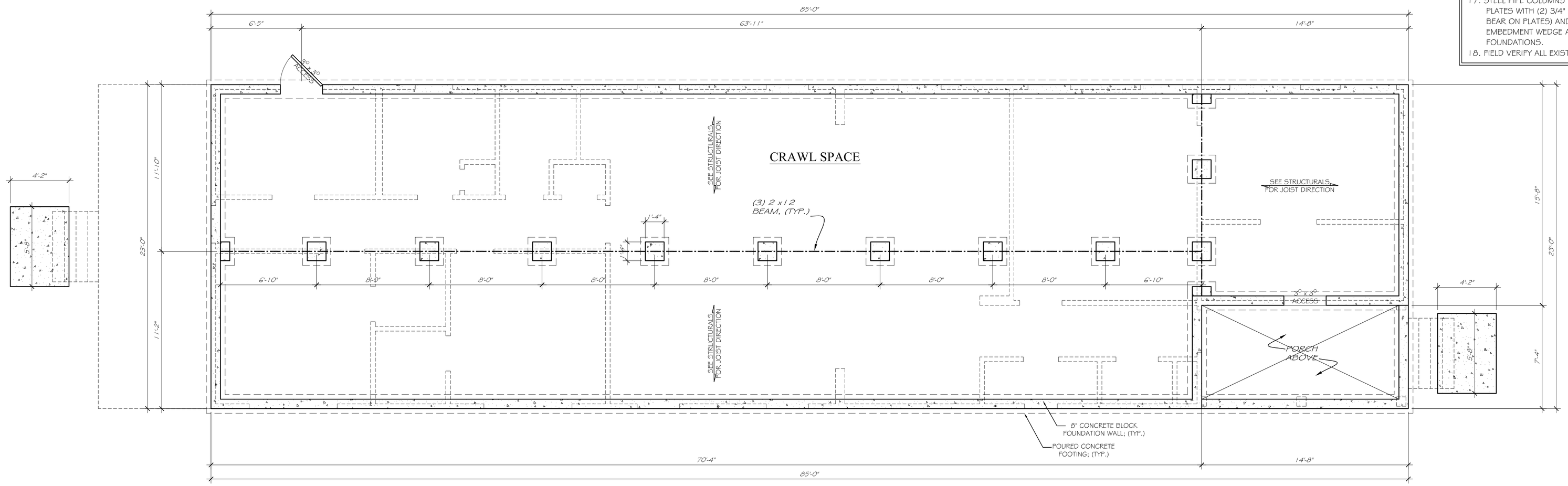
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- 2x6 STUD WALL
- POURED CONCRETE WALLS
- BRICK VENEER

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18. FIELD VERIFY ALL EXISTING CONDITIONS SHOWN.



1 / A1 PROPOSED FOUNDATION PLAN

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

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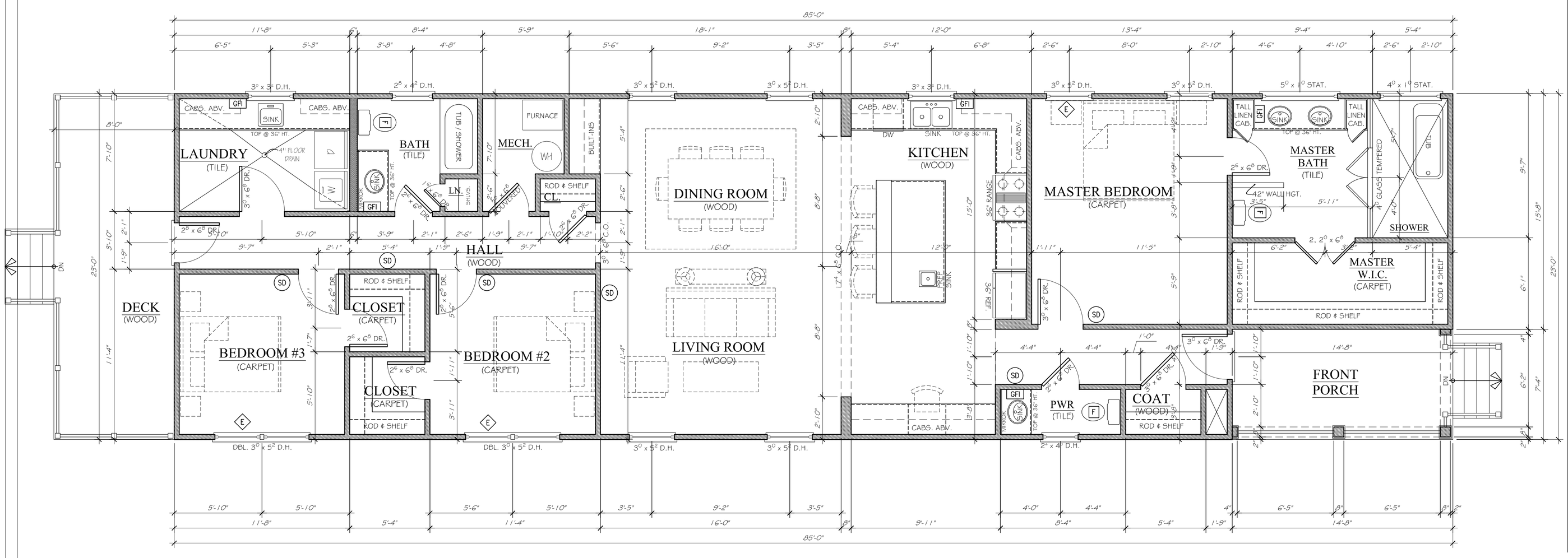
Revisions

Date: 21 MAY 2025
Project #: 2025.01
Drawn By: SJH
Checked By: SJH

PROPOSED FOUNDATION PLAN

A1

☒ Released for Construction
☐ Not Released for Construction



1 / A2 PROPOSED MAIN FLOOR PLAN

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

GENERAL NOTES:

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GENERAL CONSTRUCTION NOTES:

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2. ALL REINFORCING TO BE GRADE 60.
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18. FIELD VERIFY ALL EXISTING CONDITIONS SHOWN.

LIFE SAFETY CODE LEGEND

- (E) EGRESS WINDOW – CLEAR OPENING: MIN. AREA 5.7 SF, MIN HEIGHT 24", MIN. WIDTH 20". MIN. SILL HEIGHT = 44" A.F.F.
- (SD) SMOKE/CARBON DIOXIDE DETECTOR – HARD WIRED
- [F] EXHAUST FAN REQUIRED
- [GFI] GROUND FAULT INTERRUPT REQUIRED
- [AFI] ARC FAULT INTERRUPT REQUIRED

SQUARE FOOTAGE

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

WALL LEGEND

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- 2x6 STUD WALL
- POURED CONCRETE WALLS
- STONE VENEER

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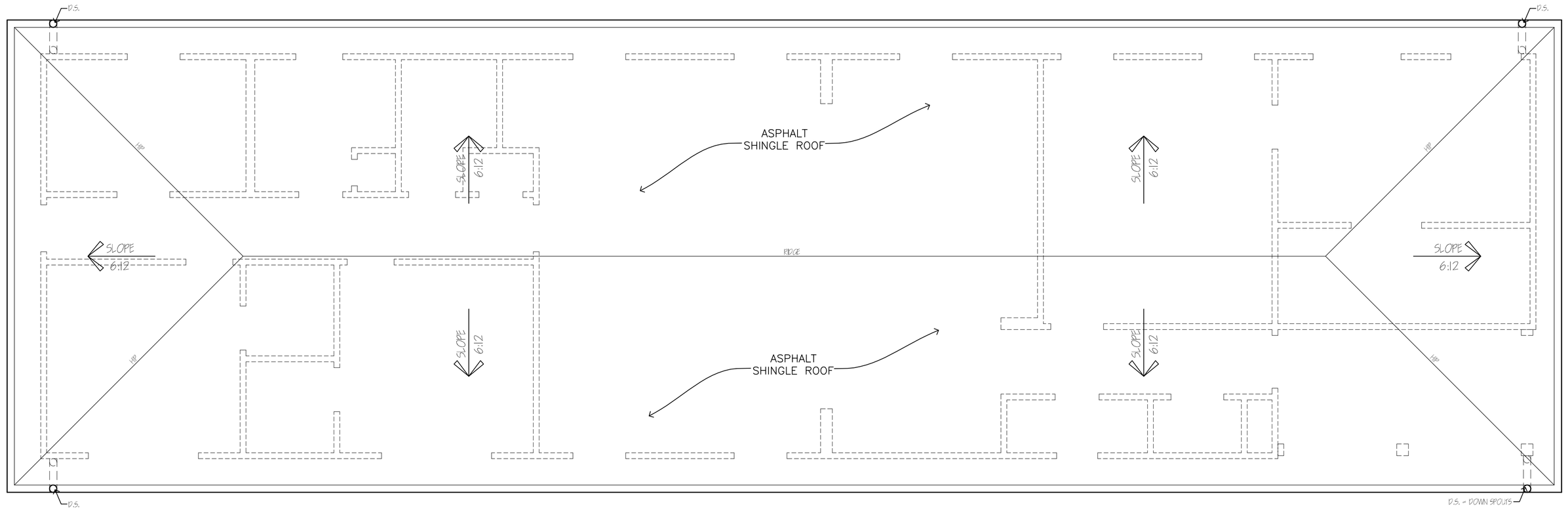
Revisions

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PROPOSED MAIN FLOOR PLAN

A2

☒ Released for Construction
☐ Not Released for Construction



1 / A3 PROPOSED ROOF PLAN

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

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

GENERAL ROOF NOTES:

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

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3.) Plans indicate locations only, engineering aspects should incorporate actual site conditions. Caution must be exercised in making any modifications to this plan. If changes are necessary, contact HERITAGE DESIGN BUILD GROUP.

HERITAGE DESIGN BUILD GROUP shall protect its rights and be reimbursed for all legal and court costs, etc., for any necessary protection of the drawings. Submission of these drawings to any public body for any use does not release in any way the copyright and ownership of the drawings provisions listed herein.

Only a qualified architect, designer, contractor or structural engineer should attempt modifications, as even minor changes could lead to major problems.

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Print Record

Revisions

Date: 21 MAY 2025
Project #: 2025.01
Drawn By: SJH
Checked By: SJH

PROPOSED ROOF PLAN

A3

☒ Released for Construction
☐ Not Released for Construction

CITY OF CLARKSTON

CITY COUNCIL MEETING

AGENDA ITEM SUMMARY SHEET

MEETING DATE: August 7, 2025

ITEM NO: 68F&G

MEETING TYPE: Council Meeting

ACTION TYPE: Approval

SUBJECT: To consider a request for variances from Section 305 to reduce minimum lot widths and Sec. 540(a) to not require a 5' sidewalk at 911, 917, 929, and 935 Mell Avenue, applicant: Megha Joshi – Altair Homes ATL, LLC.

DEPARTMENT: PLANNING & ECONOMIC DEVELOPMENT

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
PAGES: 5

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

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

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

RECOMMENDATION: Staff is recommending denial of both variance requests.

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

Notice Published in DeKalb Champion: 07/17/2025

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

STAFF ANALYSIS AND REPORT

APPLICANT: Megha Joshi – Altair Homes ATL, LLC

LOCATION: 911, 917, 929, and 935 Mell Avenue
(Parcel ID: 18 097 10 047, 046, 059, and 050)

ZONING: NR-3: High Density Neighborhood Residential

REQUEST: Variance request from Sec. 305 of the Zoning Code to reduce the minimum lot width from 50' to 36' for 10 lots and 30' for 3 lots and a variance request from Sec. 540(a) to not require a 5' sidewalk along a local street.

ZONING/ADJACENT LAND USE:

North	NR-3: Single-family Residential
South	NC-1: Vacant Commercial Building
West	NR-1: Single-family Residential
East	NR-3: Single-family Residential

MEETING INFORMATION:

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

RECOMMENDATION:

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

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

BACKGROUND:

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

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

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

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

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

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

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

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

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

1. **Would the conditional use be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood?**
   There are not any extraordinary nor exceptional conditions to the particular property in question due to its size, shape, or topography. The lot lengths are deeper than most lots in the city but they would not be considered extraordinary or exceptional.

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

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

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

5. **Relief, if granted, would not cause substantial detriment to the public good nor impair the purposes or intent of the zoning ordinance.**
   It is not anticipated that the proposed use would cause detriment to the public good. However, this request does not fall within the intent of the zoning ordinance but these properties could be used for higher density townhomes. These properties abut high density residential (NR-3) zoned lots and commercially zoned lots so a higher density may be appropriate here.

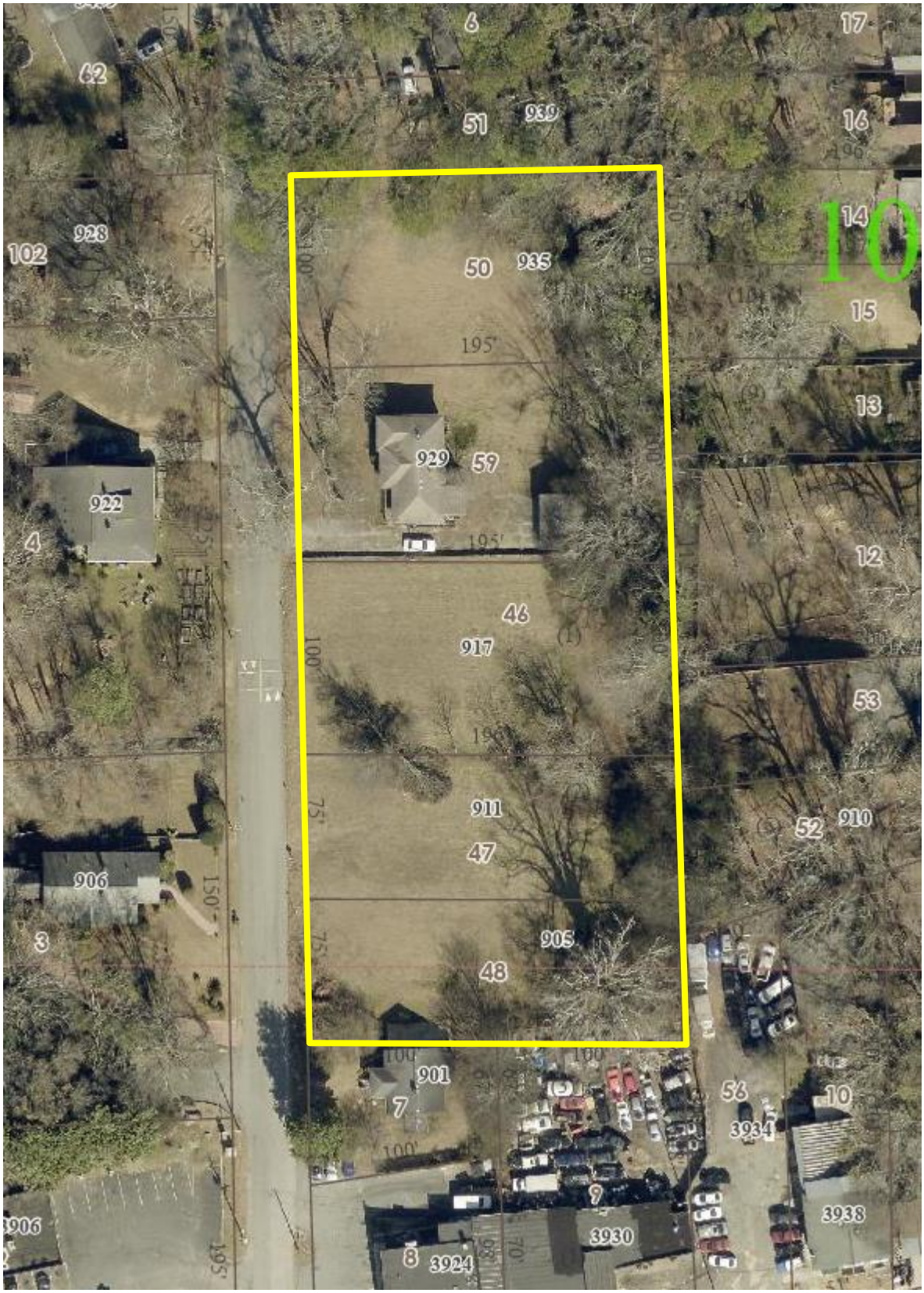
Recommendation:

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

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

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

Aerial of the site



CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

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

SUBMITTAL CHECKLIST

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

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

FOR OFFICE USE/DETERMINATION

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

____ Variance _____ (Fee) _____

Please indicate if this is an Administrative Variance

APPLICANT INFORMATION

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

PROJECT SUMMARY

Clarkston Row — Name of Project

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

Minimum Lot Width reduced from 50' to 25'

Remove sidewalk requirements to have no sidewalk

Driveway width to be reduced to 12' wide driveway

CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

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

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

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

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

Applicant Signature — Date: 5/8/2025

☐ Property Owner ☐ Owner's Agent

CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

PROPERTY INFORMATION/OWNER AUTHORIZATION

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

PARCEL (PROPERTY) INFORMATION

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

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

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

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

PROPERTY OWNER

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

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

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

AUTHORIZATION FOR AGENT (If applicable)

Owner Signature Date

Print Name

Subscribed and sworn before me this _____

NOTARY SEAL

Case #: _____

ALTAIR
DEVELOPMENTS

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

Date: May 20th 2025

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

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

To Whom It May Concern,

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

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

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

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

ALTAIR
DEVELOPMENTS

Variance Requests & Hardships

1. **Minimum Lot Width Reduction**

    - **Request**: Reduce required lot width from 50’ to **36’ for 10 lots** and **30’ for 3 lots**.

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

2. **Sidewalk Requirement Removal**

    - **Request**: Waive the requirement for sidewalks within the private interior of the development.

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

    -

ALTAIR
DEVELOPMENTS

Our Vision for Clarkston

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

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

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

Sincerely,
Megha Ramani Joshi
Managing Partner
Altair Homes ATL LLC

Altair Developements

Symbols & Abbreviations

- IRON PIN FOUND
- IRON PIN SET
- P.K. NAIL FOUND
- P.K. NAIL SET
- FND X MARK / SCRIBE
- SET X MARK / SCRIBE
- R.R. SPIKE FOUND
- R.R. SPIKE SET
- BENCHMARK
- R/W CONC. R/W MARKER
- (R) RECORD DATA
- (M) MEASURED DATA
- (C) CALCULATED DATA
- R/W RIGHT OF WAY
- BSL BLDG SETBACK LINE
- RCP REINFORCED CONC PIPE
- CMP CORRUGATED METAL PIPE
- PVC PLASTIC PIPE
- MTL METAL
- L/S LANDSCAPING
- TREE
- EXCEPTIONS
- IPS IRON PIN SET
- RBF REBAR FOUND
- CTP CRIMP TOP PIPE
- OTP OPEN TOP PIPE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- T.B.M. TEMPORARY BENCH MARK

- PP POWERPOLE
- GUY WIRE
- LP LIGHT POLE
- STREET LIGHT POLE
- ELEC. TRANSFORMER
- AC AIR CONDITIONER
- BE BURIED ELECTRIC
- OHE OVERHEAD ELECTRIC
- UGE UNDERGROUND ELECTRIC
- E ELEC. MANHOLE
- E ELECTRIC METER
- W WATER LINE
- W WATER MANHOLE
- WV WATER VALVE
- WM WATER METER
- FIRE HYDRANT
- BFP BACK FLOW PREVENTOR
- GV GAS VALVE
- GM GAS METER
- G GAS MANHOLE
- G GAS LINE
- B.H BORE HOLE
- MW MONITORING WELL
- MB MAIL BOX
- U UNKNOWN MANHOLE
- P POWER BOX
- FENCE LINE
- SW SIDEWALK
- TV TRAVERSE POINT
- A PIPE LINE A

- SS SANITARY SEWER PIPING
- S SEWER MANHOLE
- CO CLEAN OUT
- SD STORM DRAIN PIPING
- D STORM DRAIN MANHOLE
- SI STORM INLET
- CURB INLET
- DROP INLET
- A PAY PHONE
- T TELEPHONE BOX
- T TELEPHONE MANHOLE
- TP TELEPHONE POLE
- UGT UNDERGROUND TELEPHONE LINE
- O/H T OVERHEAD TELEPHONE LINE
- C CABLE TELEVISION LINE
- O/H C OVERHEAD CABLE
- C CABLE BOX
- TS TRAFFIC POLES
- TRAFFIC SIGNAL
- L TRAFFIC MANHOLE
- TS TRAFFIC SIGNAL BOX
- STOP STOP SIGN
- SIGN
- BOLLARD
- BC/BOC BACK OF CURB
- EP EDGE OF PAVEMENT
- EC EDGE OF CONCRETE
- P PROPERTY LINE
- D.E. DRAINAGE EASEMENT
- L.E. LANDSCAPE EASEMENT
- S.S.E. SANITARY SEWER ESMT

Field Observation Notes

1. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS CLASSIFIED AS A "BOUNDARY SURVEY". AND COMPLETED ON 06/11/2018 UTILIZING A TOPCON GS ROBOTIC TOTAL STATION AND/OR A TOPCON HIPER V GPS NETWORK RTK (REAL TIME KINEMETIC) ROVER, CORRECTED IN REAL-TIME VIA THE eGPS GPS NETWORK.
2. THE FIELD DATA UPON WHICH THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED EXCEEDS THE 95% CONFIDENCE LEVEL AND EXCEEDS THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL ACCURACY, AS SET FORTH BY THE ALTA/NSPS STANDARDS, SPECIFICATION AND REQUIREMENTS OF 0.07+50 PPM.
3. THE FIELD CLOSURE UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 58,950 FEET, AND WAS NOT ADJUSTED.
4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS13089C0086J, CONTAINING A LATEST DATE OF 05/16/2013. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THE SITE ON SAID FIRM (FEDERAL INSURANCE RATE MAP) MAP UNLESS OTHERWISE NOTED.

Map or Plat Certification

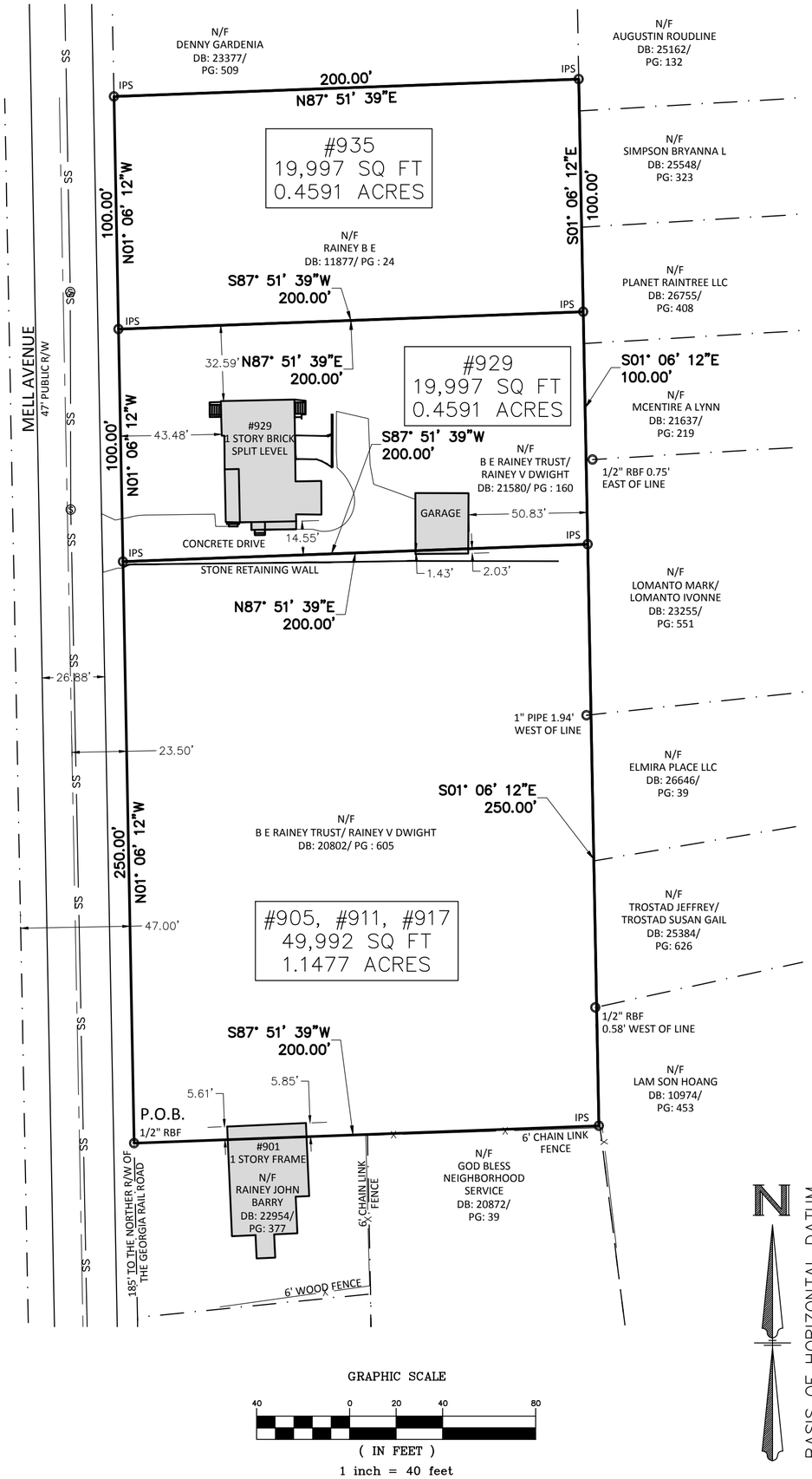
This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION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

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

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

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

GEORGIA REGISTERED NO. RLS 2136 PROFESSIONAL LAND SURVEYOR SEATON G. SHEPHERD, JR.



GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

N

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

Map or Plat Closure Statement & Notes

1. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 600,050 FEET.
2. ALL DISTANCES SHOWN HEREIN ARE HORIZONTAL, GROUND DISTANCES.
3. UNLESS OTHERWISE NOTED ON THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED, ALL PROPERTY CORNERS IDENTIFIED AS SET, ARE SET WITH A 1/2"REBAR (#4-REBAR) BEARING A PLASTIC CAP STAMPED WITH THE SURVEYORS REGISTRATION / LICENSE NUMBER.
4. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A HORIZONTAL DATUM OF GEORGIA STATE PLANES, WEST ZONE NAD83.
5. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSON(S) OR ENTITY NAMED WITHIN TITLE BLOCK AND/OR SURVEYORS CERTIFICATION. SURVEYOR MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION SHOWN HEREIN, EXTENDED BEYOND THOSE NAMED DIRECTLY.
6. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. ITEMS PERTAINING TO TITLE SUCH AS EASEMENTS, ZONING, ZONING CONDITIONS AND OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD HOWEVER MAY NOT BE SHOWN OR DEPICTED HEREIN.

Utility Notes

1. THE UTILITIES SHOWN HEREIN ARE BASED ON VISIBLE OBSERVATIONS
2. THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND OR ABOVE GROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. UNDERGROUND UTILITIES OBSERVED OR LOCATED MAY EXIST ON THIS SITE THAT ARE NOT SHOWN OR DEPICTED, AND MAY BE FOUND UPON FURTHER EXAMINATION OR EXCAVATION. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN OR DEPICTED ARE IN THE EXACT LOCATION AS INDICATED HOWEVER THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE AND TO THE BEST OF THE SURVEYORS ABILITY.
3. AT VARIOUS SANITARY OR STORM SEWER STRUCTURES SHOWN HEREIN, THERE MAY BE ADDITIONAL LINES (PUBLIC OR PRIVATE) ENTERING OR EXISTING THE STRUCTURE THAT MAY NOT BE IDENTIFIED.

GEORGIA811 Utilities Protection Center, Inc.
1-800-282-7411
Know what's below. Call before you dig.

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

GRANT SHEPHERD & ASSOCIATES, INC
Construction Layout • GPS Modeling
Land Surveying • Site Development
735 LONGLEAF BOULEVARD, SUITE A LAWRENCEVILLE, GA 30046
PHONE: 770.418.9823 FAX: 770.418.9289
www.gsasurveying.com
COA/LSF 000459

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Survey For Denise Rainey Orr and B. Dwight Rainey, Trustees of the B.E. Rainey Trust

#905, #911, #917, #929, & #935 Mell Avenue, Clarkston, GA 30021
Lots: 4, 5, 6, 7, 8, 9, 10, 11, 12 of the Jolly Station Subdivision,
Plat Book 2 Page 78
Land Lot(s) 97 & 66 of the 18 Land District
Dekalb County

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

Sheet / Drawing Scale
1" = 40'
Unless Otherwise Noted

GSA Project No.
18-05-470

Drawn By / Field Crew
MRS
Crew No. 1
6/11/2018

Sheet No. 01 OF 01

SURVEYOR'S CERTIFICATE

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

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

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

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

FIELD OBSERVATION NOTES:

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

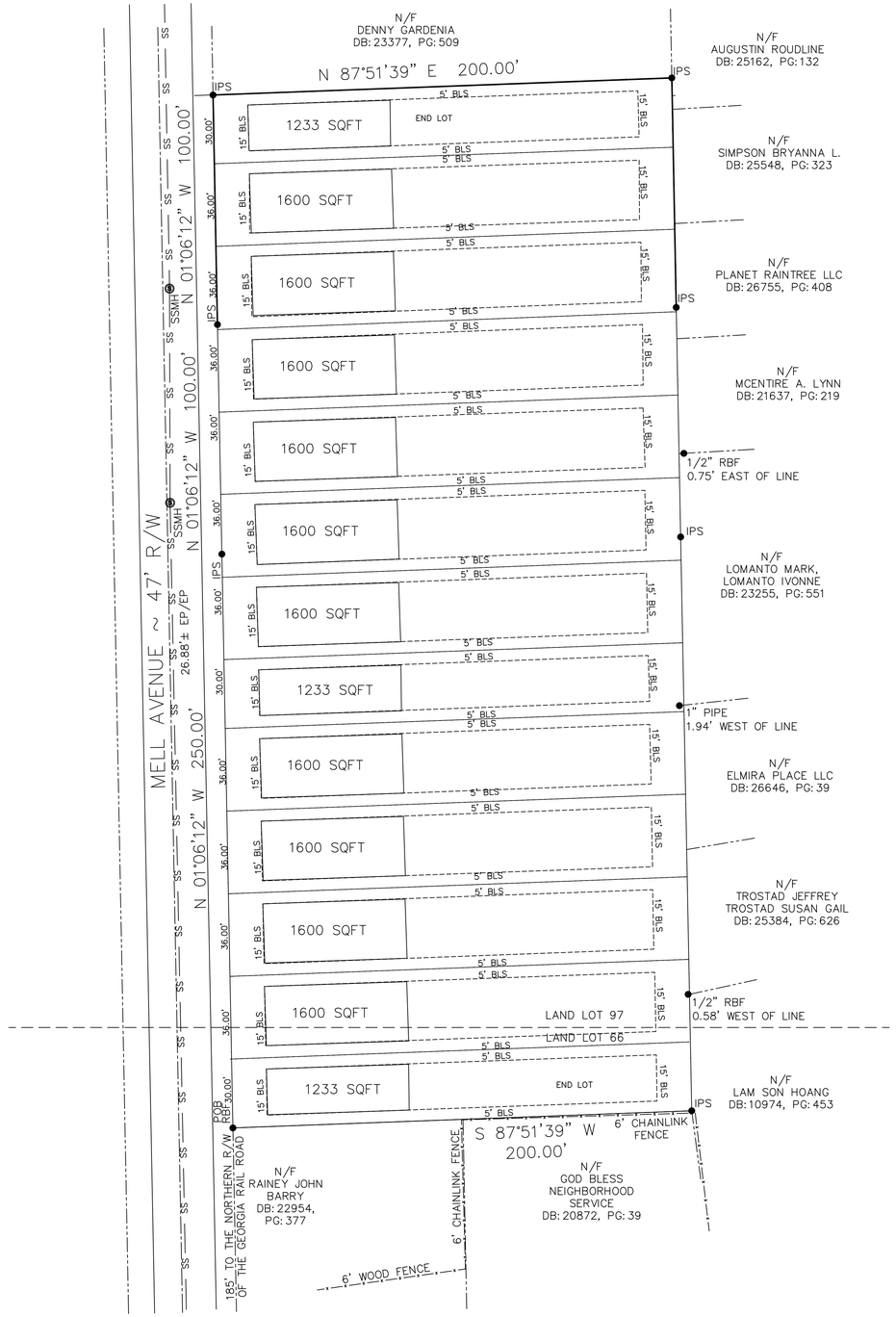
2. THE FIELD DATA UPON WHICH THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED EXCEEDS THE 95% CONFIDENCE LEVEL AND EXCEEDS THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL ACCURACY, AS SET FORTH BY THE ALTA/NSPS STANDARDS, SPECIFICATION AND REQUIREMENTS OF 0.07+50 PPM.

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

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

* L E G E N D *
NOTE: ALL ITEMS IN THIS LEGEND MAY NOT APPEAR ON THIS PLAT.

AKA ALSO KNOWN AS	N/F NOW OR FORMERLY
APD AS PER DEED	NAIL NAIL FOUND
APP AS PER PLAT	P PLAT (BOOK/PAGE)
BSL BUILDING (SETBACK) LINE	POB POINT OF BEGINNING
CP COMPUTED POINT	POC POINT OF COMMENCEMENT
CTP CRIMP TOP PIPE FOUND	R RADIUS LENGTH
OTP OPEN TOP PIPE FOUND	R/W RIGHT-OF-WAY
D DEED (BOOK/PAGE)	RBF REINFORCING BAR FOUND (1/2" UNO)
DW DRIVEWAY	RBS 1/2" REINFORCING BAR SET
EP EDGE OF PAVEMENT	SW SIDEWALK
FFE FINISH FLOOR ELEVATION	SSE SANITARY SEWER EASEMENT
FKA FORMERLY KNOWN AS	SSCO SANITARY SEWER CLEANOUT
IPF IRON PIN FOUND	SSMH SANITARY SEWER MANHOLE
L ARC LENGTH	-X- FENCE LINE
LL LAND LOT	CB CATCH BASIN
LLL LAND LOT LINE	SWCB STORM WATER CATCH BASIN
N NEIGHBOR'S	WALL



MAGNETIC N

MAP OR PLAT CLOSURE STATEMENT & NOTES:

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

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

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

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

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

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

UTILITY NOTES:

1. THE UTILITIES SHOWN HEREIN ARE BASED ON VISIBLE OBSERVATIONS

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

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

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

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

LAND AREA:
89,985 SF
2.066 AC

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

0 30
SCALE 1" = 30'

PLAT PREPARED FOR:
905, 911, 917, 929,& 935
MELL AVENUE

LOT 4,5,6,7,8,9,10,11,12 JOLLY STATION SUBDIVISION		
LAND LOT 97 & 66 18th DISTRICT		BY:
DeKALB COUNTY, GEORGIA	FIELD DATE: 04-XX-2025	XX
CITY OF	DRAWN DATE: 04-10-2025	AE
REFERENCE: PLAT BOOK 2, PAGE 78 REFERENCE: DEED BOOK XXXXX, PAGE XXX	ALL MATTERS OF TITLE ARE EXCEPTED. NOT TO BE RECORDED NOR USED TO CONVEY PROPERTY.	

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

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

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

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

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

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

DESIGN LOADS:

- Ultimate design wind speed: 115 mph, Exposure Category: B
- Seismic Design Category A
- Floor: 40 psf. live, 15 psf. dead — Roof: 30 psf. live, 10 psf. dead — Ceiling: 10 psf. live, 5 psf. dead
- Soil bearing Capacity - 1500 psf.
- Live loads, dead loads, wind loads, snow loads, lateral loads, seismic zoning and any specialty loading conditions will need to be confirmed before construction and adjustments to plans made accordingly. See your local building officials for verification of your specific load data, zoning restrictions and site conditions.

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

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

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

MISC. NOTES:
- Prefabricated fireplaces and flues are to be U.L. approved and installed as per manufacturer's specifications.
- All materials, supplies and equipment to be installed as per manufacturer's specifications and per local codes and requirements.
- Provide proper insulation for all plumbing.
- 1/2" water-resistant drywall around showers, tubs and whirlpools.
- 1/2" drywall on interior walls and ceilings.
- 5/8" type "X" fire code drywall on garage walls and ceilings.
- When no brand is specified Windows are called out by glass size only.
- In dwelling units, where the top of the sill of an operable window opening unit is located less than 24 inches above the finished floor and greater than 72 inches above the finished grade, fall protection must comply with R312.2.1
- Window opening control devices on windows serving as a required emergency escape and rescue shall comply with ASTM F2090.
- Windows, if not noted, are assumed to be Casements.
- Window header heights are 6'-8" unless noted otherwise.
- Header heights are labeled to bottom of arched transoms.
- Confirm window openings for your local egress requirements and minimum light and ventilation requirements.
- Headroom at stairs shall have a minimum clearance of 6'-8" high.
- Provide proper handrails at stairs per local codes.
- The mechanical and electrical layouts are suggested only. Consult your mechanical and electrical contractors for exact specifications, locations and sizes.
- Jog flue to rear of ridge as necessary.
- Provide proper wiring for all electrical appliances, mechanical equipment and whirlpools per manufacturer's specifications.
- Air conditioner locations may vary depending on restrictive covenants and codes.

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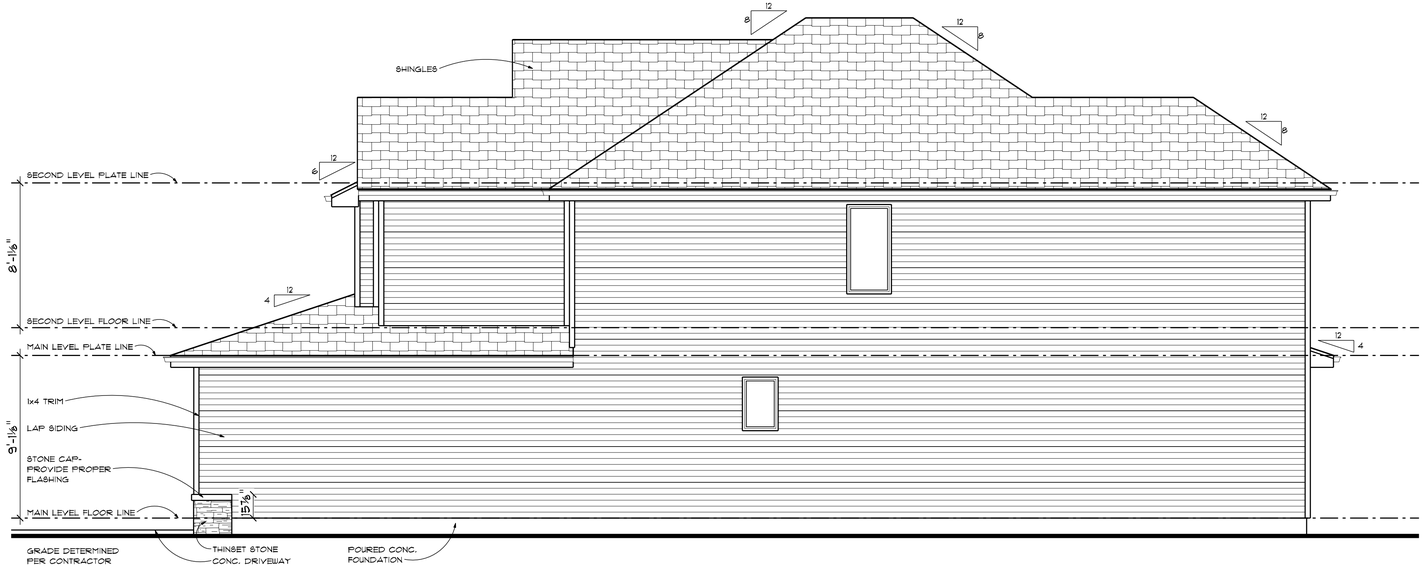
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SHEET 1 OF 7

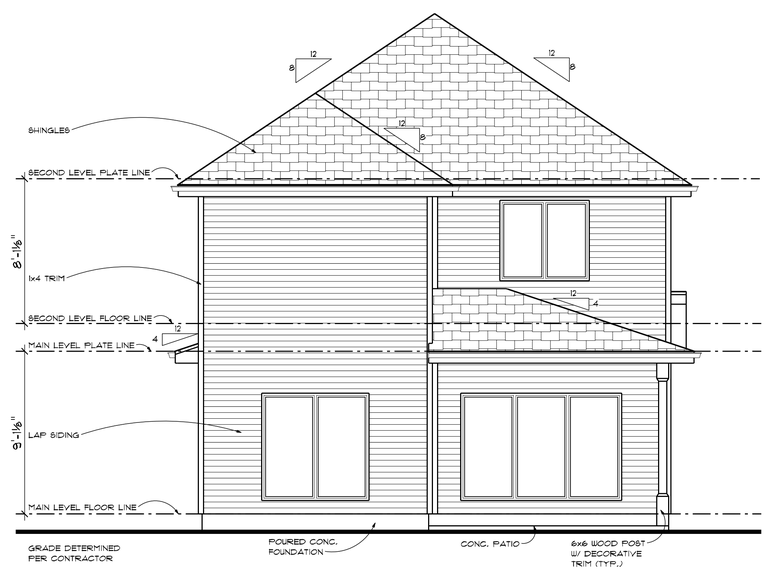
DRAWN BY: MD 10/2024

100% SCALE @ 24"x36"



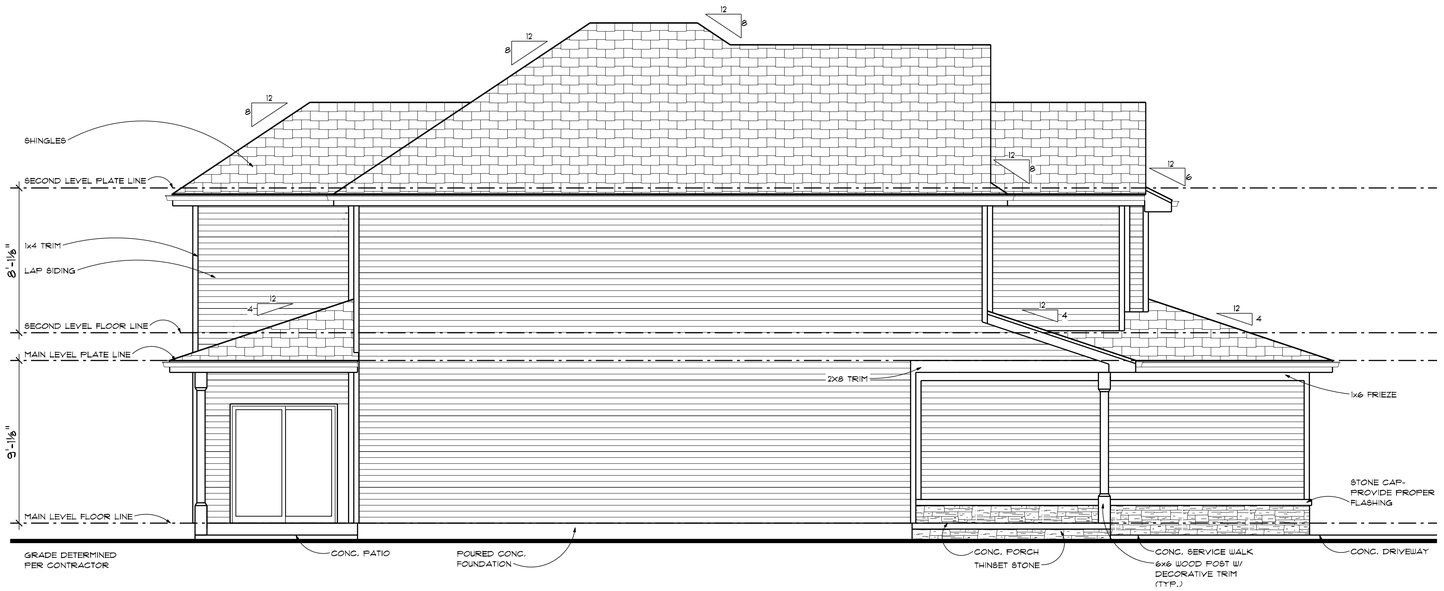
RIGHT ELEVATION

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



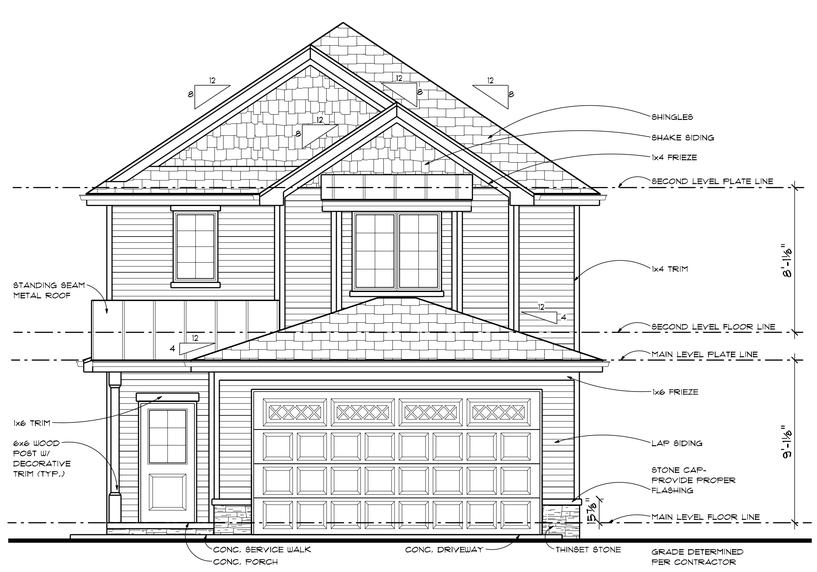
REAR ELEVATION

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



LEFT ELEVATION

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



FRONT ELEVATION

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

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SHEET
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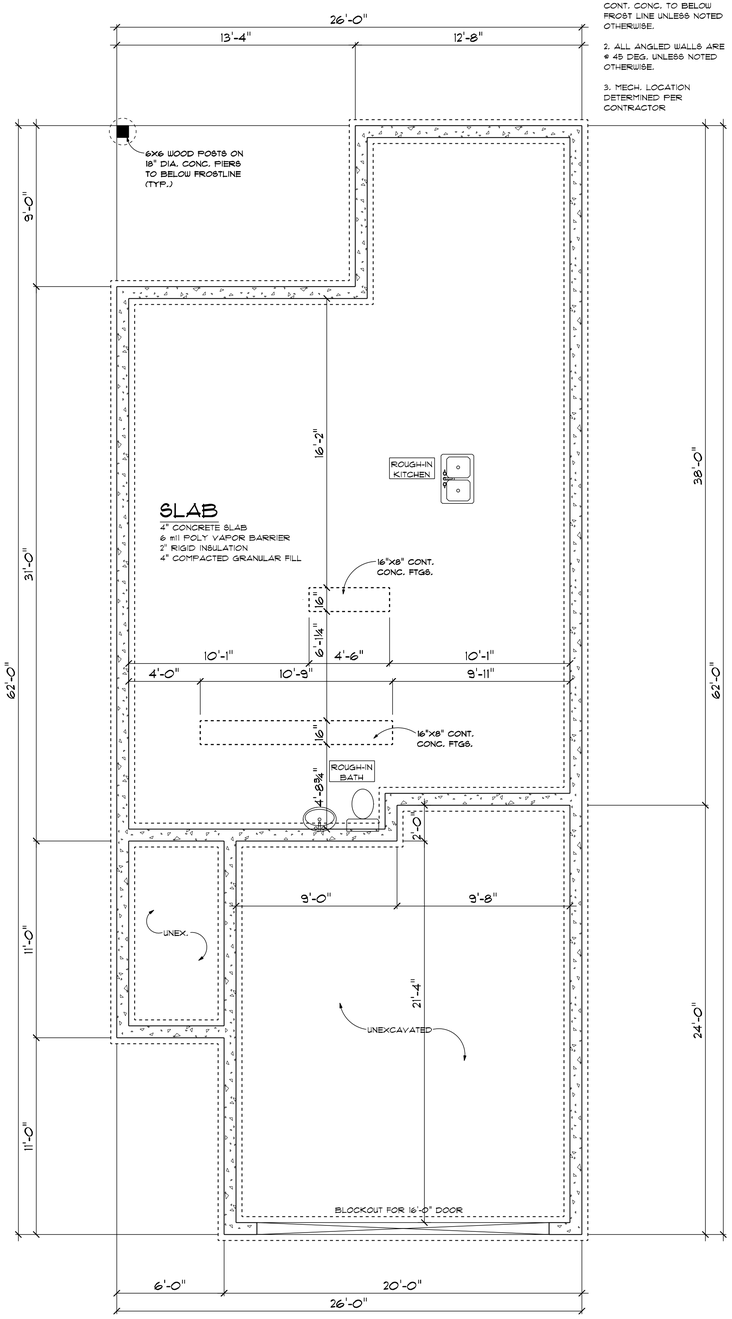
100% SCALE @ 24"x36"

GENERAL NOTES:

1. ALL FOUNDATION WALLS ARE 8" POURED CONC. FOUNDATION W/ 16"x8" CONT. CONC. TO BELOW FROST LINE UNLESS NOTED OTHERWISE.

2. ALL ANGLED WALLS ARE @ 45 DEG. UNLESS NOTED OTHERWISE.

3. MECH. LOCATION DETERMINED PER CONTRACTOR



FOUNDATION PLAN

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

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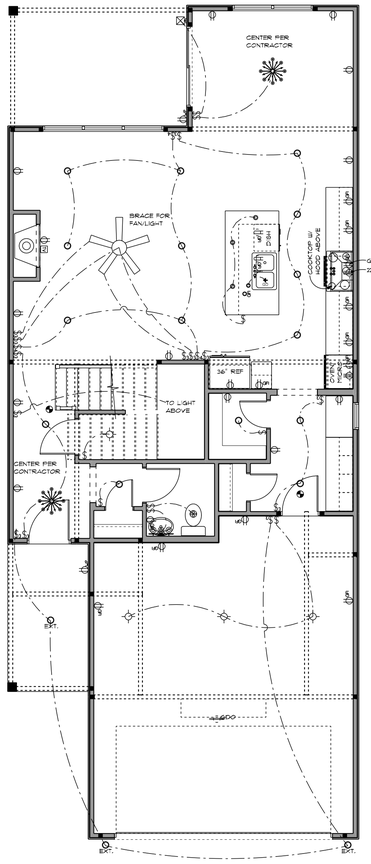
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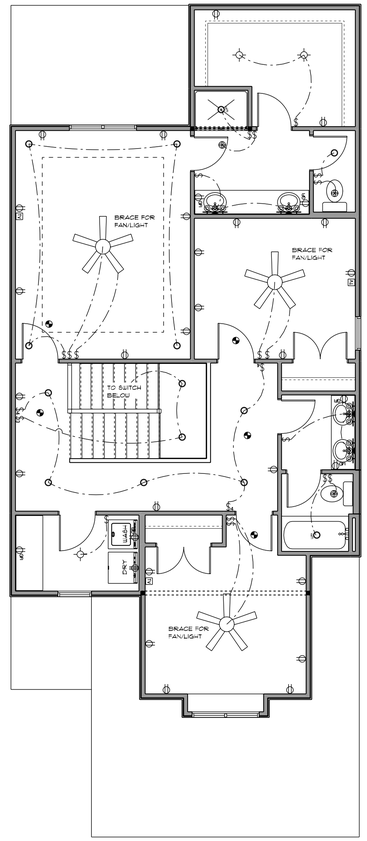
100% SCALE @ 24"x36"

OPENING ID	TYPE	PRODUCT CODE	SIZE	COUNT
1	WINDOW	72X72 CASEMENT 2	6'-0" x 6'-0"	1
2	WINDOW	108X72 CASEMENT-3	9'-0" x 6'-0"	1
3	WINDOW	24X36 CASEMENT 1	2'-0" x 3'-0"	1
A	DOOR	36X80 1	3'-0" x 6'-8"	1
B	GARAGE	192X96 - 8 PANEL - 4 WINDOW	16'-0" x 8'-0"	1
C	SLIDING DOOR	72X80 SLIDING GLASS 2	6'-0" x 6'-8"	1
D	DOOR	32X80 - EXTERIOR 1	2'-8" x 6'-8"	1
E	DOOR	24X80 1	2'-0" x 6'-8"	3
F	DOOR	30X80 1	2'-6" x 6'-8"	1
N	DOOR	32X80 1	2'-8" x 6'-8"	1

ELECTRICAL	COUNT	SYMBOL
ceiling fan 5 bladed C4	1	
can light 6-inch	19	
ceiling classic	2	
pendant globe	3	
EXTERIOR CAN LIGHT	3	EXT.
exterior light C2	1	
GARAGE DOOR OUTLET	1	GDO
GARBAGE DISPOSAL	1	GD
PLUNGER BUTTON	1	
cable tv outlet	1	TV
fan	1	
light	4	
outlet	14	
outlet 220v	2	220
outlet gfi	14	GFCI
outlet up	2	UP
smoke detector	2	SD
switch	9	$
switch 3 way	13	$3
switch 4 way	3	$4
wall mounted C3 3 lights	1	
countertop receptacle GFI (1)	1	


CENTER FIER CONTRACTOR
BRACE FOR FAN/LIGHT
COOKTOP W/ HOOD ABOVE
GFI
220V
36" REF
TO LIGHT ABOVE
CENTER FIER CONTRACTOR
EXT.
EXT.
EXT.

ELECTRICAL LEGEND		
ELECTRICAL	COUNT	SYMBOL
ceiling fan 5 bladed 04	3	
CAN LIGHT WATERPROOF 6INCH	2	
can lights 6inch	12	
cable tv outlet	3	TV
fan	3	
light	3	
outlet	25	
outlet 220v	1	
outlet gfi	6	
smoke detector	5	
switch	17	S
switch 3 way	1	$_3$
switch 4 way	3	$_4$
self mounted G3 3 lights	4	



SECOND LEVEL ELECTRICAL PLAN

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

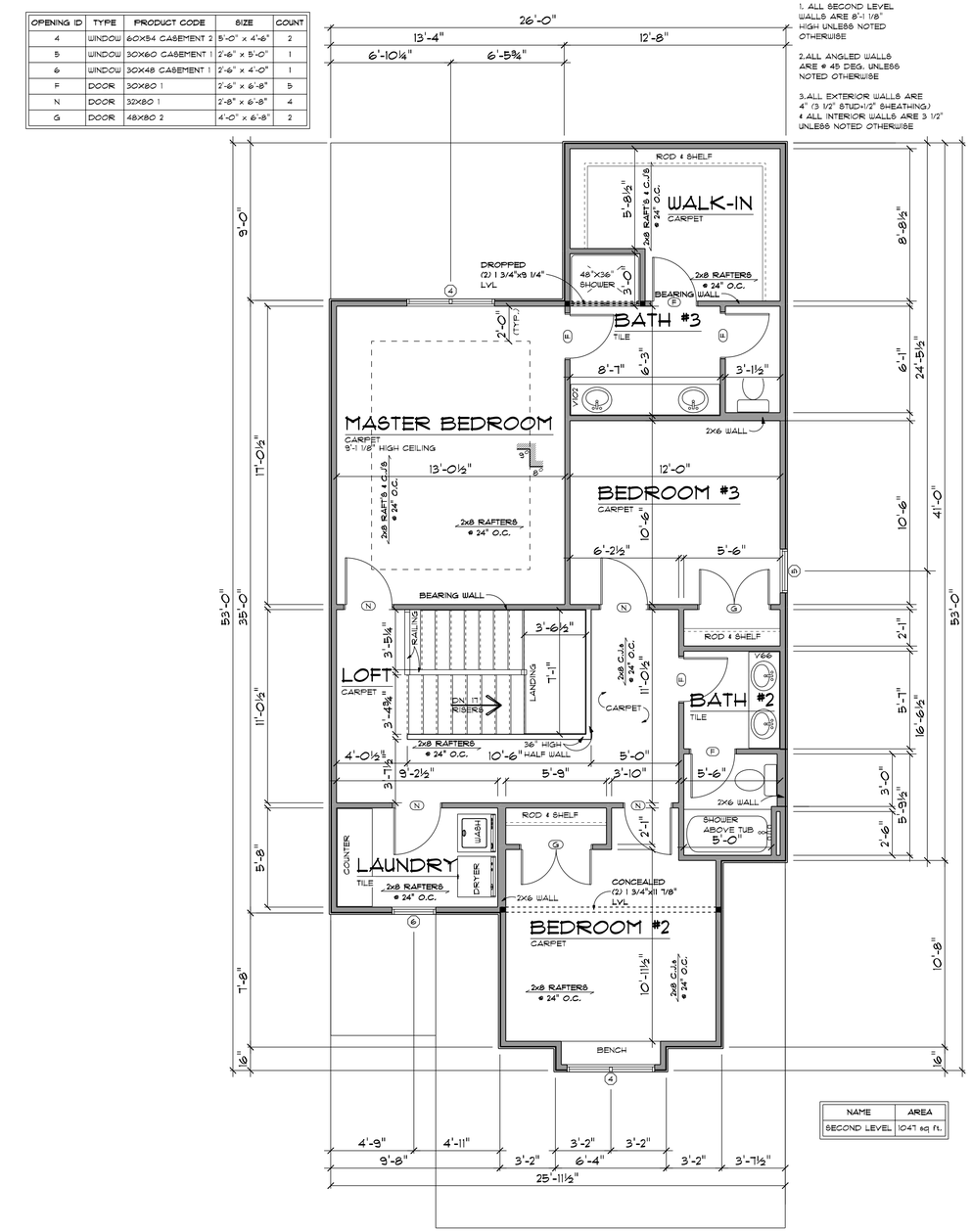
OPENING ID	TYPE	PRODUCT CODE	SIZE	COUNT
4	WINDOW	60X54 CASEMENT 2	5'-0" x 4'-6"	2
5	WINDOW	30X60 CASEMENT 1	2'-6" x 5'-0"	1
6	WINDOW	30X48 CASEMENT 1	2'-6" x 4'-0"	1
F	DOOR	30X80 1	2'-6" x 6'-8"	5
N	DOOR	32X80 1	2'-8" x 6'-8"	4
G	DOOR	48X80 2	4'-0" x 6'-8"	2

GENERAL NOTES:

1. ALL SECOND LEVEL WALLS ARE 8'-1 1/8" HIGH UNLESS NOTED OTHERWISE

2.ALL ANGLED WALLS ARE @ 45 DEG. UNLESS NOTED OTHERWISE

3.ALL EXTERIOR WALLS ARE 4" (3 1/2" STUD+1/2" SHEATHING) & ALL INTERIOR WALLS ARE 3 1/2" UNLESS NOTED OTHERWISE



NAME	AREA
SECOND LEVEL	1047 sq. ft.

SECOND LEVEL FLOOR PLAN

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

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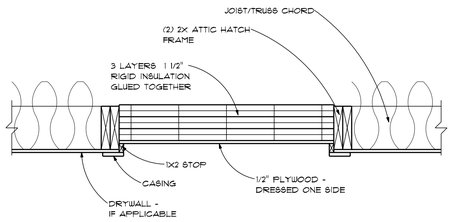
29311

SHEET
5
OF
7

GENERATED 11/12/2024

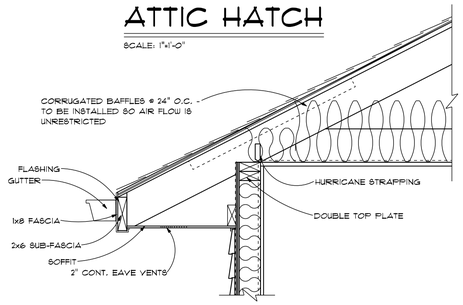
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100% SCALE @ 24"x36"



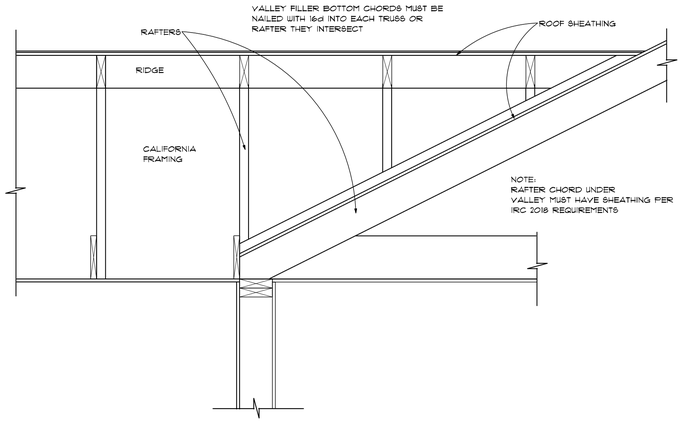
ATTIC HATCH

SCALE: 1"=1'-0"



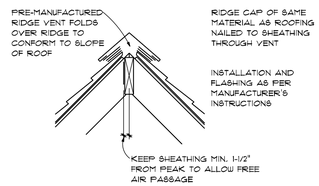
EAVE VENT

SCALE: 1"=1'-0"



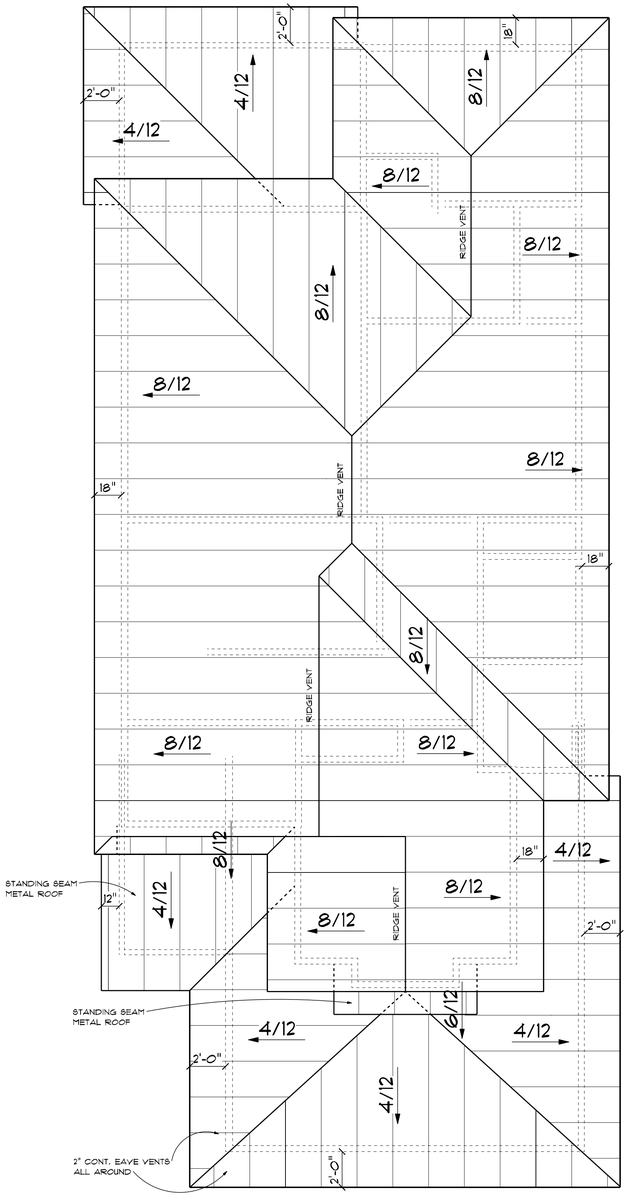
ROOF OVERFRAMING

SCALE: 1"=1'-0"



RIDGE VENT

SCALE: 1"=1'-0"



ROOF PLAN

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

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2x4 Slab

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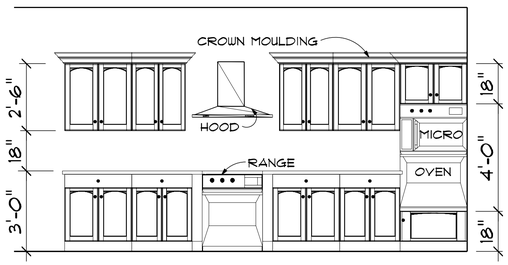
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SHEET
6
OF
7

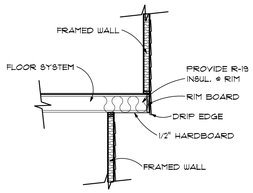
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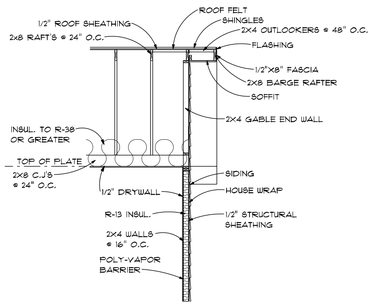


DETAIL 1



TYP. CANTILEVER

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

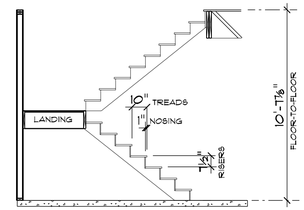


TYP. GABLE END SECTION

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

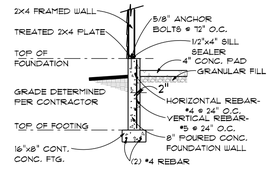
NOTES:

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



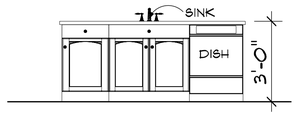
STAIR SECTION

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

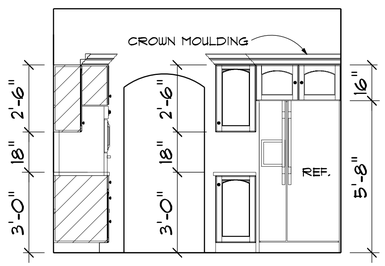


TYP. GARAGE WALL

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



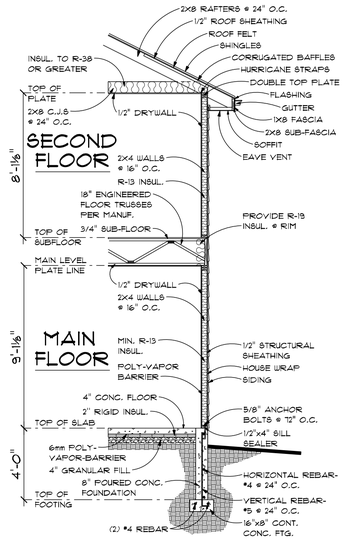
DETAIL 2



DETAIL 3

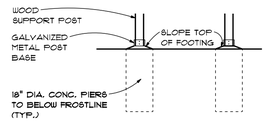
CABINET ELEVATIONS

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



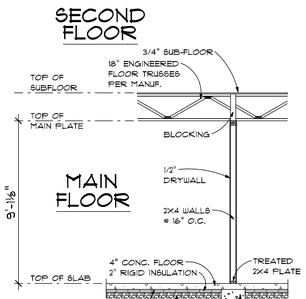
TYP. WALL SECTION

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



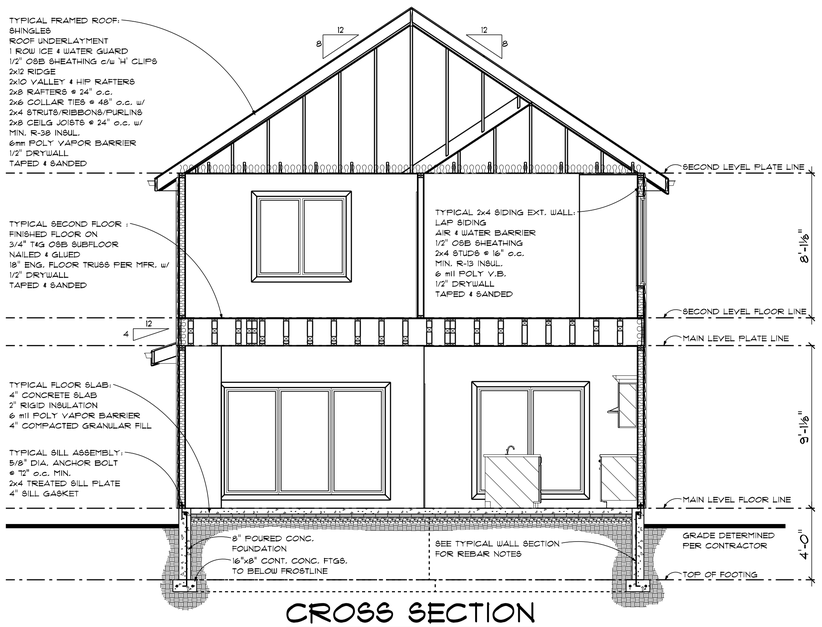
POST FOOTING DETAIL

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



TYP. 2X4 BEARING WALL

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



CROSS SECTION

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

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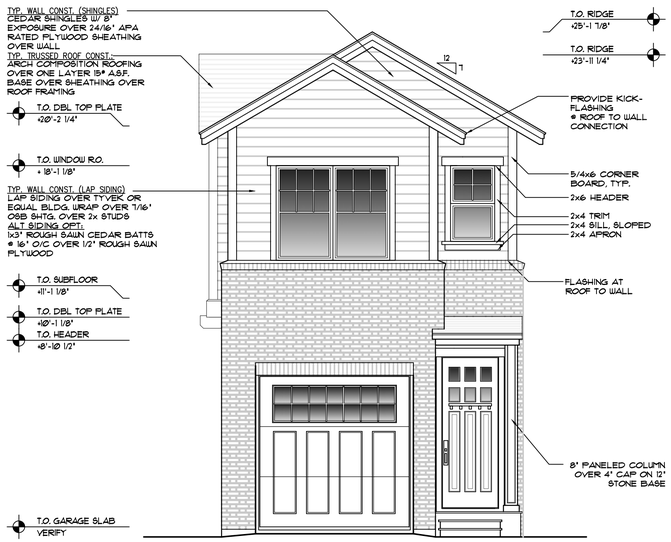
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SHEET 1 OF 1

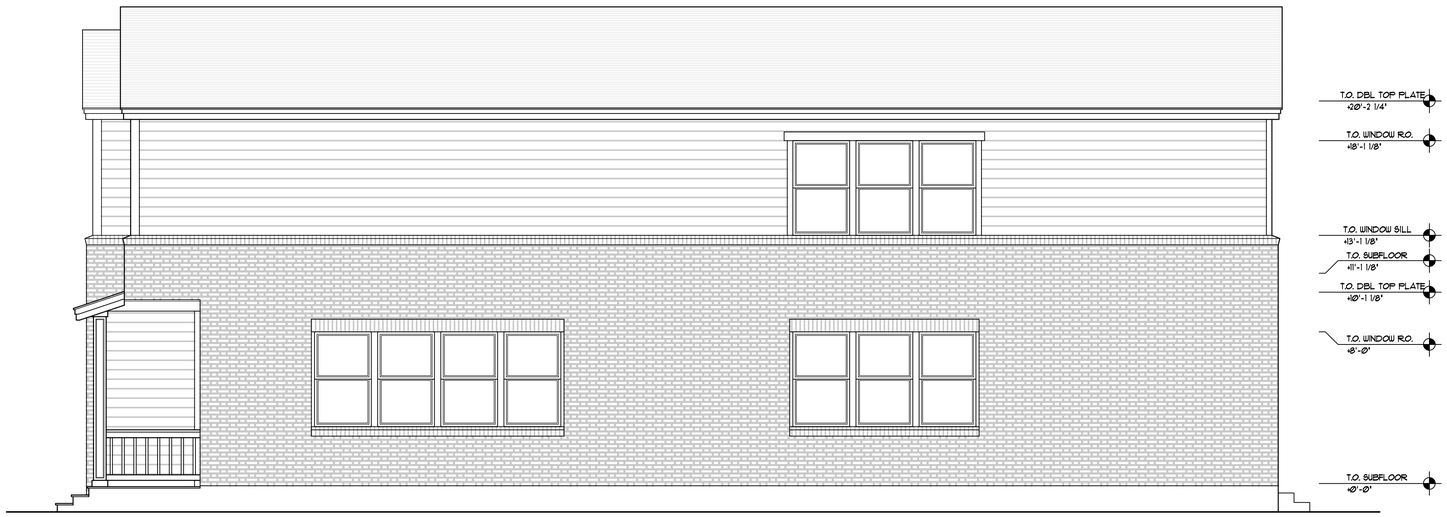
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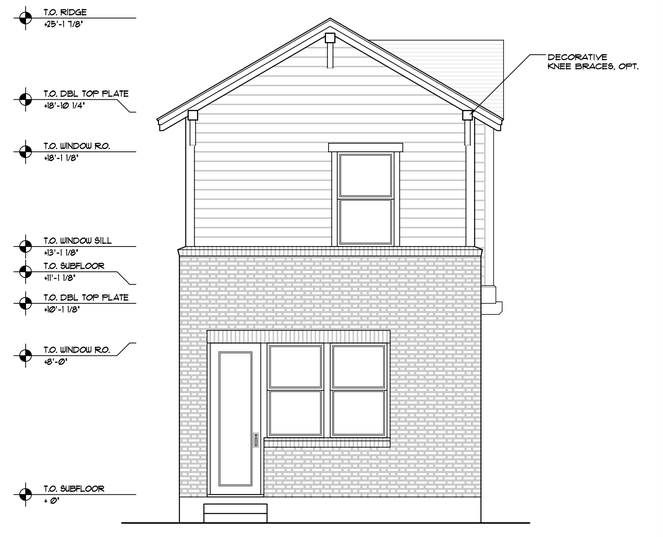
FRONT ELEVATION
SCALE: 1/4"=1'-0"



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



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



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

ROSEMONT

1,564 TOTAL SQUARE FEET

PLAN NUMBER 82508

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PLAN NAME: ROSEMONT

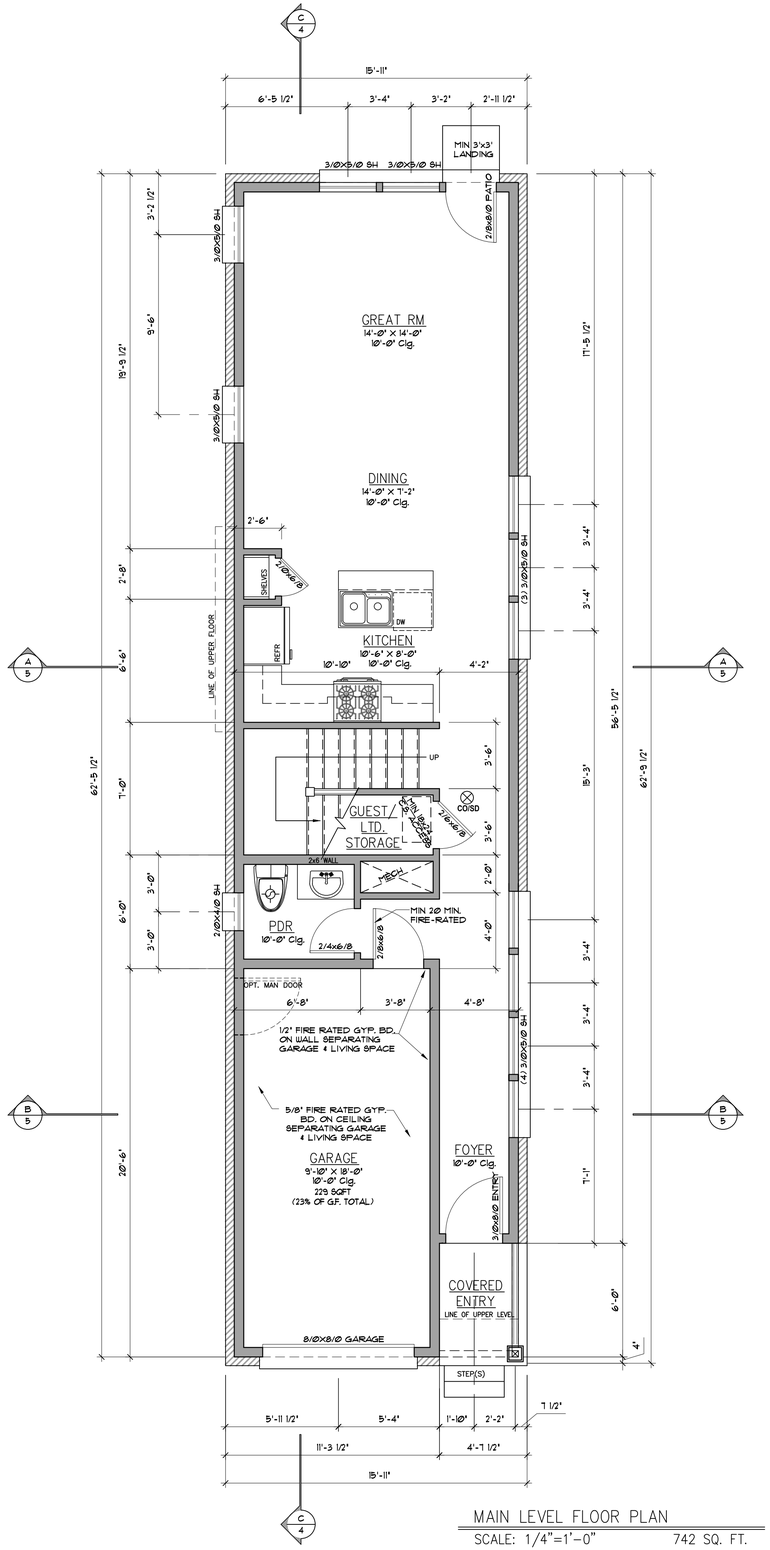
DATE: 08/08

ROSEMONT

PLAN NUMBER 82508

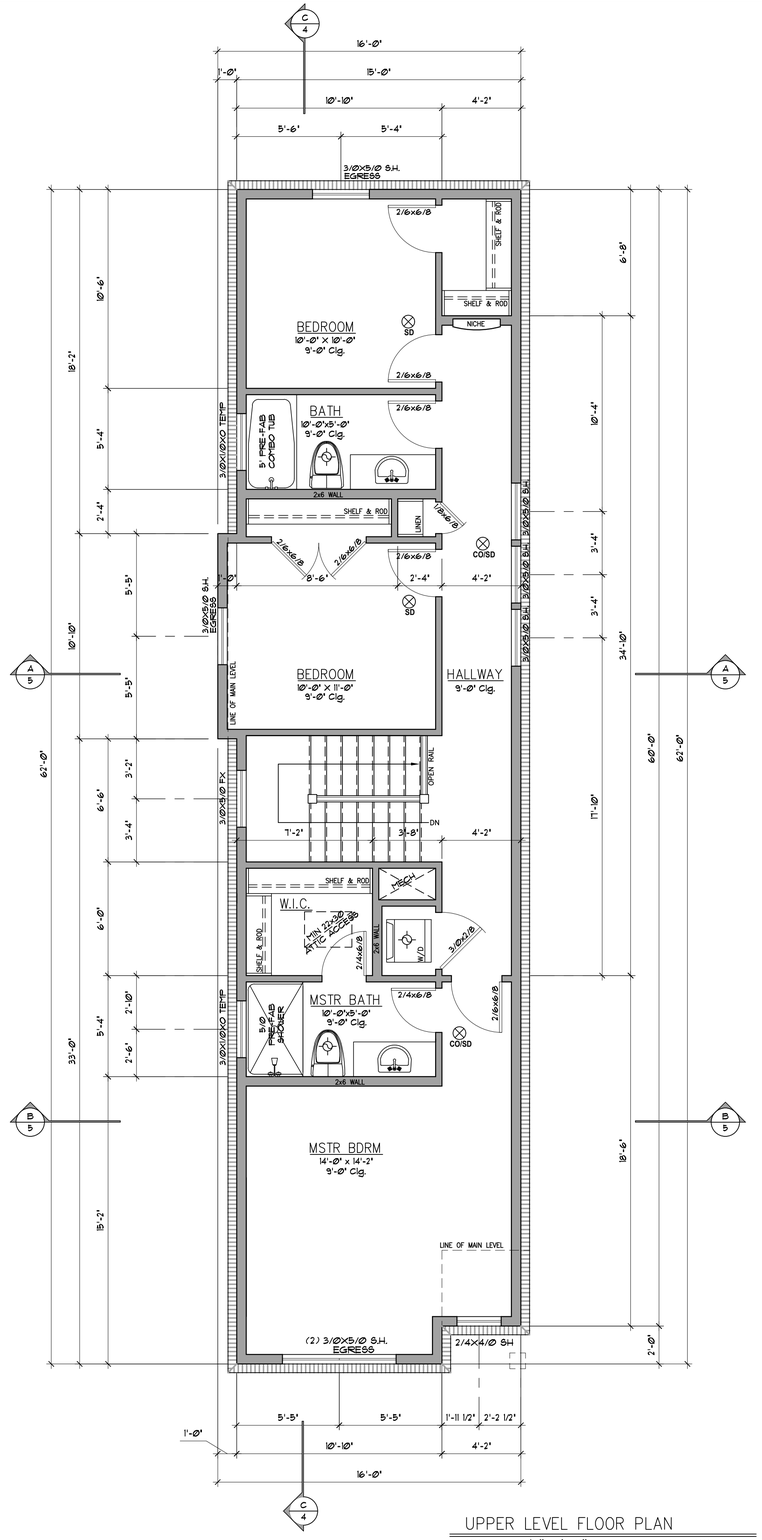
1,564 TOTAL SQUARE FEET

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



MAIN LEVEL FLOOR PLAN

SCALE: 1/4"=1'-0" 742 SQ. FT.



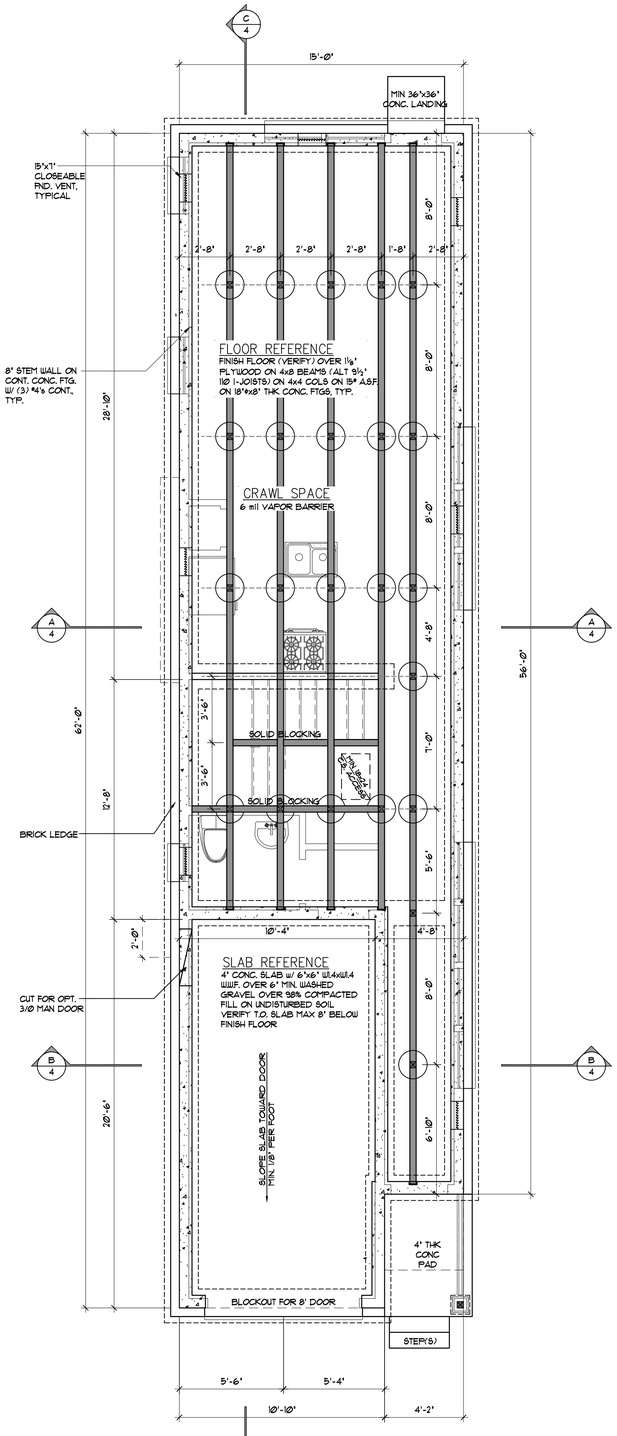
UPPER LEVEL FLOOR PLAN

SCALE: 1/4"=1'-0" 874 SQ. FT.

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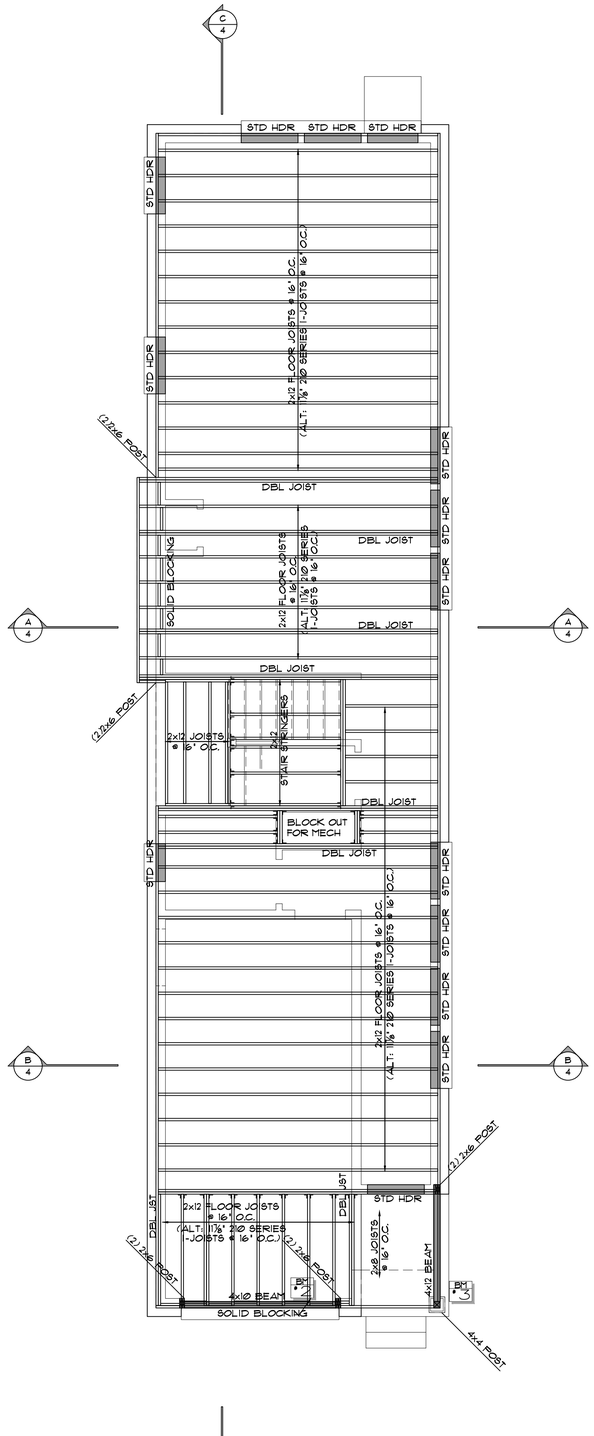
PLAN NAME: ROSEMONT

DATE: 08/08



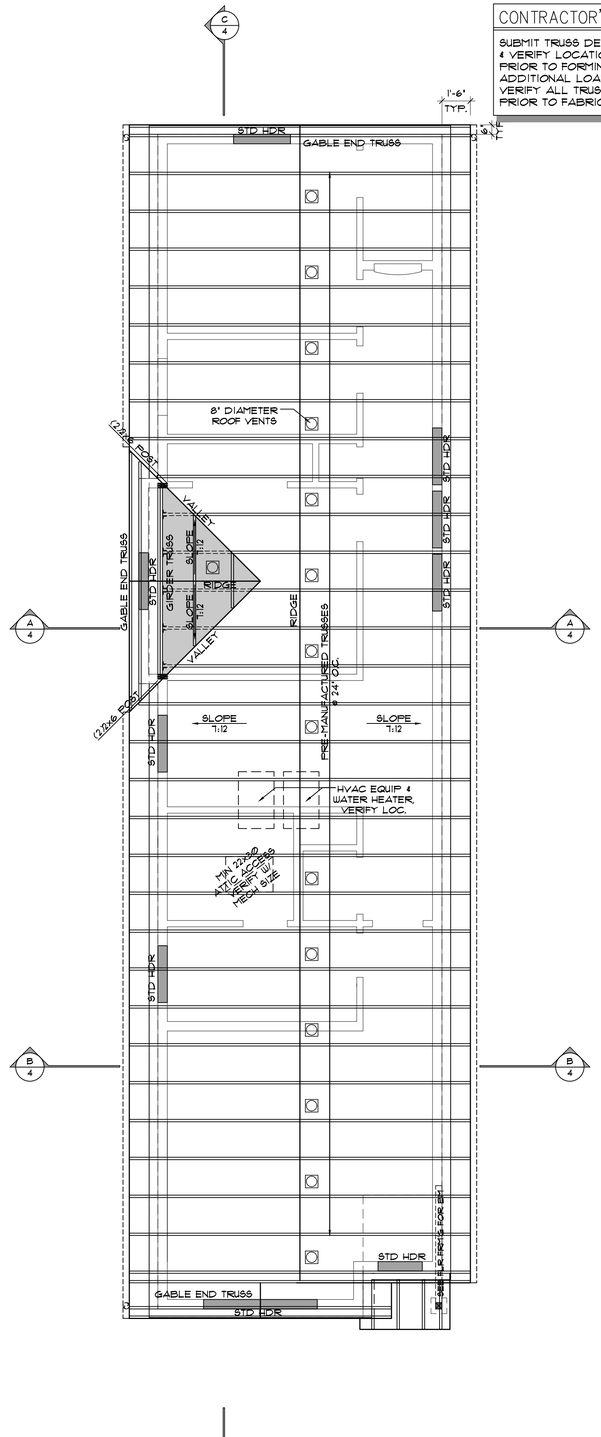
FOUNDATION PLAN

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



UPPER FLOOR FRAMING PLAN

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



ROOF FRAMING PLAN

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

CONTRACTOR'S NOTE:

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

NOTE

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

NOTE:
G GUTTER DOWNSPOUT
---- CONTINUOUS GUTTER

PROVIDE SUFFICIENT ROOF VENTILATION PER IRC-R806

ROSEMONT

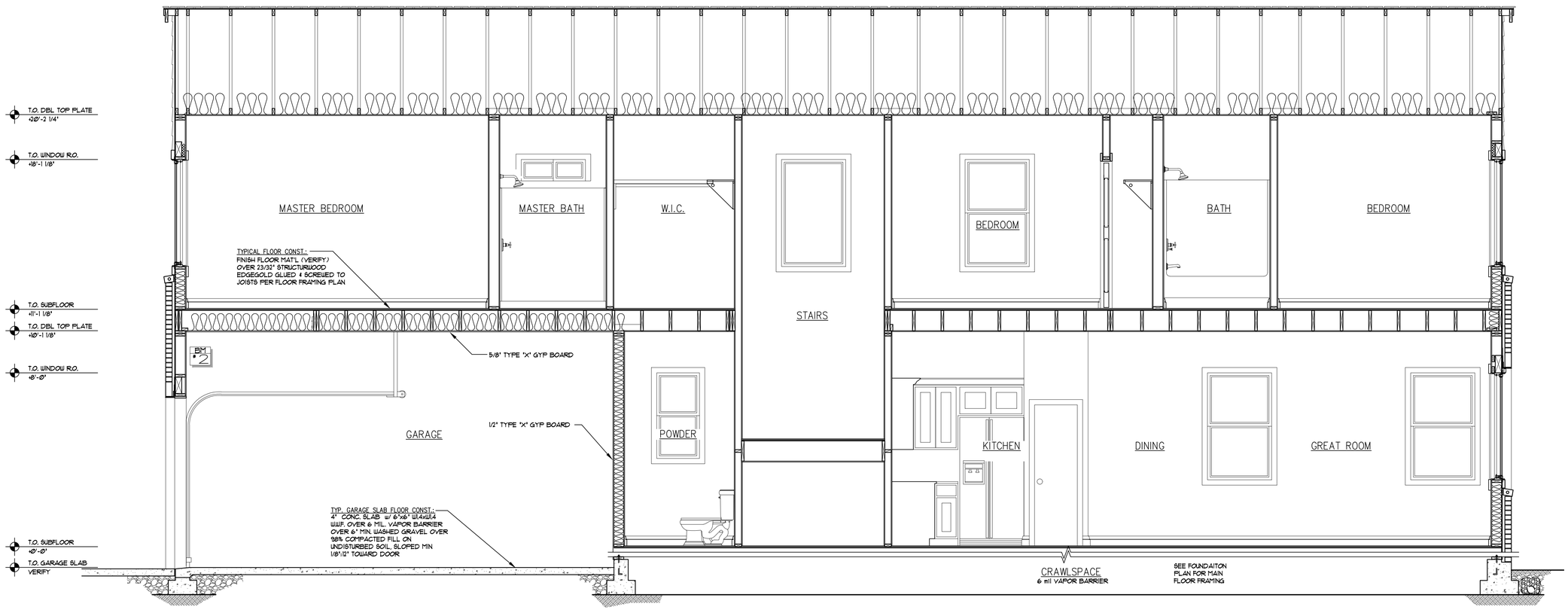
PLAN NUMBER 82508

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PLAN NAME: ROSEMONT

DATE: 08/08



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

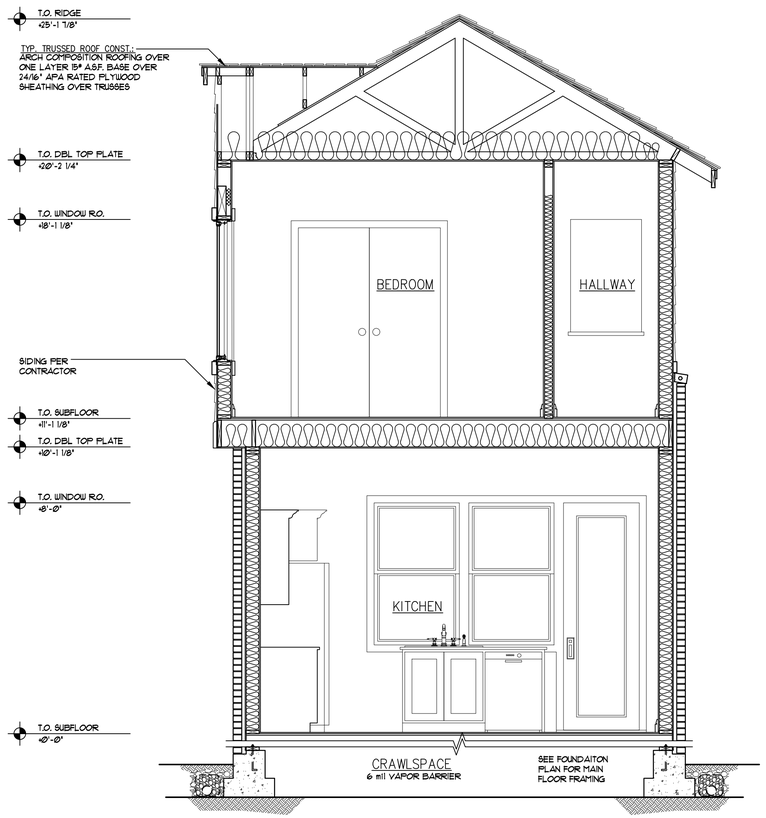
ROSEMONT

PLAN NUMBER 82508 1,564 TOTAL SQUARE FEET

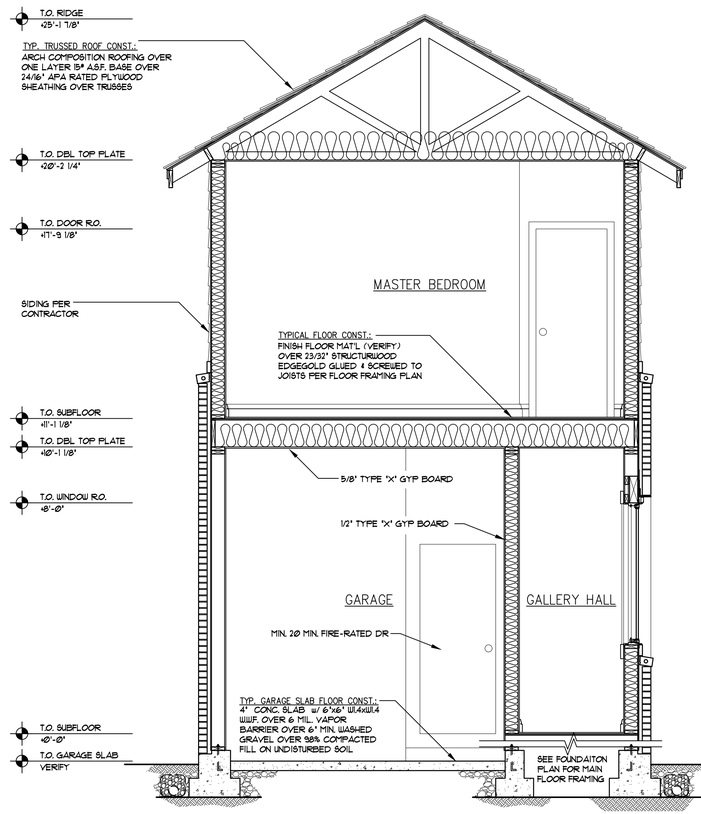
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PLAN NAME: ROSEMONT

DATE: 08/08



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



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

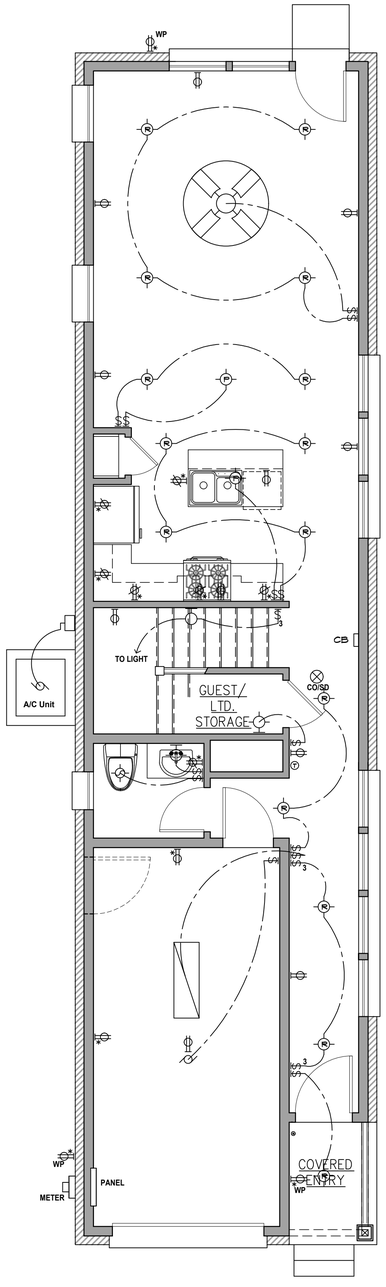
ROSEMONT

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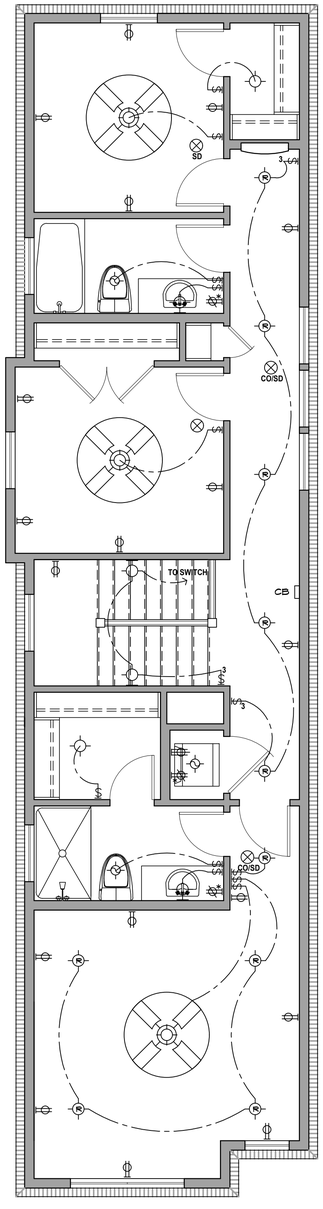
PLAN NAME: ROSEMONT

DATE: 08/08



MAIN LEVEL ELECTRICAL PLAN

SCALE: 1/4"=1'-0" 742 SQ. FT.



UPPER LEVEL ELECTRICAL PLAN

SCALE: 1/4"=1'-0" 874 SQ. FT.

CO/SD	COMBO CARBON MONOXIDE/SMOKE DETECTOR
SD	SMOKE DETECTOR
	EXHAUST FAN

ELECTRICAL LEGEND

S	Switch
S3	3-Way Switch
	Ceiling Mounted Light Fixture
	Wall Mounted Light Fixture
R	Recessed Light Fixture
P	Pendant Light Fixture
	Fluorescent Light Fixture
	Ceiling Fan
	Ceiling Fan w/ Light Fixture
	110V Duplex Outlet
	110V Duplex Outlet, Counter Top Height - V.O.J.
	110V Duplex outlet On GFI Circuit
	110V Duplex Outlet On GFI Circuit, Counter Top height - V.O.J.
WP	110V Waterproof Duplex Outlet On GFI Circuit
	220V Outlet
	Disconnect
	Motor
	Door Bell
CB	Chime Box
T	Thermostat

ROSEMONT

1,564 TOTAL SQUARE FEET

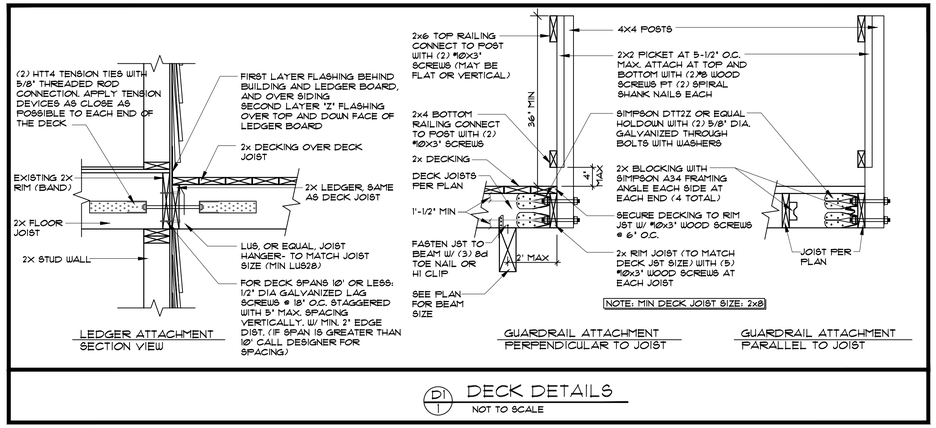
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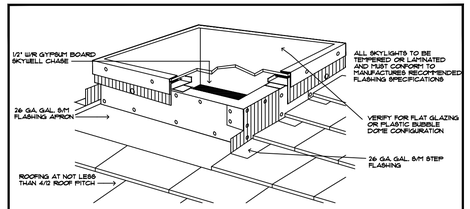
PLAN NAME: ROSEMONT

DATE: 08/08

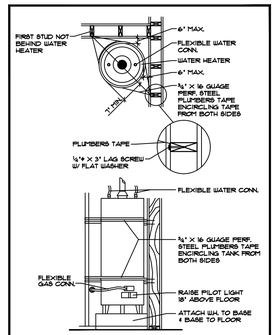
DETAILS SHEET



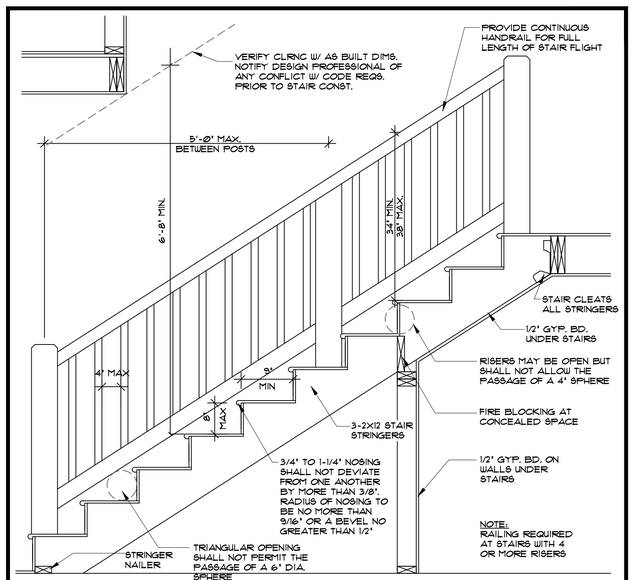
D1/1 DECK DETAILS
NOT TO SCALE



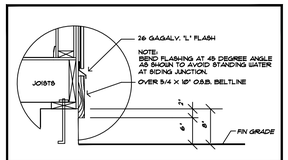
D1/2 TYPICAL SKYLIGHT DETAIL
NOT TO SCALE



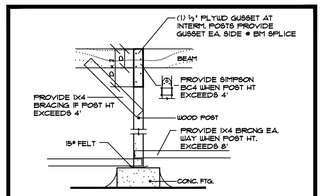
CORNER WATER HEATER DETAIL
D1/3 NOT TO SCALE



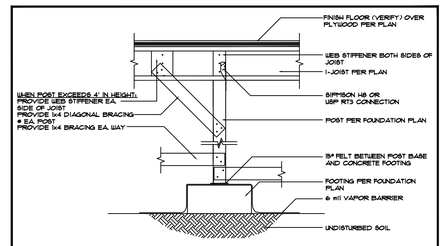
D1/4 TYPICAL STAIR SECTION
NOT TO SCALE



D1/5 BELTLINE DET.
NOT TO SCALE

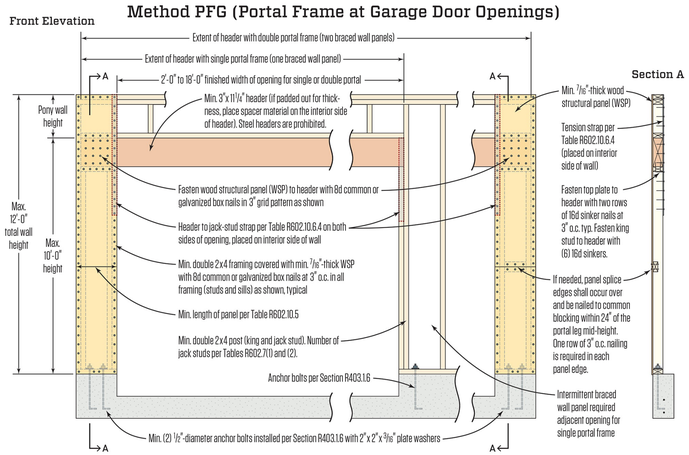


D1/6 POST & BM CONNECTION DETAIL
NOT TO SCALE



D1/6a POST & BM CONNECTION DETAIL
NOT TO SCALE

Method PFG (Portal Frame at Garage Door Openings)

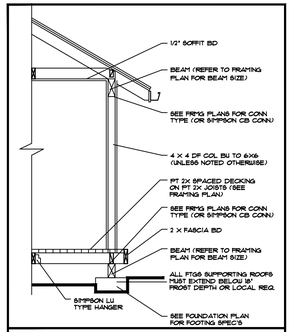


THESE PLANS HAVE BEEN LICENSED FOR THE CONSTRUCTION OF ONE BUILDING ONLY. UNAUTHORIZED USE OR COPYING OF THE PLANS, OR THE DESIGN THE DEPICT, INFRINGES RIGHTS UNDER THE COPYRIGHT ACT THAT INCLUDE PENALTIES OF UP TO $100,000 PER WORK WILLFULLY INFRINGED. THESE PLANS HAVE BEEN PREPARED TO MEET CABO BUILDING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

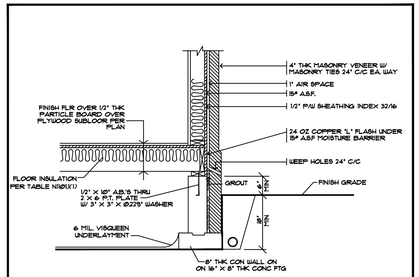
SHEET: DETAILS

DATE: 07/08

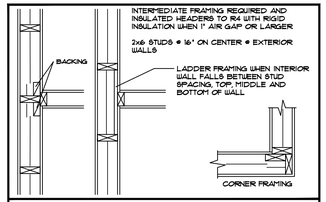
D1



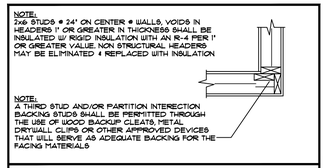
D2 1 PORCH DETAIL



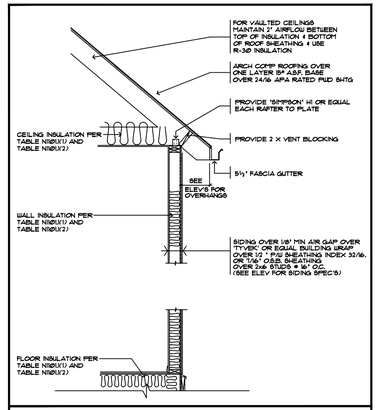
D2 2 MASONRY VENEER WALL DETAIL



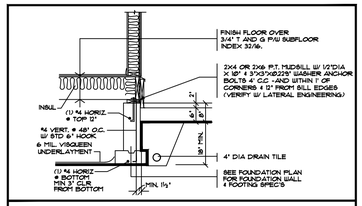
D2 3 INTERMEDIATE FRAMING



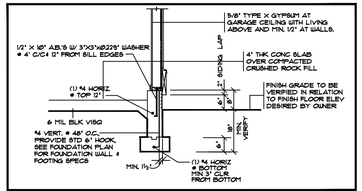
D2 3a CORNER PARTITION FRMG
ADVANCED FRAMING



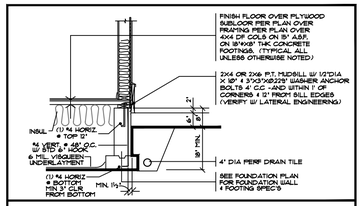
D2 4 TYPICAL WALL DETAIL
NOT TO SCALE



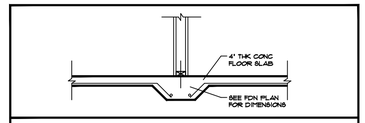
D2 5 JOISTED FOOTING DETAIL



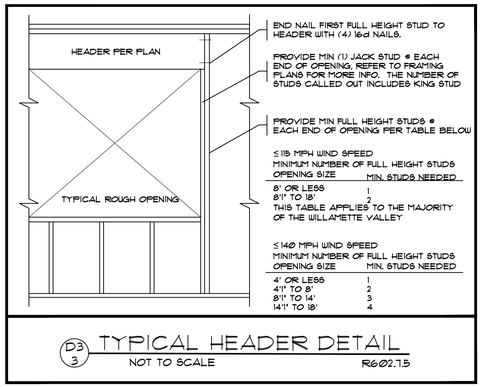
D2 6 WALL SLAB DETAIL



D2 7 POST & BEAM FOOTING DETAIL



D2 8 MONOLITHIC FOOTING DETAIL



≤ 115 MPH WIND SPEED
MINIMUM NUMBER OF FULL HEIGHT STUDS

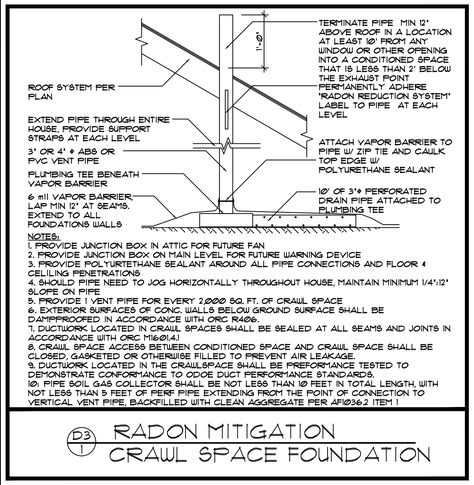
OPENING SIZE	MIN. STUDS NEEDED
8' OR LESS	1
8'1" TO 18'	2

THIS TABLE APPLIES TO THE MAJORITY OF THE WILLAMETTE VALLEY

≤ 140 MPH WIND SPEED
MINIMUM NUMBER OF FULL HEIGHT STUDS

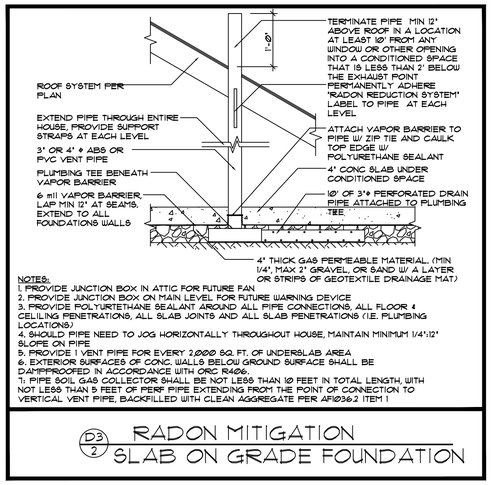
OPENING SIZE	MIN. STUDS NEEDED
4' OR LESS	1
4'1" TO 8'	2
8'1" TO 14'	3
14'1" TO 18'	4

D3 3 TYPICAL HEADER DETAIL
NOT TO SCALE R602.7.5



NOTES:
1. PROVIDE JUNCTION BOX IN ATTIC FOR FUTURE FAN
2. PROVIDE JUNCTION BOX ON MAIN LEVEL FOR FUTURE WARNING DEVICE
3. PROVIDE POLYURETHANE SEALANT AROUND ALL PIPE CONNECTIONS AND FLOOR & CEILING PENETRATIONS
4. SHOULD PIPE NEED TO JOG HORIZONTALLY THROUGHOUT HOUSE, MAINTAIN MINIMUM 1/4":12" SLOPE ON PIPE
5. PROVIDE 1 VENT PIPE FOR EVERY 2,000 SQ. FT. OF CRAWL SPACE
6. EXTERIOR SURFACES OF CONC. WALLS BELOW GROUND SURFACE SHALL BE DAMPPROOFED IN ACCORDANCE WITH ORC R406.
7. DUCTWORK LOCATED IN CRAWL SPACES SHALL BE SEALED AT ALL SEAMS AND JOINTS IN ACCORDANCE WITH ORC M1601.4.1
8. CRAWL SPACE ACCESS BETWEEN CONDITIONED SPACE AND CRAWL SPACE SHALL BE CLOSED, GASKETED OR OTHERWISE FILLED TO PREVENT AIR LEAKAGE.
9. DUCTWORK LOCATED IN THE CRAWLSPACE SHALL BE PRERFORMANCE TESTED TO DEMONSTRATE CONFORMANCE TO CODE DUCT PERFORMANCE STANDARDS.
10. PIPE SOIL GAS COLLECTOR SHALL BE NOT LESS THAN 10 FEET IN TOTAL LENGTH, WITH NOT LESS THAN 5 FEET OF PERF PIPE EXTENDING FROM THE POINT OF CONNECTION TO VERTICAL VENT PIPE, BACKFILLED WITH CLEAN AGGREGATE PER AFI036.2 ITEM 1

D3 1 RADON MITIGATION CRAWL SPACE FOUNDATION



NOTES:
1. PROVIDE JUNCTION BOX IN ATTIC FOR FUTURE FAN
2. PROVIDE JUNCTION BOX ON MAIN LEVEL FOR FUTURE WARNING DEVICE
3. PROVIDE POLYURETHANE SEALANT AROUND ALL PIPE CONNECTIONS, ALL FLOOR & CEILING PENETRATIONS, ALL SLAB JOINTS AND ALL SLAB PENETRATIONS (I.E. PLUMBING LOCATIONS)
4. SHOULD PIPE NEED TO JOG HORIZONTALLY THROUGHOUT HOUSE, MAINTAIN MINIMUM 1/4":12" SLOPE ON PIPE
5. PROVIDE 1 VENT PIPE FOR EVERY 2,000 SQ. FT. OF UNDERSLAB AREA
6. EXTERIOR SURFACES OF CONC. WALLS BELOW GROUND SURFACE SHALL BE DAMPPROOFED IN ACCORDANCE WITH ORC R406.
7. PIPE SOIL GAS COLLECTOR SHALL BE NOT LESS THAN 10 FEET IN TOTAL LENGTH, WITH NOT LESS THAN 5 FEET OF PERF PIPE EXTENDING FROM THE POINT OF CONNECTION TO VERTICAL VENT PIPE, BACKFILLED WITH CLEAN AGGREGATE PER AFI036.2 ITEM 1

D3 2 RADON MITIGATION SLAB ON GRADE FOUNDATION

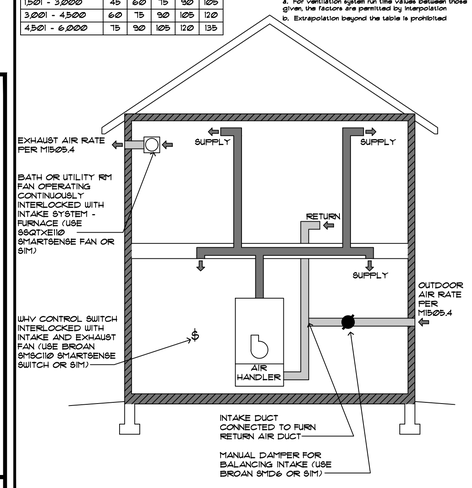
TABLE M1505.4.3(1)
CONTINUOUS WHOLE-HOUSE VENTILATION AIRFLOW RATE REQ.

DWELLING UNIT FLOOR AREA (SQUARE FEET)	NUMBER OF BEDROOMS				
	0-1	2-3	4-5	6-7	>7
	AIRFLOW IN CFM				
1500 OR LESS	30	45	60	75	90
1501 - 3,000	45	60	75	90	105
3,001 - 4,500	60	75	90	105	120
4,501 - 6,000	75	90	105	120	135

TABLE M1505.4.3(2)
INTERMITTENT WHOLE-HOUSE MECHANICAL VENTILATION RATE FACTORS

RUN-TIME PERCENTAGE IN EACH 4-HOUR SEGMENT	25%	33%	50%	66%	75%	100%
FACTOR a	4	3	2	1.5	1.3	1

a. For ventilation system run time values between those given, the factors are permitted by interpolation
b. Extrapolation beyond the table is prohibited



D3 4 TYPICAL VENTILATION DETAIL
NOT TO SCALE M1505.4 (FIGURE 3)

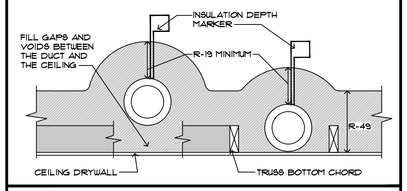


D3 5 HANDRAIL DET.
NOT TO SCALE

DUCTS DEEPLY BURIED IN INSULATION:

INSULATION SHALL BE INSTALLED TO FILL GAPS AND VOIDS BETWEEN THE DUCT AND THE CEILING, AND A MINIMUM OF R-19 INSULATION SHALL BE INSTALLED ABOVE THE DUCT BETWEEN THE DUCT AND UNCONDITIONED ATTIC. R-19 FIBERGLASS BATT MATERIAL MAY BE USED TO ACHIEVE THE INSULATION LEVEL ABOVE THE DUCT.

INSULATION DEPTH MARKER FLAGS SHALL BE INSTALLED ON THE DUCTS EVERY 10 FEET OR AS APPROVED BY THE BUILDING OFFICIAL



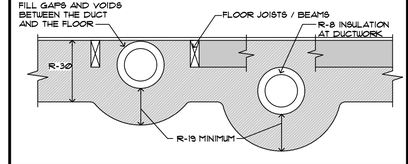
D3 6 INSULATION DETAIL
NOT TO SCALE ATTIC

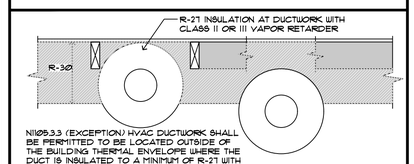
DUCTS DEEPLY BURIED IN INSULATION:

INSULATION SHALL BE INSTALLED TO FILL GAPS AND VOIDS BETWEEN THE DUCT AND THE FLOOR ABOVE, AND A MINIMUM OF R-19 INSULATION SHALL BE INSTALLED ABOVE THE DUCT BETWEEN THE DUCT AND UNCONDITIONED CRAWLSPACE. R-19 FIBERGLASS BATT MATERIAL MAY BE USED TO ACHIEVE THE INSULATION LEVEL BELOW THE DUCT.

ALL DUCTWORK IN THE CRAWLSPACE SHALL BE INSULATED TO R-8

TO UTILIZE DUCTWORK IN THE VENTED CRAWLSPACE, (2) TWO SELECTIONS FROM TABLE N1101(1)(2) MUST BE SELECTED (N1105.3, EXCEPTION 3)





N1105.3.3 (EXCEPTION) HVAC DUCTWORK SHALL BE PERMITTED TO BE LOCATED OUTSIDE OF THE BUILDING THERMAL ENVELOPE WHERE THE DUCT IS INSULATED TO A MINIMUM OF R-27 WITH A CLASS II OR III VAPOR RETARDER

D3 7 INSULATION DETAIL
NOT TO SCALE VENTED CRAWLSPACE

DETAILS SHEET

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SHEET: DETAILS

DATE: 12/2019

D2/D3

GENERAL NOTES

1. ALL WORK IS TO COMPLY WITH THE 2023 ORSC CODE AND ANY APPLICABLE STATE, COUNTY OR LOCAL REGULATIONS.
2. THE CONTRACTOR IS RESPONSIBLE TO CHECK THE PLANS AND IS TO NOTIFY THE DESIGNER OF ANY ERRORS OR OMISSIONS PRIOR TO THE START OF CONSTRUCTION.
3. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
4. DESIGN LOADS:

ROOF	30 PSF (LIVE LOAD)
FLOOR	40 PSF (LIVE LOAD)
STAIRS	100 PSF
GARAGE FLOOR	175 PSF (2000# PT)
DECKS	60 PSF

(IF YOUR LOCAL AREA REQUIRES DIFFERENT DESIGN LOADS, CONSULT WITH A LOCAL STRUCTURAL ENGINEER TO DETERMINE THE APPROPRIATE REVISIONS.)

5. PROVIDE INSULATION BAFFLES AT EAVE VENTS BETWEEN RAFTERS.
6. ALL CARBON MONOXIDE AND SMOKE DETECTORS SHALL BE POWERED BY 110VCURRENT, CONNECTED TO HOUSE ELECT SYSTEM. INTERCONNECT WITH EACH ONE SO THAT IF ANY ONE TRIPS THEY WILL ALL SOUND. THEY SHALL ALSO HAVE A BATTERY BACKUP AND BE LOCATED IN EACH BEDROOM AND ON EACH FLOOR LEVEL.
7. GUARDRAILS SHALL HAVE INTERMEDIATE RAILS SPACED SUCH THAT A SPHERE 4" IN DIA. CANNOT PASS THROUGH
8. PROVIDE GROUNDING ELECTRODE AT ELECTRICAL SERVICE CONSISTING OF A MINIMUM 20' LENGTH OF ½" STEEL REINFORCEMENT OF FOOTINGS. ELECTRODE SHALL EXTEND 12" MIN. ABOVE THE PLATE LINE.
9. THE MAXIMUM AMOUNT OF WATER USED BY NEW PLUMBING FIXTURES: (EPA WATER SENSE LABELED)

TOILETS	1.28 GALLONS/FLUSH
SHOWER HEADS	2.0 GALLONS/MINUTE
INTERIOR FAUCETS	2.5 GALLONS/MINUTE

10. IN THE EVENT OF CONFLICT BETWEEN PERTINENT CODES AND REGULATIONS AND REFERENCED STANDARDS OF THESE SPECIFICATIONS, THE MORE STRINGENT PROVISIONS SHALL GOVERN.
11. STRUCTURAL SPECIFICATIONS AND DRAWINGS FOR THIS WORK HAVE BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED LATERAL DESIGN PRACTICE TO MEET MINIMUM REQUIREMENTS OF THE LATEST EDITION OF THE ORSC.
12. SPECIFICATIONS AND DRAWINGS INDICATE FINISHED STRUCTURE. BUILDER SHALL BE RESPONSIBLE FOR CONSTRUCTION METHODS, PROCEDURES, AND CONDITIONS (INCLUDING SAFETY), EXCEPT AS SPECIFICALLY INDICATED OTHERWISE IN THE CONTRACT DOCUMENTS
13. CONSTRUCTION LOADS SHALL NOT OVERLOAD STRUCTURE NOR SHALL THEY BE IN EXCESS OF DESIGN LOADINGS INDICATED ON DRAWINGS.
14. BUILDER SHALL VERIFY ALL MATERIALS, DIMENSIONS, AND CONDITIONS SHOWN ON STRUCTURAL DRAWINGS OR NOTED IN STRUCTURAL SPECIFICATIONS. ANY VARIANCES WITHIN STRUCTURAL DRAWINGS AND SPECIFICATIONS, OR WITHIN CONDITIONS ENCOUNTERED AT JOB SITE, SHALL BE REPORTED TO OWNER IN WRITING BEFORE COMMENCEMENT OF ANY WORK EFFECTED BY SUCH VARIANCE.
15. BUILDER SHALL RIGIDLY ADHERE TO ALL LAWS, CODES, AND ORDINANCES WHICH APPLY TO THIS WORK. HE SHALL NOTIFY AND RECEIVE CLARIFICATION FROM OWNER IN WRITING OF ANY VARIATIONS BETWEEN CONTRACT DOCUMENTS AND GOVERNING REGULATIONS.
16. ALL MANUFACTURED MATERIALS, COMPONENTS, FASTENERS, ASSEMBLIES, ETC. SHALL BE HANDLED AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND PROVISIONS OF APPLICABLE ICBO RESEARCH RECOMMENDATIONS. WHERE SPECIFIC MANUFACTURED PRODUCTS ARE CALLED FOR, GENERIC EQUALS WHICH MEET APPLICABLE STANDARDS AND SPECIFICATIONS MAY BE USED.
17. NO VARIANCE BY A BUILDING OFFICIAL SHALL BE BINDING ON DESIGNERS.
18. BUILDER SHALL INVESTIGATE SITE DURING CLEARING AND EARTHWORK OPERATIONS FOR FILLED EXCAVATIONS OR BURIED STRUCTURES SUCH AS CESS POOLS, CISTERNS, FOUNDATIONS, ETC. IF ANY SUCH ITEMS ARE FOUND, OWNER SHALL BE NOTIFIED IMMEDIATELY.
19. CARBON MONOXIDE DETECTORS SHALL BE PROVIDED IN ANY HOME WITH A GAS APPLIANCE. ONE SHALL BE LOCATED WITHIN EACH BEDROOM OR WITHIN 15' OR OF EACH BEDROOM DOOR. BEDROOMS ON SEPARATE FLOORS REQUIRE SEPARATE DETECTORS.
20. DISCHARGE COOKTOP RANGE VENT DUCTED TO OUTSIDE AIR WITH MIN 150 CFM INTERMITTENT RATED FAN.

FOUNDATION NOTES

1. FOOTINGS ARE TO BEAR ON UNDISTURBED LEVEL SOIL DEVOID OF ANY ORGANIC MATERIAL AND STEPPED AS REQUIRED TO MAINTAIN THE REQUIRED DEPTH BELOW THE FINAL GRADE.
2. SOIL BEARING PRESSURE ASSUMED TO BE 1500 PSF.
3. ANY FILL UNDER GRADE SUPPORTED SLABS TO BE A MINIMUM OF 4' GRANULAR MATERIAL COMPACTED TO 95%.
4. CONCRETE TO DEVELOP A MIN. OF 2500 PSI AT 28 DAYS WITH A MIN. OF 6 SACKS OF CEMENT PER YARD AND A MAXIMUM SLUMP OF 4'.
5. CONCRETE SLABS TO HAVE CONTROL JOINTS AT 25' (MAXIMUM) INTERVALS EA. WAY.
6. CONCRETE SIDEWALKS TO HAVE 3/4" TOOLED JOINTS AT 5' O.C. (MINIMUM)
7. REINFORCING STEEL TO BE A-615 GRADE 60. WELDED WIRE MESH TO BE A-185.
8. EXCAVATE THE SITE TO PROVIDE A MINIMUM OF 18" CLEARANCE UNDER ALL GIRDERS.
9. COVER ENTIRE CRAWLSPACE WITH 6 MIL BLACK "VISQUEEN" AND EXTEND UP THE STEMWALL 12" (MIN)
10. PROVIDE A MINIMUM OF 1 SQ FT OF VENTILATION AREA FOR EACH 150 SQ FT OF CRAWLSPACE AREA. VENTS SHALL HAVE 1/4" OPENINGS IN CORROSIVE RESISTANT SCREEN.
11. ALL WOOD IN CONTACT WITH CONCRETE TO BE PRESSURE TREATED OR PROTECTED WITH 30# ROLL ROOFING.
12. BEAM POCKETS IN CONCRETE TO HAVE 1/2" AIRSPACE AT SIDES AND ENDS WITH A MINIMUM BEARING OF 3".
13. PROVIDE CRAWLSPACE DRAIN AS PER SEC. R405.1 OF ORSC
14. THE GRADE AWAY FROM AND WALLS SHALL FALL 6" MIN. WITHIN FIRST 10'.
15. SLOPE FOR PERMANENT FILLS AND CUT SLOPES SHALL NOT EXCEED 2 UNITS HORIZ. TO 1 UNIT VERT.
16. BACKFILL SHALL NOT BE PLACED UNTIL WALL HAS SUFFICIENT STRENGTH AND HAS BEEN ANCHORED TO FLOOR ABOVE OR WALLS W/ MORE THAN 4' UNBALANCED BACKFILL.
17. BUILDER SHALL BE RESPONSIBLE FOR SUPPORT OF ALL TEMPORARY EMBANKMENTS AND EXCAVATIONS.
18. FOOTINGS SHALL BE FOUNDED ON FIRM, UNDISTURBED, NATIVE, FREE DRAINING SOILS. CONDITIONS FOUND TO BE OTHERWISE SHALL BE REPORTED TO OWNER.
19. ALL GROUND OVER WHICH FOOTINGS AND SLABS-ON-GRADE ARE TO BE PLACED SHALL BE FREE OF EXPANSIVE OR COMPRESSIBLE DEBRIS AND ORGANIC MATERIAL.
20. FOOTINGS AND SLABS-ON-GRADE CONCRETE SHALL NOT BE PLACED ON MUDDY OR FROZEN GROUND. SUB-GRADE FOR SLABS-ON-GRADE WHERE VAPOR BARRIER IS NOT REQUIRED SHALL BE DAMP AT TIME OF CONCRETE PLACEMENT.
21. WOOD SOLE PLATES AT ALL EXTERIOR WALLS ON MONOLITHIC SLABS, AT ALL INTERIOR BRACE WALL PANELS ON MONOLITHIC SLABS AND AT ALL WOOD SILL PLATES SHALL BE ANCHORED TO THE FOUNDATION WITH MIN ½"x12"J BOLTS AT 6' O.C. A 0.229"x3"x3" WASHER SHALL BE TIGHTENED ON EACH ANCHOR BOLT. INSTALL MIN (2) BOLTS AT THE MIDDLE THIRD POINTS OF EACH PLATE.

FRAMING NOTES

1. ALL EXTERIOR WALL AND BEARING WALL OPENINGS TO HAVE D.F.#2 4x12 HEADER, OTHERWISE KNOWN AS "STD HDR" OR "STANDARD HEADER" UNLESS OTHERWISE INDICATED
2. JOISTS THAT ARE ATTACHED TO FLUSH BEAMS ARE TO BE HUNG WITH "SIMPSON" LUS TYPE OR EQUIV.
2b. DOUBLE JOISTS THAT ARE ATTACHED TO FLUSH BMS ARE TO BE HUNG WITH "SIMPSON" LUS TYPE OR EQUIV.
3. PROVIDE DOUBLE JOISTS UNDER ALL PARALLEL PARTITIONS OVER.
4. PROVIDE FIREBLOCKING, DRAFTSTOPS & FIRESTOPS AS PER THE ORSC SEC R602.8

5. LUMBER SPECIES:

A. POSTS, BEAMS, HEADERS	NO.1 DOUG FIR
JOISTS AND RAFTERS	NO.2 DOUG FIR
B. SILLS, PLATES, BLOCKING	
BRIDGING, ETC.	STUD GRADE D.F.
C. STUDS	UTILITY GRADE D.F.
D. FOAT AND BEAM DECKING	3/4" CDX PLY, 32/16
E. PLYWOOD SHEATHING	PS-2-2400, DRY ADH.
F. GLU-LAM BEAMS	

6. NAILING SCHEDULE SEE TABLE 602.3(1)
7. NOTCHES IN SOLID LUMBER JOISTS, RAFTERS, AND BEAMS SHALL NOT EXCEED ONE-SIXTH OF THE DEPTH OF THE MEMBER, SHALL NOT BE LONGER THAN ONE-THIRD OF THE DEPTH OF THE MEMBER AND SHALL NOT BE LOCATED IN THE MIDDLE ONE-THIRD OF THE SPAN. NOTCHES AT THE ENDS OF THE MEMBER SHALL NOT EXCEED ONE-FOURTH THE DEPTH OF THE MEMBER. THE TENSION SIDE OF MEMBERS 4" (102mm) OR GREATER IN NOMINAL THICKNESS SHALL NOT BE NOTCHED EXCEPT AT ENDS OF THE MEMBERS. THE DIAMETER OF HOLES BORED OR CUT INTO MEMBERS SHALL NOT EXCEED ONE-THIRD THE DEPTH OF THE MEMBER. HOLES SHALL NOT BE CLOSER THAN 2" TO THE TOP OR BOTTOM OF THE MEMBER, OR TO ANY OTHER HOLE LOCATED IN THE MEMBER. WHERE THE MEMBER IS ALSO NOTCHED, THE HOLE SHALL NOT BE CLOSER THAN 2" (51mm) TO THE NOTCH.
8. STUDS IN AN EXTERIOR WALL OR LOAD-BEARING PARTITIONS SHALL BE PERMITTED TO BE CUT OR NOTCHED TO A DEPTH NOT EXCEEDING 25% OF ITS WIDTH. STUDS IN NON-LOAD-BEARING PARTITIONS SHALL BE PERMITTED TO BE NOTCHED TO A DEPTH NOT TO EXCEED 40% OF A SINGLE STUD WIDTH. STUDS SHALL BE PERMITTED TO BE BORED OR DRILLED, PROVIDED THAT THE DIAMETER OF THE RESULTING HOLE IS NO GREATER THAN 40% OF THE STUD WIDTH, THE EDGE OF THE HOLE IS NO CLOSER THAN 5/8" (15.9mm) TO THE EDGE OF THE STUD, AND THE HOLE IS NOT LOCATED IN THE SAME SECTION AS A CUT OR NOTCH.
9. INSTALL ALL HORIZONTAL MEMBERS WITH CROWN UP.
10. ALL MEMBERS IN BEARING WALLS BE ACCURATELY CUT AND ALIGNED SO THAT FULL BEARING IS PROVIDED WITHOUT USE OF SHIMS. BEARING POSTS SHALL HAVE FULL BLOCKING OR SUPPORT UNDER.
11. ALL JOISTS SHALL HAVE A MINIMUM OF 2" BEARING AT SUPPORTS. LAPPING JOISTS SHALL HAVE 6" LAPS CENTERED OVER INTERIOR SUPPORTS.
12. LEDGERS AND STUD-BEARING SILL PLATES SHALL BE BOLTED TO CONCRETE W/ ANCHOR BOLTS OF SIZE AND MINIMUM SPACING AS SHOWN ON DRAWINGS. AT LEAST TWO BOLTS SHALL BE PROVIDED FOR EACH PIECE W/ ONE BOLT WITHIN 12" OF EACH END.
13. ALL PLYWOOD WALL SHEATHING SHALL BE APPLIED AS FOLLOWS: CENTER VERTICAL JOINTS OVER STUDS AND CENTER HORIZONTAL JOINT OVER 2" BLOCKING OR PLATE. NAIL TOP OF PANELS TO DOUBLE TOP PLATE, AND NAIL BOTTOM OF PANELS TO ANCHORED SILL PLATE. APPLY GYPSUM BOARD SO THAT END JOINTS OF ADJACENT COURSE DO NOT OCCUR AT THE SAME STUD.

SECTION N1107
LIGHTING

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

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

R324.1.3 SOLAR INTERCONNECTION PATHWAY

A SQUARE METAL JUNCTION BOX NOT LESS THAN 4 INCHES BY 4 INCHES WITH A METAL BOX COVER SHALL BE PROVIDED WITHIN 24 INCHES HORIZONTALLY OR VERTICALLY OF THE MAIN ELECTRICAL PANEL. A MINIMUM ¾ INCH NONFLEXIBLE METAL RACEWAY SHALL EXTEND FROM THE JUNCTION BOX TO A CAPPED ROOF TERMINATION OR TO AN ACCESSIBLE LOCATION IN THE ATTIC WITH A VERTICAL CLEARANCE NOT LESS THAN 36 INCHES. WHERE RACEWAY TERMINATES IN THE ATTIC, THE TERMINATION SHALL BE LOCATED NOT LESS THAN 6 INCHES ABOVE THE INSULATION. THE END OF THE RACEWAY SHALL BE MARKED AS, "RESERVED FOR SOLAR".
TWO BLANK SPOTS IN THE ELECTRICAL PANEL SHALL BE RESERVED FOR SOLAR

TRUSS NOTE

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

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

HVAC NOTE

EACH HVAC SYSTEM SHALL BE PROVIDED WITH AT LEAST ONE THERMOSTAT FOR THE REGULATION OF TEMPERATURE PER N1109.4.1

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

THE THERMOSTAT SHALL MEET "ENERGY STAR" SMART THERMOSTAT CRITERIA WITH MIN. CONTROL FEATYRE OF EITHER INTEGRAL OCCUPANCY OR GEOFENCING OR APPROVED EQUIVELANT

ELECTRICAL REQUIREMENTS

LIGHTING REQUIREMENTS:
AT LEAST ONE WALL SWITCH-CONTROLLED LIGHTING OUTLET SHALL BE INSTALLED IN EVERY HABITABLE ROOM AND IN BATHROOMS, HALLWAYS, STAIRWAYS, ATTACHED GARAGES, DETACHED GARAGES PROVIDED WITH ELECTRICAL POWER AND AT THE EXTERIOR SIDE OF EGRESS DOORS.

STAIRWAY LIGHTING CONTROL:
ALL INTERIOR AND EXTERIOR STAIRWAYS SHALL BE PROVIDED WITH A MEANS OF ILLUMINATION TO THE STAIR, INCLUDING THE LANDINGS AND TREADS, TO BE CONTROLLED BY A WALL SWITCH AT EACH FLOOR LEVEL. INTERIOR STAIRS SHALL BE PROVIDED WITH AN ARTIFICIAL LIGHT SOURCE LOCATED IN THE IMMEDIATE VICINITY OF EACH LANDING AT THE TOP AND BOTTOM OF THE STAIR. EXTERIOR STAIRS SHALL BE PROVIDED WITH AN ARTIFICIAL LIGHT SOURCE LOCATED IN THE IMMEDIATE VICINITY OF THE TOP LANDING OF THE STAIR. EXCEPTION: WHERE THE DIFFERENCE BETWEEN FLOOR LEVELS REQUIRES LESS THAN 6 STAIR RISERS.

FIXTURES IN CLOTHES CLOSETS:
SURFACE MOUNTED FLUORESCENT FIXTURES SHALL BE INSTALLED ON THE WALL ABOVE THE DOOR OR ON THE CEILING, PROVIDED THERE IS A MINIMUM CLEARANCE OF 6" BETWEEN THE FIXTURE AND THE NEAREST POINT OF A STORAGE SPACE.

WET OR DAMP LOCATIONS:
FIXTURES INSTALLED IN WET OR DAMP LOCATIONS SHALL BE INSTALLED SO THAT WATER CANNOT ENTER OR ACCUMULATE IN WIRING COMPARTMENTS, LAMPHOLDERS OR OTHER ELECTRICAL PARTS. ALL FIXTURES INSTALLED IN WET LOCATIONS SHALL BE MARKED "SUITABLE FOR WET LOCATIONS". ALL FIXTURES INSTALLED IN DAMP LOCATIONS SHALL BE MARKED "SUITABLE FOR WET LOCATIONS" OR "SUITABLE FOR DAMP LOCATIONS"

LIGHT SWITCH ACCESS:
ALL SWITCHES SHALL BE LOCATED TO ALLOW OPERATION FROM A READILY ACCESSIBLE LOCATION.

RECEPTACLE OUTLET REQUIREMENTS:
IN EVERY KITCHEN, FAMILY ROOM, DINING ROOM, LIVING ROOM, DEN, BEDROOM, OR SIMILAR ROOM OR AREA OF DWELLING UNITS, RECEPTACLE OUTLETS SHALL BE INSTALLED SO THAT NO POINT ALONG THE FLOOR LINE IN ANY WALL SPACE IS MORE THAN 6 FEET, MEASURED HORIZONTALLY FROM AN OUTLET IN THAT SPACE, INCLUDING ANY WALL SPACE THAT IS 2 FEET OR MORE IN WIDTH.

KITCHENS:
RECEPTACLE OUTLETS, WITH GFI PROTECTION, SHALL BE INSTALLED EVERY 24" ON ALL COUNTER SPACES THAT MEASURE 12" OR WIDER

BATHROOMS:
AT LEAST ONE WALL RECEPTACLE OUTLET, WITH GFI PROTECTION, SHALL BE INSTALLED IN BATHROOMS ADJACENT TO EACH BASIN LOCATION.

OUTDOORS:
AT LEAST ONE RECEPTACLE OUTLET, WITH GFI PROTECTION, SHALL BE INSTALLED OUTDOORS AT THE FRONT AND BACK OF EACH DWELLING UNIT HAVING DIRECT ACCESS TO GRADE.

HALLWAYS:
HALLWAYS OF 10 FEET OR MORE IN LENGTH SHALL HAVE AT LEAST ONE RECEPTACLE OUTLET.

HVAC EQUIPMENT:
A CONVENIENCE RECEPTACLE OUTLET SHALL BE INSTALLED FOR THE SERVICING OF HEATING, AIR-CONDITIONING AND REFRIGERATION EQUIPMENT LOCATED IN ATTICS AND CRAWL SPACES.

WET LOCATIONS:
A RECEPTACLE INSTALLED IN A WET LOCATION SHALL BE IN A WEATHER PROOF ENCLOSURE, THE INTEGRITY OF WHICH IS NOT AFFECTED WHEN THE ATTACHMENT PLUG CAP IS INSERTED.

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

E37-404 SWITCHES
E37-406 RECEPTACLE OUTLETS
E37-410 LIGHTING OUTLETS

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

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

TABLE N1101.1(1)
PERSCRIPTIVE ENVELOPE REQUIREMENTS

BUILDING COMPONENT	MIN. REQUIRED VALUE
WALL INSULATION- ABOVE GRADE	R-21 INTERMEDIATE c
WALL INSULATION- BELOW GRADE e	R-15 c, I/R21
FLAT CEILINGS f	R-49
VAULTED CEILINGS g	R-30 RAFTER OR R-30# gh SCISSOR TRUSS
UNDERFLOORS	R-30
SLAB EDGE PERIMETER m	R-15
HEATED SLAB INTERIOR l	R-10
WINDOWS J	U-0.27
SKYLIGHTS	U-0.50
EXTERIOR DOORS k	U-0.20

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

a. As allowed in Section N1101.4, thermal performance of a component may be adjusted provided that overall heat loss does not exceed the total resulting from conformance to the required U-value standards. Calculation to document equivalent heat loss shall be performed using the procedure and approved U-values contained in Table N1104.1(1).

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

c. Wall insulation requirements apply to all exterior wood framed, concrete or masonry walls that are above grade. This includes cripple walls and rim joist areas. Nominal compliance with R-21 insulation and Intermediate Framing (N1104.5.2.) with insulated headers.

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

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

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

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

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

j. Sliding glass doors shall comply with window performance requirements. Windows exempt from testing in accordance with Sections NF1112, Item 3 shall comply with window performance requirements if constructed with thermal break aluminum or wood, or vinyl, or fiberglass frames and double pane glazing with low-emissivity coatings of 0.12 or less. Buildings designed to incorporate passive solar elements may include glazing with a U-factor greater than 0.35 by using Table N1104.1(1) to demonstrate equivalence to building envelope requirements.

k. A maximum of 28 square feet of exterior door area per dwelling unit can have a U-factor of .54 or less.

l. Minimum 24 inch horizontal or vertical below grade

TABLE N1101.1(2) ADDITIONAL MEASURES

1	HIGH EFFECIENCY HVAC SYSTEM: a a. GAS FIRED FURNACE OR BOILER AFUE 94% OR b. AIR SOURCED HEAT PUMP HSPF 10/14.0 SEER COOLING, OR c. GROUND SOURCED HEAT PUMP COP 3.5 OR ENERGY STAR RATED
2	HIGH EFFECIENCY WATER HEATING SYSTEM: a NATURAL GAS / PROPANE WATER HEATER WITH UEF 0.90 OR b. ELECTRIC HEAT PUMP WATER HEATER WITH MINIMUM EUF 3.45 OR c. NATURAL GAS/PROPANE TANKLESS/INSTANTANEOUS HEATER WITH MIN. 0.80 UEF AND DRAIN WATER HEAT RECOVERY UNIT INSTALLED ON MIN OF ONE SHOWER/TUB-SHOWER.
3	WALL INSULATION UPGRADE: EXTERIOR WALLS = U-0.045/R-21 CONVENTIONAL FRAMING WITH R-5.0 CONTINUOUS INSULATION
4	ADVANCED ENVELOPE: WINDOWS = U-0.21 (AREA WEIGHTED AVERAGE) AND FLAT CEILINGS b = U-0.017/R-60 AND FRAMED FLOORS = U-0.026/R-38 OR SLAB EDGE INSULATION TO F-0.48 OR LESS (R-10 FOR 48", R-15 FOR 36" OR R-5 FULLY INSULATED SLAB)
5	DUCTLESS HEAT PUMP: DWELLING UNITS WITH ALL ELECTRIC HEAT a. PROVIDE DUCTLESS HAT PUMP OF MIN HSPF 10.0 OR HSPF2 9.0 IN PRIMARY ZONE REPLACES ZONAL HEAT SOURCES AND b. PROVIDE PROGRAMMABLE THERMOSTAT FOR ALL HEATERS IN BEDROOMS
6	HIGH EFFECIENCY THERMAL ENVELOPE UA c PROPOSED UA IS 8% LOWER THAN THE CODE UA
7	2.7Ts ACH AIR LEAKAGE CONTROL AND EFFECIENT VENTILATION: ACHIEVE A MAXIMUM OF 2.7Ts ACH-50 WHOLE-HOUSE AIR LEAKAGE WHEN THIRD-PARTY TESTED AND PROVIDE A WHOLE-HOUSE VENTILATION SYSTEM, INCLUDING HEAT RECOVERY WITH A MINIMUM SENSIBLE HEAT RECOVERY EFFICIENCY OF NOT LESS THAN 66 PERCENT AND TOTAL FAN EFFICACY OF 1.6 CFM/WATT (COMBINED INPUT FOR SUPPLY AND EXHAUST)

FOR SI: 1 SQUARE FOOT = 0.093 M(2) , 1 WATT PER SQUARE FOOT = 10.8 W/M(2)

a. Appliances located within the building thermal envelope shall have sealed combustion air installed. Combustion air shall be ducted directly from the outdoors.
b. The maximum vaulted ceiling surface area shall not be greater than 50 percent of the total heated space floor area unless vaulted area has a u-factor greater than u-0.026.
c. In accordance with table N1104.1(1), the Proposed UA total of the Proposed Alternative Design shall be a minimum of 8 percent less than the code UA total of the Standard Base Case.

FLOOR PLAN NOTES

1. EACH BEDROOM TO HAVE A MINIMUM WINDOW OPENING OF 5.7 SQ FT WITH A MIN. WIDTH OF 20" AND A MIN. HEIGHT OF 24" AND A SILL LESS THAN 44" OFF THE FLOOR.
2. ALL WINDOWS WITHIN 18" OF THE FLOOR AND WITHIN 24" OF ANY DOOR ARE TO HAVE TEMPERED GLAZING. SEE SECTION R308.4 IN ORSC FOR ADDITIONAL INFO.
3. SKYLITES ARE TO BE GLAZED WITH TEMPERED GLASS ON OUTSIDE AND LAMINATED GLASS ON INSIDE (UNLESS PLEXIGLAS). GLASS TO HAVE MAXIMUM CLEAR SPAN OF 25". SKYLITE FRAME IS TO BE ATTACHED TO A 2 X CURB WITH MINIMUM OF 4" ABOVE ROOF PLANE.
4. ALL TUB OR SHOWER ENCLOSURES ARE TO BE GLAZED WITH SAFETY GLAZING.
5. ALL EXTERIOR WINDOWS ARE TO BE DOUBLE GLAZED AND ALL EXTERIOR DOORS ARE TO BE SOLID CORE WITH WEATHERSTRIPPING. PROVIDE 1/2" DEADBOLT LOCKS ON ALL EXTERIOR DOORS AND LOCKING DEVICES ON ALL DOORS OR WINDOWS WITHIN 10' (VERTICAL) OF GRADE. PROVIDE PEEP-HOLE @ 54" - 66" ABOVE FLOOR ON EXTERIOR DOORS.
6. PROVIDE COMBUSTION AIR VENTS (W/ SCREEN AND BLACK DAMPER) FOR FIREPLACES, WOOD STOVES AND ANY APPLIANCES WITH AN OPEN FLAME.
7. BATHROOMS AND UTILITY ROOMS ARE TO BE VENTED TO THE OUTSIDE WITH A MINIMUM OF A 90 CFM FAN INTERMITTENT AND CONTROLLED BY A DE-HUMIDISTAT, TIMER OR SIMILAR MEANS OF CONTROL. RANGE HOODS ARE ALSO TO BE VENTED TO OUTSIDE @ 150 CFM INTERMITTENT.

NOTES SHEET

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SHEET:NOTES

DATE:9/2019

N1

TABLE 602.3(1) FASTENER SCHEDULE FOR STRUCTURAL MEMBERS

ITEM	DESCRIPTION OF BUILDING ELEMENTS	NO. & TYPE OF FASTENER [a,b,c]	SPACING AND LOCATION
	Roof		
1	Blocking between ceiling joists, rafters or trusses to top plate or other framing below	4-8d box (2½"x0.113") or 3-8d common (2½"x0.131") or 3-10d box (3"x0.128") or 3-3"x0.131" nails	Toe nail
	Blocking between rafters or truss not at the wall top plates, to rafter or truss	2-8d common (2½"x0.113") or 2-3"x0.131" nails	Each end toe nail
		2-16d common (3½"x0.162") or 3-3"x0.131" nails	End nail
	Flat blocking to truss and web filler	16d common (3½"x0.162") or 3"x0.131" nails	6" o.c. face nail
2	Ceiling joists to top plate	4-8d box (2½"x0.113") or 3-8d common (2½"x0.131") or 3-10d box (3"x0.128") or 3-3"x0.131" nails	Per joist, toe nail
3	Ceiling joists not attached to parallel rafter, laps over partitions (see Sections R802.5.2 and Table R802.5.2)	4-10d box (3"x0.128") or 3-16d common (3½"x0.162") or 4-3"x0.131" nails	Face nail
4	Ceiling joists attached to parallel rafter, heel joint (see Sections R802.5.2 and table R802.5.2)	Table R802.5.2	Face nail
5	Collar tie to rafter, face nail	4-10d box (2½"x0.128") or 3-10d common (3"x0.148") or 4-3"x0.131" nails	Face nail each rafter
6	Rafter or roof truss to plate	3-16d box (3½"x0.135") or 3-10d common (3"x0.148") or 4-10d box (3"x0.128") or 4-3"x0.131" nails	2 toe nails on one side and 1 toe nail on opposite side of each rafter or truss
7	Roof rafters to ridge, valley or hip rafters or roof rafter to minimum 2" ridge beam	4-16d box (3½"x0.135") or 3-10d common (3"x0.148") or 4-10d box (3"x0.128") or 4-3"x0.131" nails	Toe nail
		3-16d box (3½"x0.135") or 2-16d common (3½"x0.162") or 3-10d box (3"x0.128") or 3-3"x0.131" nails	End nail
	Wall		
8	Stud to stud (not at braced wall panels)	16d common (3½"x0.162")	24" o.c. face nail
		10d box (3½"x0.128") or 3"x0.131" nails	16" o.c. face nail
9	Stud to stud and abutting studs at intersecting wall corners (at braced wall panels)	16d box (3½"x0.135") 3"x0.131" nails	12" o.c. face nail
		16d box (3½"x0.162")	16" o.c. face nail
10	Built up header (2" to 2" header with ½" spacer)	16d common (3½"x0.162")	16" o.c. each edge face nail
		16d box (3½"x0.135")	12" o.c. each edge face nail
11	Continuous header to stud	5-8d box (2½"x0.113") or 4-8d common (2½"x0.131") or 4-10d box (3"x0.128")	Toe nail
12	Adjacent full-height stud to end of header	4-16d box (3½"x0.135") or 3-16d common (3½"x0.162") or 4-10d box (3"x0.128") or 4-3"x0.131" nails	Toe nail
13	Top plate to top plate	16d common (3½"x0.162")	16" o.c. face nail
		10d box (3½"x0.128") or 3"x0.131" nails	12" o.c. face nail
14	Double top plate splice	8-16d common (3½"x0.162") or 12-16d box (3½"x0.135") or 12-10d box (3"x0.128") or 12-3"x0.131" nails	Face nail on each side of end joint (minimum 24" lap splice length each side of end joint)
15	Bottom plate to joist, rim joist, band joist, solid deck or blocking (not at braced wall panel)	16d common (3½"x0.162")	16" o.c. face nail
		16d box (3½"x0.135") or 3"x0.131" nails	12" o.c. face nail
	Roof		
16	Bottom plate to joist, rim joist, band joist, or blocking (at braced wall panel)	3-16d box (3½"x0.135") or 2-16d common (3½"x0.162") or 4-3"x0.131" nails	16" o.c. face nail
17	Top or bottom plate to stud	4-8d box (2½"x0.113") or 3-16d box (3½"x0.135") or 4-8d common (2½"x0.131") or 4-10d box (3"x0.128") or 4-3"x0.131" nails	Toe nail
		3-16d box (3½"x0.135") or 2-16d common (3½"x0.162") or 3-10d box (3"x0.128") or 3-3"x0.131" nails	End nail
18	Top plates, laps at corners and intersections	3-10d box (3"x0.128") or 2-16d common (3½"x0.162") or 3-3"x0.131" nails	Face nail
19	1" brace to each stud and plate	3-8d box (2½"x0.113") or 2-8d common (2½"x0.131") or 2-(3"x0.131") or 2-10d box (3"x0.128") or	Face nail
20	1"x6" sheathing to each bearing	3-8d box (2½"x0.113") or 2-8d common (2½"x0.131") or 2-10d box (3"x0.128") or 2 staples, 1" crown, 16 ga., ⅞"	Face nail
21	1"x8" and wider sheathing to each bearing	3-8d box (2½"x0.113") or 3-8d common (2½"x0.131") or 3-10d box (3"x0.128") or 3 staples, 1" crown, 16 ga., ⅞"	Face nail
		Wider than 1"x8" 4-8d box (2½"x0.113") or 3-8d common (2½"x0.131") or 3-10d box (3"x0.128") or 4 staples, 1" crown, 16 ga., ⅞"	

TABLE 602.3(1) FASTENER SCHEDULE FOR STRUCTURAL MEMBERS

ITEM	DESCRIPTION OF BUILDING ELEMENTS	NO. & TYPE OF FASTENER [a,b,c]	SPACING AND LOCATION
	Floor		
22	Joist to sill, top plate or girder	4-8d box (2½"x0.113") or 3-8d common (2½"x0.131") or 3-10d box (3"x0.128") or 3"x0.131" nails	Toe nail
		8d box (2½"x0.113")	4" o.c. toe nail
23	Rim joist, band joist or blocking to sill or top plate (roof applications also)	8d common (2½"x0.131") or 10d box (3"x0.128") or 3"x0.131" nails	6" o.c. toe nail
24	1"x6" subfloor or less to each joist	3-8d box (2½"x0.113") or 2-8d common (2½"x0.131") or 3-10d box (3"x0.128") or 2 staples, 1" crown, 16 ga., ⅞"	Face nail
25	2" subfloor to joist or girder	3-16d box (3½"x0.135") or 2-16d common (3½"x0.162")	Blind and face nail
26	2" planks (plank and beam - floor and roof)	3-16d box (3½"x0.135") or 2-16d common (3½"x0.162")	At each bearing, face nail
27	Band or rim to joist	3-16d common (3½"x0.162") or 4-10d box (3"x0.128") or 4-3"x0.131" nails or 4-3"x14 ga. staples, 7/16 " crowns	End nail
28	Built-up girders and beams, 2 inch lumber layers	20d common (4"x0.192")	Nail each layer as follows: 32" o.c. at top and bottom, staggered
		10d box (3"x0.128") or 3-3"x0.131" nails	24" o.c. face nail at top and bottom staggered on opposite sides
		And: 2-20d common (4"x0.192") or 3-10d box (3"x0.128") or 3-3"x0.131" nails	Face nail at ends and at each splice
29	Ledger strip supporting joists or rafters	4-16d box (3½"x0.135") or 3-16d common (3½"x0.162") or 4-10d box (3"x0.128") or 3-3"x0.131" nails	At each joist or rafter, face nail
30	Bridging or blocking to joist, rafter or truss	2-10d (3"x0.128") or 2-8d common (2½"x0.131" or 2-3"x0.131") nails	Each end, toe nail

ITEM	DESCRIPTION OF BUILDING ELEMENTS	NO. & TYPE OF FASTENER [a,b,c]	SPACING OF FASTENERS: Edges (inches)[h]	SPACING OF FASTENERS: Intermediate supports[c,e] (inches)
	Wood structural panels, subfloor, roof and interior wall sheathing to framing and particleboard wall sheathing to framing. (see table R602.3(3) for wood structural panel exterior wall sheathing to wall framing			
31	3/8 " - 1/2 "	6d common or deformed (2"x0.113"x0.266" head) or 3 ⅜"x0.133"x0.266" head nail (subfloor, wall) [i]	6	6[f]
		8d common (2"x0.131") nail (roof) or rsrs-01 (2⅜"x0.113" nail (roof)[d]	6	6[f]
32	19/32 " - 3/4 "	8d common (2-2½"x0.131" nail (subfloor, wall)	6	12
		8d common (2½"x0.131" nail (roof) or RSRS-01 (2⅜"x0.113") nail (roof)[d]	6	6[f]
		Deformed 2⅜"x0.113"x0.266" head (wall or subfloor	6	12
33	7/8 " - 1 1/4 "	10d common (3"x0.148") nail or (2½"x0.131"x0.281" head) deformed nail	6	12
	Other wall sheathing[g]			
34	1/2 " structural cellulosic fiberboard sht'g	1 ½"x0.120" galvanized roofing nail, 7/16 " head diameter, or 1¼" long crown staple 16 ga. with 7/16" or 1" crown	3	6
35	25/32 " structural cellulosic fiberboard sht'g	1 ¾" galvanized roofing nail, 7/16 " head diameter, or 1¼" long crown staple 16 ga. with 7/16" or 1" crown	3	6
36	1/2 " gypsum sheathing	1 ½"x0.120 galvanized roofing nail, 7/16" head dia. or 1¼" long 16 ga. staple galvanized, 1½" long, 7/16" or 1" crown or ⅝" screws, Type W or S	7	7
37	5/8 " gypsum sheathing	1 ¾"x0.120 galvanized roofing nail, 7/16" head dia. or 1¼" long 16 ga. staple galvanized, 1½" long, 7/16" or 1" crown or 1¼" screws, Type W or S	7	7
	Wood structural panels, combination subfloor underlayment to framing			
38	3/4 " and less	deformed (2"x0.113") or deformed (2"x0.120") nail or 8d common (2½"x0.131") nail	6	12
39	7/8 " - 1 "	8d common (2½"x0.131") nail or deformed (2½"x0.131") or deformed (2½"x0.120") nail	6	12
40	1 1/8 " - 1 1/4 "	10d common (3"x0.148") nail or deformed (2½"x0.131") or deformed (2½"x0.120") nail	6	12

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

a. NAILS ARE SMOOTH-COMMON, BOX OR DEFORMED SHANKS EXCEPT WHERE OTHERWISE STATED. NAILS USED FOR FRAMING AND SHEATHING CONNECTIONS ARE CARBON STEEL AND SHALL HAVE MINIMUM AVERAVE BENDING YIELD STRENGTHS AS SHOWN: 80 ksi FOR SHANK DIAMETER OF Ø.192 INCH (20d COMMON NAILS), 90 ksi FOR SHANK DIAMETERS LARGER THAN Ø.142 INCH BUT NOT LARGER THAN Ø.177 INCH, AND 100 ksi FOR SHANK DIAMETERS OF Ø.142 INCH OR LESS. CONNECTIONS USING NAILS AND STAPLES OF OTHER MATERIALS, SUCH AS STAINLESS STEEL, SHALL BE DESIGNED IN ACCORDANCE WITH SECTION R301.1.3 OR APPROVED UNDER SECTION R104.11

b. RSRS-01 IS A ROOF SHEATHING RING SHANK NAIL MEETING THE SPECIFICATIONS IN ASTM F 1667

c. NAILS SHALL BE SPACED AT NOT MORE THAN 6 INCHES O.C. AT ALL SUPPORTS WHERE SPANS ARE 48 INCHES OR GREATER.

d. 4-FOOT-BY-8-FOOT OR 4-FOOT-BY-9-FOOT PANELS SHALL BE APPLIED VERTICALLY.

e. SPACING OF FASTENERS NOT INCLUDED IN THIS TABLE SHALL BE BASED ON TABLE 602.3(2).

f. FOR WOOD STRUCTURAL PANEL SHEATHING ATTACHED TO GABLE END ROOF FRAMING AND TO INTERMEDIATE SUPPORTS WITHIN 48 INCHES OF ROOF EDGES AND RIDGES, NAILS SHALL BE SPACED AT 4" ON CENTER WHERE THE BASIC DESIGN WIND SPEED, V, IS GREATER THAN 130 MPH IN EXPOSURE B OR GREATER THAN 110 MPH IN EXPOSURE C

g. GYPSUM SHEATHING SHALL CONFORM TO ASTM C1396 AND SHALL BE INSTALLED IN ACCORDANCE WITH AST, C1280 OR GA 253. FIBERBOARD SHEATHING SHALL CONFORM TO ASTM C208.

h. SPACING OF FASTENERS ON FLOOR SHEATHING PANEL EDGES APPLIES TO PANEL EDGES SUPPORTED BY FRAMING MEMBERS AND REQUIRED BLOCKING AND AT ALL FLOOR PERIMETERS ONLY. SPACING OF FASTENERS ON ROOF SHEATHING PANEL EDGES APPLIES TO PANEL EDGES SUPPORTED BY FRAMING MEMBERS AND REQUIRED BLOCKING. BLOCKING TO ROOF OR FLOOR SHEATHING PANEL EDGES PERPENDICULAR TO THE FRAMING MEMBERS NEED NOT BE PROVIDED EXCEPT AS REQUIRED BY OTHER PROVISIONS OF THIS CODE. FLOOR PERIMETER SHALL BE SUPPORTED BY FRAMING MEMBERS OR SOLID BLOCKING.

i. WHERE A RAFTER FASTENED TO AN ADJACENT PARALLEL CEILING JOIST IN ACCORDANCE WITH THIS SCHEDULE, PROVIDE TWO TOE NAILS ON ONE SIDE OF THE RAFTER AND TOE NAILS FROM THE CEILING JOIST TO TOP PLATE IN ACCORDANCE WITH THIS SCHEDULE. THE TOE NAIL ON THE OPPOSITE SIDE OF THE RAFTER SHALL NOT BE REQUIRED.

INSULATION SPECIFICATIONS

1. ALL EXPOSED INSULATION IS TO HAVE A FLAME SPREAD RATING OF LESS THAN 25 & A SMOKE DENSITY RATING OF LESS THAN 450.
2. PERIMETER CONC. WALLS TO BE PROTECTED W/ RIGID FIBERBOARD INSULATION FROM TOP OF CONC WALL TO NOT LESS THAN 24" BELOW GRADE.
3. SLAB EDGE INSULATION IS TO BE R-15.
4. HEATING DUCTS TO BE INSULATED W/ R-8
5. WINDOWS SHALL MEET REQUIRED U FACTORS FOR THE CONTRACTORS CHOSEN PATH OF COMPLIANCE SEE TABLE N1104.1(1)
6. ONE EXTERIOR DOOR MAY BE INSULATED TO A U-FACTOR OF 0.20. ALL OTHER EXTERIOR DOORS MAY NOT EXCEED 0.54.

TRUSS NOTE

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

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

NOTES SHEET

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

SHEET: NOTES

DATE: 05/2025

N2

CITY OF CLARKSTON

ITEM NO: 8H

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE: Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: August 7, 2025

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

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

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

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

NEED/ IMPACT: The Alcohol Review Committee (ARC) has received and reviewed the new alcohol license application. The Committee verified that zoning compliance has been confirmed, the business license has been issued, and all required on-site inspections and measurements have been completed. Background checks have been conducted; however, staff is still awaiting the results of the fingerprint/background check, which are expected to be received prior to the August 7th City Council meeting.

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

In accordance with Chapter 3-54(d), this alcohol license application is considered a transferred grandfathered license.

The applicant (Meseret Belete) is present if Council has any questions.

RECOMMENDATIONS: N/A

ORDINANCE NO. 499

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA

By: Tomika R. Mitchell
Tomika R. Mitchell, City Clerk

Beverly H. Burks
Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

Permit #
6572

New Alcohol Beverage License Application

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

☑ New ☐ Amendment

Date: 4-14-2025

Contact Name: Penny Pistacchio Phone: 770.354.1405 penny@cstorelicensing.com

Business/Trade Name: Dillyet, LLC

D/B/A: 76 Food Mart

Business Address: 4556 E Ponce De Leon Ave, Ste A, Clarkston GA 30021

Emergency Contact Name: Meseret D. Belete Phone: [redacted]

TYPE OF BUSINESS

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

RECEIVED
JUL 11 2025
CITY OF CLARKSTON

TYPE OF LICENSE AND FEES

Retail Dealers On-Premise Consumption/Retail Dealers Package

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

FOR OFFICE USE ONLY

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

APPLICANT INFORMATION

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

Full Name: Meseret Degene Belete Date of Birth: [redacted]1982
Current Address: [redacted]

Name of Agent or Representative (if different from Applicant): Kiflom A. Gerbrerufael Dekalb Co Resident
Phone: [redacted]
Address: [redacted] DeKalb Co

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

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

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☑ Other LLC
Application only/ Submitted

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

Federal Tax ID Number: [redacted] State Tax ID Number: [redacted]

Do you own the property? ☐ Yes ☑ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) Henrico MK LLC
4725 Peachtree Corners Cir, Ste 360, Peachtree Corners, GA 30092

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

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

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

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

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

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

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

Church: See survey attached School: See survey attached

Library: See survey attached Public Recreation: See survey attached

VERIFICATION OF APPLICATION

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

Signature of Applicant or Agent

Meseret D. Belete
Print or Type Name

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

This 9th day of April, 2025.

Tomika R. Mitchell
Notary Public

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

My commission expires on: 9/13/2025

Type text here

BACKGROUND CHECK OWNERS/MANAGERS

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

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

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

Fees:
Owner/Manger Permits are $50.00 which includes processing of Criminal History record
Payment Forms: Cash or Credit Card

Name: Meseret D. Belete Date: 4-14-2025

Business: Dillyet, LLC d/b/a 76 Food Mart Title: Member/Owner/Manager

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

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

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

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

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

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For Official Use Only

City Hall:

Authorized By:_____ Date:_____ ID Paid: ☐ Yes ☐ No

Police Department:
Criminal History Record Checked? ☐ Yes ☐ No
Applicant is able to obtain Permit? ☐ Yes ☐ No, If no, please state reason for denial.

Permit No. _____

Signed By:_____ Date:_____ Name:_____
Please Print Name

ALCOHOLIC BEVERAGE PERSONNEL STATEMENT
OWNERS/MANAGERS/ASSISTANT MANAGERS

For Official Use Only
Type of License: _____

Business: _____
Address: _____
Telephone: _____

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

1. Meseret D. Belete, [redacted]
Full Name of Applicant and Address

2. Social Security Number: [redacted]

3. Driver's License Number: [redacted]

4. Date of Birth: [redacted]1982 Place of Birth: [redacted]

5. U.S. Citizen A copy of verifiable identification must be provided at the time of application. Copy of driver's license or State photo ID card.
a. ( ) by birth
b. (X) Naturalized

Date: _____ Place: _____ Court: _____
Petition Number: _____ Certificate Number: [redacted]
Derived Parent Certificate Number(s) _____
Alien Registration Number: _____
Native Country: [redacted] Date of Port Entry: 8/21/2015 - Atlanta GA

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

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

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

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

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

11. Have you ever used or been known by any other name ( ) yes (X) No

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

13. Are you registered to vote in the state of Georgia (X) yes ( ) No
County Registered Gwinnett Number of years registered 10

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

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

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

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

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

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

18. Military Service ( ) Yes (X) No List Serial Number _____ Branch of Service _____

Period of Service _____ Date of Discharge _____ Type of Discharge _____

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

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

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

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

State annual salary of applicant or the estimated annual profit or compensation derived from this business.

% based on profit

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

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

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

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

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

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

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

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

Name Andrea Yoon
Residence
Business Address [redacted]
Telephone Number Number of years known 6

Name Mike
Residence
Business Address [redacted]
Telephone Number [redacted] Number of years known 8

Name Christopher Pope
Residence
Business Address [redacted]
Telephone Number [redacted] Number of years known 5

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

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

Verification

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

Applicant's Signature (full name in ink)

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

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

This 9th day of April, 2025.

Tomika R. Mitchell
Notary Public

Seal:

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

CITY OF CLARKSTON
where possibilities grow

NON-CRIMINAL JUSTICE
APPLICANT'S PRIVACY RIGHTS

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

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

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

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

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

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

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

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

APPLICANT SIGNATURE

04-09-25
DATE

Tomika R. Mitchell
NOTARY SIGNATURE

4/9/2025
DATE

SEAL

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

CITY OF CLARKSTON

where possibilities grow

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

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

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

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

Name: Meseret Degene Belete

Signature: _____

Date: 04-09-25

Control Number : 24233634

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

Dillyet, LLC
a Domestic Limited Liability Company

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

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

Brad Raffensperger

Brad Raffensperger
Secretary of State

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 01/21/2025 13:51:40

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

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

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

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	: Meseret Belete
AUTHORIZER TITLE	: Member

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 12/20/2024 3:54:10 PM

BUSINESS INFORMATION

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

PRINCIPAL OFFICE ADDRESS

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

REGISTERED AGENT

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

ORGANIZER(S)

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

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Kiflom Gebrerufael
AUTHORIZER TITLE	Organizer

Why am I receiving this document?

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

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

What am I required to do?

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

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

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

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

ST-2

THIS CERTIFICATE MUST BE PUBLICLY DISPLAYED AS PROVIDED BY LAW

SALES AND USE TAX CERTIFICATE OF REGISTRATION

STATE OF GEORGIA
DEPARTMENT OF REVENUE
Taxpayer Services Division

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

STATE TAXPAYER IDENTIFIER:	EFFECTIVE DATE:	SALES TAX NUMBER:	COUNTY NAME:
[redacted]	**01-Jan-2025**	[redacted]	**DEKALB**

NAICS:	Secondary NAICS:
457110 - Gasoline Stations with Convenience Stores	**None**

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

IMPORTANT - This Certificate is NON TRANSFERABLE

Frank M. Russell

State Revenue Commissioner

EACH PLACE OF BUSINESS MUST BE REGISTERED SEPARATELY.

FILED 4/1/2025 4:40 PM CLERK OF SUPERIOR COURT DEKALB COUNTY GEORGIA

APPLICATION TO REGISTER BUSINESS UNDER A TRADE NAME

2025TN00163

STATE OF GEORGIA, COUNTY OF DEKALB

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

Address: 4556 E Ponce De Leon Ave, Ste A

City: Clarkston **State:** GA **Zip Code:** 30021

in the State of Georgia, under the name: 76 Food Mart
(Insert Trade Name)

and the nature of the business is:

Convenience Store with Gasoline

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

○ Person ◉ Corporation/LLC ○ Partnership

Full Name/Title: (Of Person or Corp/LLC)	Address: (Required: Complete Address with City, State and Zip Code)
1. Dillyet, LLC	1.Address: 4556 E Ponce De Leon Ave, Ste A City: Clarkston State: GA Zip:30021
2.	2.Address: City: State: Zip:
3.	3.Address: City: State: Zip:

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

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

Applicant/Owner Signature

Meseret D. Belete
Applicant/Owner Name (Printed)

Applicant Phone Number [redacted]
(Required for Publication)

Sworn and subscribed before me,

this 28 day of March, 2025

Notary Public
State of ~~Georgia~~ TN

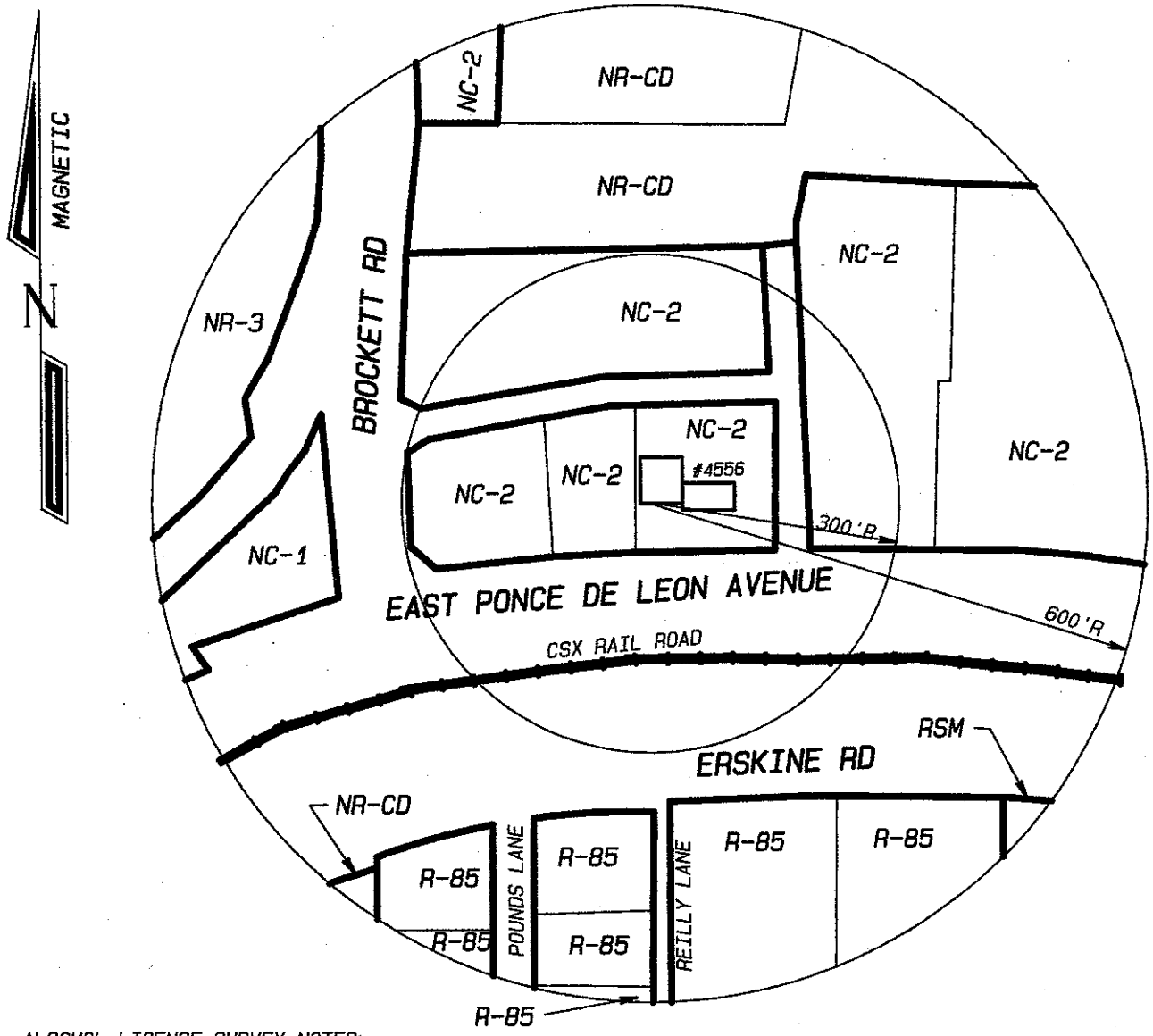
My Commission Expires: 8/23/2027

STATE OF TENNESSEE NOTARY PUBLIC PENELOPE M. PISTRANA HAMILTON COUNTY My Commission Expires August 23, 2027

To Avoid Rejection of Application, Complete All Required Fields.

MT [redacted]

7/6/2021-DP



ALCOHOL LICENSE SURVEY NOTES:

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

GRAPHIC SCALE 1"=200'

0 200

BETTERTON
SURVEYING & DESIGN, INC.

LAND SURVEYING,
LAND PLANNING,
SUBDIVISION & COMMERCIAL
SITE DESIGN

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

GEORGIA REGISTERED No. 2496 ROBERT B. BETTERTON LAND SURVEYOR

MARCH 31, 2025

ALCOHOL SURVEY

4556 EAST PONCE DE LEON AVENUE

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

22158

LEASE AGREEMENT

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

ARTICLE 1
DEFINITIONS

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

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

Term:	The period of time commencing on the Effective Date of this Lease and terminating on the last day of the Twenty four (24th) full calendar month following the Rent Commencement Date, unless this Lease shall sooner terminate or be extended as provided herein; provided, however, if the Rent Commencement Date is not the first day of a month, then the Term shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and thereafter for the total number of months set forth above. Upon Business Owner's written request, Operator shall promptly execute and deliver to Business Owner documentation confirming the date of Business Owner's delivery of the Premises to Operator, the Rent Commencement Date and Expiration Date of the Term of this Lease; provided, however, execution and delivery of such documentation shall in no event delay any such dates.

Lease Year:	"**Lease Year 1**" means the period beginning on the Rent Commencement Date and ending on the last day of the twelfth (12th) full calendar month thereafter; provided, however, if the Rent Commencement Date is not the first day of a month, then Lease Year 1 shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and for a period of 12 full calendar months thereafter. "**Lease Year**" means each successive twelve (12) month period after Lease Year 1 occurring during the Term.
Renewal Options and Renewal Terms (if any):	None

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

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

Prepaid Base Rent:	None

A Special Default Event:	The occurrence of any one or more of the following events: 1. A default or event of default by Operator under (a) any fuel supply agreement to which Operator is a party, and/or (b) any fuel supply account for the purchase of motor fuel products to the Premises. 2. The retail beer\wine license permitting the sale of beer and wine at the Premises is suspended, revoked and/or cancelled. 3. The lotto license permitting the sale of lottery tickets and/or programs at the Premises is suspended, revoked or cancelled. 4. The COAM license for the operation of the amusement game machines at the Premises is suspended, revoked and/or cancelled.

Permitted Use(s):	Use as a branded retail motor fuel outlet and convenience store, and for no other purpose or use whatsoever
Operator Trade Name:	The brand name of the retail motor fuel sold by Motor Fuel Supplier for resale at the Premises.
Motor Fuel Supplier:	The person or entity from time to time designated by Business Owner to delivery and sell retail motor fuel products to the Premises.

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

Exhibits:	Exhibit A - Legal Description of Land Exhibit B - Special Stipulations The Exhibits enumerated above (if any) are made a part of this Lease.

ARTICLE 2
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. EVENTS OF DEFAULT.

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

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

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

15. REMEDIES UPON DEFAULT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. SECURITY INTEREST. [Intentionally omitted].

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

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

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

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

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

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

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

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

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

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

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

Business Owner:

Signed, Sealed and Delivered in the Presence of:

Unofficial Witness

HENRICO MK LLC,
a Georgia limited liability company

By: _____
Its: President

Date of Execution: 3-15, 2025

[CORPORATE SEAL]

OPERATOR:

Signed, Sealed and Delivered in the Presence of:

Unofficial Witness

DILLYET LLC
a Georgia corporation

By: _____
Its: Member

Date of Execution: 3-15, 2025

[SEAL]

Signed, Sealed and Delivered in the Presence of:

_____
Unofficial Witness

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

[SEAL]

Signed, Sealed and Delivered in the Presence of:

_____
Unofficial Witness

_____
Date of Execution: _____, 2025

[SEAL]

EXHIBIT B

(Special Stipulations)

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

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

[END OF EXHIBIT B]

EXHIBIT A

(Legal Description of Land)

Parcel ID: 18-142-01-103

4556 E Ponce De Leon Ave STE A Clarkston GA 30021

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

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

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

This 11th day of July, 20 25.

Kifiom A. Gebrehfael
Signature of Agent

Kifiom_Li.fe@yahoo.com
Email Address

Kifiom A. Gebrehfael
Type or Print Name of Agent

[redacted]
Type or Print Agent's Home Address

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

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

[redacted]
Type or Print Social Security Number

[redacted]
Type or Print Driver's License Number

[redacted] 1985
Type or Print Date of Birth

[redacted]
Type or Print Area Code and Phone Number

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

I am stating the following for _____
(THE NAME OF PERSON APPLYING ON BEHALF OF BUSINESS, CORPORATION, PARTNERSHIP OR OTHER PRIVATE ENTITY)

1. __X__ I am a United States Citizen

2. _____ I am a legal permanent resident of the United States 18 years of age or older. **Please include your Alien Registration Number below your signature.***

3. _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

_____
Number and Document Source

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

[redacted] 07/11/2025 Date of Birth [redacted] 1982
Signature of Applicant Date

Mesenet Belete
Printed Name

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

_____
*Alien Registration Number for Non-citizens

Notary Public
My Commission Expires: Jan 10, 2029

LACQUITA THOMAS AMERSON
NOTARY
PUBLIC
DEKALB COUNTY, GEORGIA

CITY OF CLARKSTON

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NEW ALCOHOLIC BEVERAGE LICENSE INFORMATION & CHECK LIST

□ A state license must be obtained before any alcoholic beverages can be served or sold in the City of Clarkston. Contact the Georgia Department of Revenue at (404) 417-4902.

□ Review the City's Alcoholic Beverage Ordinance, located in Chapter 3 of the City of Clarkston's Code of Ordinances. A copy of Chapter 3 of the Code of Ordinance pertaining to Alcoholic Beverages is included at the end of this packet. Please note: *On November 7, 2024, the City increased the Alcoholic Beverage Fees, which are not yet reflected in Chapter 3 of the Code of Ordinances related to Alcoholic Beverages. To view the newly adopted FY 2025 City of Clarkston Fee Schedule, please visit https://www.clarkstonga.gov/finance/budgets.*

□ If applicant is a new establishment you must also obtain an Occupational Tax Permit, please contact City Hall at (404) 296-6489.

□ The following information will be required at the time of submittal of the application:

- ☑ Completed Application Form (signed and notarized);
- ☑ Must obtain or have an Occupational Tax Certificate;
- ☑ Personnel Statements from owner, partners, officers, directors, and major stockholders of private corporations, and general manager with two current passport photographs
- □ Fingerprint-based Criminal History Record Check must be obtained with Clarkston Police Department, 3921 Church St., Clarkston, GA 30021; (see Pages 5 and 12);
- □ All individuals required to complete personnel statements must contact the Police Department at (404) 292-9465 for background check.
- ☑ Cash or check for the license fee plus the administrative fee;
- ☑ Evidence of Ownership of the building or copy of the lease, if applicant is leasing the building;
- ☑ A survey showing the distance to the nearest school/school grounds, church, library, public park, alcohol treatment facility, adult entertainment;
- □ If applicant represents a franchise, copy of the franchise agreement;
- □ If applicant represents an eating establishment, submit a copy of the menu;
- □ If applicant represents a partnership, submit copy of the partnership agreement;
- □ If applicant represents a corporation, submit articles of incorporation and certificate of incorporation;
- □ Project purchases/projected gross sales (if applying for distilled spirits consumption);

□ Establishments holding an Alcohol Beverage License from the City o f Clarkston must submit the following reports:

On-Premise Consumption

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

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Zoning Compliance Form

PROPERTY AND BUSINESS INFORMATION

Business Address: 4556 East Ponce DeLeon Ave

Parcel ID: 18-142-01-103

Business Name: SHIVA LLC

Contact Name: Kirom A. Gebreyesus

Phone: 404-219-0418

Email: [redacted]

Check all appliable boxes:

- ☐ New Business
- ☐ Home Occupation
- ☐ Outdoor storage, commercial
- ☐ Auto Use
- ☐ Change of Address
- ☑ Change of Ownership
- ☐ Business vehicle/equipment
- ☐ Will Serve Alcohol at this location

Square Footage of Space: 2400 sq

Business Hours: 24hrs

Proposed Use (please provide as much detail as possible): convenient store with gas that sells soft drinks, snacks, water, Beer and wine Products in the store. and also gas in the outside.

APPLICANT'S CERTIFICATION FOR BUSINESS LOCATION APPROVAL

It is the responsibility of every business owner or operator to make certain that the type or nature of business activity being conducted at any location in the City of Clarkston is permitted by and conforms to the Zoning Ordinance and Building Regulations of the City before signing a lease or purchasing a property.

I hereby certify that I have answered all of the questions contained herein and know the same to be true and correct. Further, I understand that any Planning and Zoning approval issued, based upon false information or misrepresentation provided by the applicant, will be null and void and subject to penalty as provided by law and ordinances.

Submit this form and the required floor plan of the commercial space to the Planning & Economic Development Department prior to submitting a New Business License Application. Please note that a change in use will require a parking plan along with the floor plan. You may submit your documents in person at City Hall (1055 Rowland Street) or via email to fetienne@cityofclarkston.com.

Printed Name: Kirom A. Gebreyesus, Authorized

Signature: Kirom

Date: 7-10-2025

Office Use Only – Please Leave Blank

Parcel ID: 18 142 01 103 Current Zoning: NC-2

Approved: ✓ Denied: _____

Comments: _____

Zoning Certified By: Richard Edwards Date: 7-10-25

Office Use Only – Please Leave Blank

Code Compliance Inspection Date: _____

Approved: _____ Denied: _____

Comments: _____

Code Compliance Officer: _____

On July 18, 2025, Code Compliance Officer Darion Hammonds conducted an Alcohol inspection of 76 Food Mart, located at 4556 E Ponce De Leon Ave. The distance measurements confirmed that no schools are within 100 yards of the business. Additionally, there are no libraries or public parks located within 200 yards of the property. There are also no single-family residences within 50 yards; Furthermore, there are no entrances to places of worship within 100 yards. Also there are no adult entertainment establishments within 166 yards of the property. There are no existing establishment licensed for the retail sale of beer and malt beverages within 200 yards of the property.

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CITY COUNCIL

ITEM NO: 8I

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE: Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: August 7, 2025

SUBJECT: To consider an ordinance to amend Chapter 3 of the City Code concerning alcohol to remove outdated references to the city zoning ordinance; to reduce the proximity restrictions applicable to businesses involved in the retail sale of beer, malt beverages, wine, or distilled spirits for consumption on the premises; and for other purposes.

DEPARTMENT: Planning & Economic Development

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
PAGES:

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

PURPOSE: To consider an ordinance to amend the city's alcohol sales regulations to remove outdated references to the city's zoning ordinance and to reduce proximity restrictions applicable to businesses involved in the retail sales of beer, malt beverages, and wine.

NEED/ IMPACT: The current alcohol ordinance has restrictions based on zoning districts that are no longer active in the zoning code. These text amendments also reduce the distance requirements for retail sales of beer, malt beverage, wine, and distilled spirits for consumption on premises to encourage economic development growth in the City of Clarkston.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 3 OF THE CITY CODE CONCERNING ALCOHOL TO REMOVE OUTDATED REFERENCES TO THE CITY ZONING ORDINANCE; TO REDUCE THE PROXIMITY RESTRICTIONS APPLICABLE TO BUSINESSES INVOLVED IN THE RETAIL SALE OF BEER, MALT BEVERAGES, WINE, OR DISTIILLED SPIRITS FOR CONSUMPTION ON THE PREMISES; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with the authority granted to local governments in O.C.G.A. § 3-3-2, the City of Clarkston has adopted rules and requirements relating to alcohol permits and licenses within the City, which are codified at Chapter 3 of the City Code; and

WHEREAS, Chapter 3 of the City Code pertaining to alcoholic beverages contains certain outdated references to the City's old Zoning Ordinance; and

WHEREAS, the City of Clarkston desires to update Chapter 3 of the City Code pertaining to alcoholic beverages so that all references to zoning districts contained therein are consistent with the current Zoning Ordinance; and

WHEREAS, Georgia law does not prohibit the sale of beer, malt beverages, or wine near churches or adult entertainment establishments; and

WHEREAS, the City of Clarkston therefore desires to: (1) eliminate the current proximity requirements between businesses involved in the retail sale of beer, malt beverages, wine, or distilled spirits for consumption on the premises and churches; and (2) reduce the proximity requirements between businesses involved in the retail sale of beer, malt beverages, wine, and distilled spirits for consumption on premises and adult entertainment establishments, in order to encourage economic development in the City.

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

SECTION 1. Subsection (b) of section 3-9 of the City Code is hereby amended by deleting the last sentence of the subsection, so that it reads as follows:

> "(b) No license for the sale of alcoholic beverages within the city shall be issued for a location that fails to meet all applicable state and local fire, life safety, building, health, and zoning codes."

SECTION 2. The title of Section 3-55 of the City Code is hereby amended to read as follows:

> **"Sec. 3-55. Proximity of establishment to school ground, library, public park, or adult entertainment establishment."**

SECTION 3. Subsection (c) of section 3-55 of the City Code is hereby amended to read as follows:

> "(c) No license shall be issued where any entrance to a place of business for the retail sale of beer, malt beverages or wine for consumption on the premises is located within one hundred (100) yards of a school, school ground or public park, or the entrance to any library."

SECTION 4. Subsection (d) of section 3-55 of the City Code is hereby amended to read as follows:

> "(d) No license shall be issued where any entrance to a place of business for the retail sale of beer, malt beverages or wine for consumption on the premises is located within fifty (50) yards of the entrance to any adult entertainment establishment."

SECTION 5. Subsection (a)(1) of section 3-74 of the City Code is hereby amended to read as follows:

> "(a)(1) Within fifty (50) yards of a single-family dwelling located in a zoning district that permits single family dwellings."

SECTION 6. Subsection (a)(1) of section 3-96 of the City Code is hereby amended to read as follows:

> "(a)(1) Within two hundred (200) feet of a school, school ground or public park, or the entrance of any library.

SECTION 7. Subsection (a)(2) of section 3-96 of the City Code is hereby amended to read as follows:

> "(a)(2) Within one hundred and fifty (150) feet of the entrance to any adult entertainment establishment.

SECTION 8. This Ordinance shall be effective immediately upon its adoption by the City Council and signature by the Mayor.

SECTION 9. All provisions of the City Code in conflict herewith are hereby repealed.

[signature page follows]

SO ORDAINED, this _____ day of _____, 2025.

ATTEST:

CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA

By_____
Tomika Mitchell, City Clerk

_____
Beverly H. Burks, Mayor

Approved as to Form:

Stephen Quinn
Stephen G. Quinn, City Attorney

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CITY COUNCIL

ITEM NO: 8J

WORK SESSION/ CITY COUNCIL MEETING

MEETING TYPE:
Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Deferral

MEETING DATE: August 7, 2025

SUBJECT: To defer the Affordable Housing Assistance Program discussion pending the Atlanta Regional Commission (ARC) Housing Study report.

DEPARTMENT: City Council

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
PAGES:

PRESENTER CONTACT INFO:
Councilmember Susan Hood
PHONE NUMBER: 404-296-6489

PURPOSE: To discuss the Affordable Housing Assistance Program which includes approved uses, applicant eligibility criteria, maximum benefits and other requirements for granting funds through the Affordable Housing Trust Fund (AHTF).

NEED/ IMPACT: The AHTF agreement requires adoption of an Affordable Housing Assistance Program in order to expend funds from the trust. This agreement states that the purpose of the fund is to provide "certain qualified low to moderate income individuals with funds to assist in purchasing, repairing and/or leasing eligible residential dwellings in the city of Clarkston, Georgia…"

FUNDING SOURCE: Affordable Housing Trust Fund

RECOMMENDATION: N/A