



Mayor Beverly H. Burks

Councilmembers:

Jamie Carroll	Laura Hopkins
Awet Eyasu	Yterenickia Bell
Debra Johnson	Susan Hood
Shawanna Qawiy, City Manager	

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

CITY COUNCIL MEETING AGENDA

Tuesday, October 4, 2022 - 7:00PM
ZOOM

1. CALL TO ORDER

2. ROLL CALL

3. ADMINISTRATIVE BUSINESS/ PRESENTATION

Approval of the 09/06/2022 City Council Meeting Minutes and 09/27/2022 City Council Work Session Minutes.

4. REPORTS

- A.** Planning/Economic and Development Report
- B.** City Manager's Report
- C.** City Attorney's Report
- D.** Council Remarks
- E.** 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

- A.** To approve a resolution to authorize the establishment of a Small Business Matching Grant Program.

7. CONSENT AGENDA

- A.** Approval of a resolution to authorize a maintenance agreement with Jani-King of Atlanta to clean, sanitize and deodorize all city facilities (City Hall, City Hall Annex, Public Works Bldg.).
- B.** Approval of a proclamation for Energy Efficiency Day on October 5.
- C.** Approval of a proclamation for National Hispanic Heritage Month; September 15 – October 15.
- D.** Approval of a proclamation for Congo Week; October 16-22.
- E.** Approval of reopening the Rental Assistance Program allocating \$150,000 for three months.



- F. Approval of a resolution reimaging Public Safety to include Social (Intervention) Workers in the Clarkston Police Department.

8. NEW BUSINESS

- A. To approve allocating additional funds to the calisthenic equipment, park maintenance/upgrade projects for the installation of a poured stone base and rubber surface with site security for \$17,275 plus up to \$6000 for a proposed shade structure or canopy.
- B. **PUBLIC HEARING** – Variance requests from Doug Steverson/Rajen Sheth of Boardwalk Development Group for the properties located at 795, 801 and 803 Glendale Road to eliminate (the) parking requirements and reduce the landscape buffer from 50’ to 10’ to construct a storage facility.

9. ADJOURNMENT

PUBLIC PARTICIPATION BY VIDEO CONFERENCE

The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, October 4, 2022. The public may participate in the meeting by using the following information below:

<https://us02web.zoom.us/j/81069684870?pwd=UWhONldHcXNlancwbUQvMUxUZnI5QT09>

Dial by your location

- +1 301 715 8592 US (Washington DC)
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 346 248 7799 US (Houston)
- +1 386 347 5053 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 719 359 4580 US
- +1 253 215 8782 US (Tacoma)

Meeting ID: 810 6968 4870

Find your local number: <https://us02web.zoom.us/j/81069684870>

MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA HELD
BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, SEPTEMBER 6, 2022

On the 6th day of September 2022, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session 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 Awet Eyasu; Councilmembers Jamie Carroll; Debra Johnson; Laura Hopkins; Yterenickia Bell, and Susan Hood. Absent: None. The following City staff were present: Shawanna Qawiy (City Manager); Dan Defnall (Finance Director); Tomika R. Mitchell (City Clerk); 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. ADMINISTRATIVE BUSINESS/ PRESENTATION

Approved the 08/04/2022 City Council Meeting minutes and 08/30/2022 City Council Work Session minutes.

Councilmember Carroll made a motion to approve the 08/04/2022 City Council Meeting Minutes and 08/30/2022 City Council Work Session Minutes. Councilmember Hopkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

4. REPORTS

A. Planning/Economic and Development Report and the City Manager's Report

- Staff and Councilmembers conducted a walk-through of some of the City businesses.
- Variance request for the properties located at 795, 801 and 803 Glendale Road for a storage facility to be heard at the September 20 Planning & Zoning Commission, then the City Council on October 4.
- Soccer plans are on the way at Milam Park with Atlanta United on September 3 to October 22.
- Tell Me a Story will occur at the Clarkston Piedmont Technical College on September 10 from 1:00pm to 5:00pm.
- Project updates are underway.

B. City Manager's Report

- This report was given during the Planning/Economic and Development Report.

C. City Attorney's Report

- Dekalb Co. Superior Court granted the City's request to dismissed the lawsuit that was filed by the City of Tucker over an apartment development.

D. Council Remarks

- The Council members briefly gave an overview of meetings and events they have attended, projects they are currently working on, and COVID updates.

E. Mayor's Report

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

5. PUBLIC COMMENTS

Brian Medford presented comments pertaining to a greenway he visited in Tennessee.

Kyle Roedler with the Parent Safety Alliance presented comments regarding school safety.

6. OLD BUSINESS

There was no Old Business.

7. CONSENT AGENDA

A. Approval of a Proclamation for Healthy Seniors Month.

B. Approval of a Proclamation for African Immigrant Heritage Month.

Vice Mayor Eyasu made a motion to approve the Consent Agenda. Councilmember Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

8. NEW BUSINESS

A. Approval of a resolution to amend the 2022 Operating and Enterprise Fund Budget.

City Manager, Shawanna Qawiy stated this item was to consider adopting the resolution amending the FY2022 Operating Budget that contains amended information based on the request for additional information from the August 30th, 2022, work session discussions. Ms. Qawiy also stated the City received information that has increased the 2022 budgeted MARTA Advertising revenue (from bus stops) by \$56,000. The previously proposed amendments to reduce the Community Development projects with various expenditure budget line items have been updated to the original funded amounts.

Vice Mayor Eyasu made a motion to approve a resolution to amend the 2022 Operating and Enterprise Fund Budget. Councilmember Bell duly seconded the motion.

Finance Director, Dan Defnall gave a brief overview of the line items.

The Council briefly discussed this item.

Mayor Burks called for the vote and declared the motion approved (6-0).

B. Approval of a resolution to authorize a Municipal Court Amnesty Program.

City Manager, Shawanna Qawiy stated this item was to approve a resolution that will authorize the Clarkston Municipal Court Amnesty Program. The City of Clarkston desires to provide an opportunity for municipal court defendants with outstanding citations and/or warrants to resolve these issues. The Clarkston Municipal Court Amnesty Program shall be administered in accordance with the following terms and conditions. (1) The program shall begin September 19, 2022, and expire on November 30, 2022, to accommodate out of state defendants; (2) The program shall apply to all misdemeanor State law charges and city ordinance violation charges for which the defendant was cited or arrested prior to January 1, 2022; (3) Defendants with serious misdemeanor offenses must appear at Clarkston Municipal Court, enter a plea of guilty or no contest (if allowed by the Municipal Court Judge) if the citation has not previously been adjudicated, and pay all fines and fees associated with their outstanding citation(s). Defendants with less offensive violations has the option of mail-in or online payments, during the Amnesty Program period to take advantage of the benefits of the program; (4) Defendants that comply with the terms of the Amnesty Program will not be subjected to arrest or incarceration in connection with any outstanding bench warrant and will not be assessed any additional punishment for contempt of court; (5) The Municipal Court will implement a call and mail-out process to all defendants with outstanding citations and warrants; (6) Bench warrants previously issued will be canceled for defendants that comply with the terms of this Amnesty Program; and (7) It shall be the responsibility of the Municipal Court Clerk to publish the terms of the Clarkston Municipal Court Amnesty Program, including times and hours for defendants to appear in order to take advantage of the program.

Councilmember Johnson made a motion to approve a resolution to authorize a Municipal Court Amnesty Program. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

Vice Mayor Eyasu presided over the meeting.

C. Approval of a resolution to impose a temporary moratorium on development of new car wash facilities.

Mayor Beverly Burks stated this item is similar to last month's moratoriums and the request is to add new car wash facilities. It is the same language with just a few variations.

Councilmember Carroll made a motion to approve the moratorium of new car wash facilities. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0-1). Vice Mayor Eyasu abstained.

D. Approval of a resolution to create an Equity and Community Empowerment Department.

Mayor Beverly Burks stated this was a creation of an Equity and Community Empowerment Department. During Phase I, the department will work with the committee over the next several months to finalize the overall framework. The information will be presented to the City Council in January.

The Council briefly discussed this item.

Vice Mayor Eyasu made a motion to resolution to create an Equity and Community Empowerment Department. Councilmember Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0-1). Councilmember Hopkins abstained.

9. ADJOURNMENT

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

The meeting adjourned at 7:44 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 TUESDAY, SEPTEMBER 27, 2022

On the 27th day of September 2022, at 7:00 p.m., the City Council of Clarkston, Georgia met in a Work Session 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 Awet Eyasu; Councilmembers Jamie Carroll; Laura Hopkins; Debra Johnson; Yterenickia Bell, and Susan Hood. Absent: None. The following City staff were present: Shawanna Qawiy (City Manager); Dan Defnall (Finance Director); Tomika R. Mitchell (City Clerk); 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

2. ROLL CALL

All members of the City Council were present.

3. WORK SESSION – RESIDENT COMMENT POLICY

Mayor Burks read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS

A. To discuss the cleaning contract for city facilities (City Hall, City Hall Annex, Public Works Bldg.)

City Manager, Shawanna Qawiy stated all city facilities need a thorough and consistent cleaning, sanitizing, and deodorizing regime. With the increased number of patrons, visitors with staff at city facilities, (City Hall, City Hall Annex, Public Work building,) there is a need for a consistent cleaning routine that will assist with the maintenance and sanitizing of all city facilities. After an in-person interview and walk throughs with the respective companies. Three companies submitted information related to the request. Jani King, Vanguard, and Bright Touch Janitorial. Staff recommends approving the cleaning contract for Jani King and allocating \$20,000 from ARPA funds for the cleaning services of all city facilities.

The Council briefly discussed this item.

This item will be placed on the next City Council meeting agenda under Consent Agenda.

- B. To discuss allocating additional funds to the calisthenic equipment, park maintenance/upgrade projects for the installation of a poured stone base and rubber surface with site security for \$17,275 plus up to \$6,000 for a proposed shade structure or canopy.

City Manager, Shawanna Qawiy stated the purpose of this item was to produce and install calisthenics equipment at Milam Park for an allocation not to exceed \$25,000. To complete the project with materials that will ensure long term play and exercise time, staff reviewed ground covering options. After consultation with staff and other companies regarding ground covering options, the recommendation is to install an environmentally friendly/safe poured stone subbase and rubber surface. Materials will also be a resource for hinderance/prevention of puddling and flooding at the site.

The Council briefly discussed this item.

Brian Medford presented comments on this item.

This item will be placed on the next City Council meeting agenda.

Vice Mayor Eyasu presided over the meeting.

- C. Proclamation for Energy Efficiency Day on October 5.

Mayor Beverly Burks stated this proclamation was to recognize Wednesday, October 5th as Energy Efficiency Day, especially since the city has programs put in place to make sure the city is energy efficient, and by having policies and programs in place to do so.

The Council briefly discussed this item.

This item will be placed on the next City Council meeting agenda under Consent Agenda.

- D. Proclamation for National Hispanic Heritage Month; September 15 – October 15.

Mayor Beverly Burks stated this proclamation was to recognize the diversity of the Clarkston community. The Hispanic Heritage Month is from September 15 – October 15 and there are more than 400 people in the city who identify themselves of the Hispanic origin.

The Council briefly discussed this item.

This item will be placed on the next City Council meeting agenda under Consent Agenda.

- E. Proclamation for Congo Week; October 16-22.

Mayor Beverly Burks stated this proclamation recognizes October 16-22 as Congo Week. Recognition of this week has been occurring since 2008, where more than 70 countries and 500 university campuses recognize this week with various activities to commemorate the

millions of lives lost in the Congo conflict while celebrating. Georgia has a very high Congolese community.

Dede Ntumba and his advisor with the Congolese Community of Atlanta presented comments on this item.

The Council briefly discussed this item.

This item will be placed on the next City Council meeting agenda under Consent Agenda.

Mayor Burks resumed as the presided officer over the meeting.

5. OLD BUSINESS

- A. A discussion of a resolution to authorize a Sign and Façade Refurbishment Program for business properties located in the City's Town Center District and to appropriate American Rescue Plan funds for said program.

Councilmember Bell stated the purpose for this item was for the Small Business Façade Matching Grant Program to provide matching grants to commercial property owners and business owners after being approved by property owner that are willing to renovate the street-front exteriors of their structures in the Clarkston Town Center, Residential Commercial, Neighborhood Commercial 1 and 2 Zoning Districts. Eligible improvements could include new signage, windows, painting, masonry, siding, doors, awnings, and/or structural or design changes. This grant program is structured as a rebate program where business and property owners receive reimbursement for up to 50% of the cost of the project in amounts ranging from \$1,000 to \$20,000 for completed work. The requested amount to be allocated into this program is \$125,000 from the Federal American Rescue Plan Act to approved small business per their business licenses. If the business does not use funds for facade improvements or designated purposes, they will have to return the funds to the city. The City Manager or designee will execute this program.

The Council briefly discussed this item.

This item will be placed on the next City Council Meeting agenda.

6. NEW BUSINESS

- A. A discussion to consider a variance request from Doug Steverson/Rajen Sheth of Boardwalk Development Group for the properties located at 795, 801 and 803 Glendale Road to eliminate (the) parking requirements and reduce the landscape buffer from 50' to 10' to construct a storage facility. *(Public Hearing October 4, 2022).*

City Manager, Shawanna Qawiy stated this item was to approve a variance request from Doug Steverson/Rajen Sheth of Boardwalk Development Group to eliminate (the) parking requirements and reduce the landscape buffer from 50'to 10' to construct a storage facility for the properties located at 795, 801 and 803 Glendale Road. A variance may be granted in an individual case of unnecessary hardship upon a finding by the city council that all

of the following conditions exist: (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography; (2) Such conditions are peculiar to the particular piece of property involved; (3) Such conditions are not the result of the actions of the applicant; (4) A literal interpretation of the provisions of this ordinance would create an unnecessary hardship; (5) The variance requested will not cause substantial detriment to the public good nor impair the purposes or intent of the zoning ordinance; (6) The variance is not a request to permit a structure or use of land not authorized in the applicable district.

Rajen Sheth with Boardwalk Development Group gave a brief presentation on developing a 5th Generation, State-of-the-Art, Multi-Story, Climate Control Storage.

The Council briefly discussed this item and recommended a few changes which the be considered at the next City Council meeting.

Jeff Haymore presented comments on this item.

Brian Medford presented comments on this item.

Doug Steverson presented comments on this item on behalf of the current owner of the property.

Attorney Stephen Quinn presented information pertaining to the use of ARPA funds and the code.

There will be a follow up from the applicant to send a letter stating the update to the application.

This item will be placed on the next City Council Meeting agenda.

- B. A discussion of reopening the Rental Assistance Program allocating \$250,000 for three months.

Councilmember Johnson requested approval from Council for an extension of the program for three additional months to assist Clarkston citizens. Councilmember Johnson agreed to decrease the allocation amount to \$150,000.

The Council briefly discussed this item.

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

- C. A discussion of reimaging Public Safety to include Social Workers in the Clarkston Police Department.

Police Chief Hudson briefly gave her thoughts on this item stating she would be meeting with surrounding Police Departments who just implemented adding this position and stated this was an excellent idea.

The Council briefly discussed this item.

Brian Medford presented comments on this item.

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

7. ADJOURNMENT

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

The meeting adjourned at 9:53 p.m.

ATTEST:

Tomika R. Mitchell
City Clerk

Beverly H. Burks
Mayor

CITY OF CLARKSTON

ITEM NO: 6A

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approve

MEETING DATE: October 4, 2022

SUBJECT: To approve a resolution to authorize a Small Business Matching Grant Program for business properties located in the City's Town Center District and to appropriate American Rescue Plan funds for said program.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Councilmember YT Bell
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve a resolution to authorize a Small Business Matching Grant Program for business properties located in the City's Town Center District and to appropriate American Rescue Plan funds for said program.

NEED/ IMPACT: The Small Business Matching Grant Program will provide matching grants to commercial property owners and business owners after being approved by property owner that are willing to renovate the street-front exteriors of their structures in the Clarkston Town Center, Residential Commercial, Neighborhood Commercial 1 and 2 zoning districts. Eligible improvements could include new signage, windows, painting, masonry, siding, doors, awnings, and/or structural or design changes. This grant program is structured as a rebate program where business and property owners receive reimbursement for up to 50% of the cost of the project in amounts ranging from \$1,000 to \$20,000 for completed work. The requested amount to be allocated into this program is \$125,000 from the Federal American Rescue Plan Act to approved small business per their business licenses. If the business does not use funds for facade improvements or designated purposes, they will have to return the funds to the city. The City Manager or her designee will execute this program upon approval.

RECOMMENDATION: N/A

RESOLUTION NO. _____

**A RESOLUTION FOR THE ESTABLISHMENT OF
A SMALL BUSINESS FACADE MATCHING GRANT PROGRAM**

WHEREAS, for decades, state and local governments have used economic development incentives to retain businesses and/or improve the local tax base; and

WHEREAS, the City Council of the City of Clarkston shall establish a Small Business Matching Facade Grant program intended to improve the physical appearance of the Clarkston Town Center, Residential Commercial, and Neighborhood Commercial 1 & 2 zoning districts;

WHEREAS, this program will support commercial property owners and local business owners willing to renovate and/or improve the street-front exteriors of their structures, exterior painting, signage, structural stabilization, awnings, canopies, exterior walls, gutters, downspouts, exterior doors, window repairs, decorative exterior architectural features, landscaping, and pavement improvements;

WHEREAS, the matching funds grant program is structured as a rebate program where business and property owners receive reimbursement for up to 50% of the cost of the project in amounts ranging from \$1,000 to \$20,000 for completed work, not to exceed \$20,000;

WHEREAS, these efforts will stimulate growth of businesses through capital improvements, and providing work opportunities for local artist and laborers through the implementation of transformative design and aesthetic changes to the buildings that they will curate;

WHEREAS, the applicant that intends on making these improvements must be an approved or allowable/permittable small business with a City of Clarkston business license;

WHEREAS, a business owner that does not own the property/business that the business is located in, shall obtain written approval from the property owner before the city will agree to provide the matching grant fund for the renovations and improvements;

WHEREAS, the City Council finds this this will serve as an agreement between the property owner, local business, and city government for the purpose of the permitted businesses in the Town Center, Residential Commercial and Neighborhood Residential Commercial Districts (1 & 2);

WHEREAS, the City Council will allocate One hundred and twenty-five thousand dollars (\$125,000) of from is share of the federal American Rescue Plan Act (ARPA) funds to small businesses intending on making facade renovations or improvements to their business;

WHEREAS, the City Government will ensure that funds are used for facade and general renovation/improvements only, and if not, the business will return the funds or reimburse the city for the funds not used for the outlined purposes in the specified time frame that will be advised by

City Administration;

WHEREAS, all the property owners and businesses are required to apply and provide detailed descriptions and plans for the renovations and improvements to their small businesses, including facade, signage, painting, and artistic murals;

NOW, THEREFORE, BE IT RESOLVED, THAT THE City Council of the City of Clarkston does hereby approve a Small Business Facade Matching Grant Funds program for all eligible small business for facade and exterior renovations/improvements;

RESOLVED, that the City Manager and/or her designee is authorized to execute on the Small Business Facade Matching Grant Program and make any necessary, non-substantive changes to carry out the intention of this resolution.

PASSED, APPROVED, and ADOPTED this ____ day of ____ 2022, by the following votes:

ATTEST:

Tomika R. Mitchell, City Clerk

CITY COUNCIL

CITY OF CLARKSTON, GEORGIA

Beverly H. Burks, Mayor of City of Clarkston

CITY OF CLARKSTON

ITEM NO: 7A

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approve

MEETING DATE: October 4, 2022

SUBJECT: To approve the cleaning contract for city facilities. (City Hall, City Hall Annex, Public Work Building.)

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy,
City Manager
Rodney Beck,
Public Work Director
PHONE NUMBER: 404 296 6489

PURPOSE: To approve allocating funds from the ARPA allocation to clean, sanitize, and deodorize all city facilities.

NEED/ IMPACT: All city facilities need a thorough and consistent cleaning, sanitizing, and deodorizing regime. With the increased number of patrons, visitors with staff at city facilities, (City Hall, City Hall Annex, Public Work building,) there is a need for a consistent cleaning routine that will assist with the maintenance and sanitizing of all city facilities.

After an in-person interview and walk throughs with the respective companies. Three (3) companies submitted information related to the request.

1. Jani King \$19,308 annually (with initial deep cleaning of all facilities for a one-time fee of \$396) @ 1609 per month.
2. Vanguard \$37,500 @ \$3125 per month.
3. Bright Touch Janitorial did not submit a quote for consideration.

RECOMMENDATION:

Staff recommends approving the cleaning contract for Jani King and allocating \$20,000 from ARPA funds for the cleaning services of all city facilities.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZES A MAINTENANCE AGREEMENT WITH JANI-KING OF ATLANTA TO CLEAN, SANITIZE AND DEODERIZE ALL CITY FACILITIES.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. That the City Council hereby authorizes a maintenance agreement with Jani-King of Atlanta to clean, sanitize and deodorize all city facilities (City Hall, City Hall Annex, Public Works Building) in the amount of \$19,308 annually at \$1,609 per month (with initial deep cleaning of all facilities for a one-time fee of \$396). A copy of said proposal and agreement are attached to this resolution as "Exhibit A" and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this 4th day of October.

Beverly H. Burks, Mayor

ATTEST:

Tomika R. Mitchell, City Clerk

EXHIBIT A



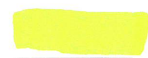
PRICING SCHEDULE

CITY OF CLARKSTON
CITY HALL, CITY HALL ANNEX, PUBLIC WORKS
3620 Montreal Creek CT.
Clarkston, GA 30021

ONE THOUSAND SIX HUNDRED NINE DOLLARS
(\$1,609.00)
PER MONTH
Three (3) visits per week
Day-time clean
7am to 12pm

***NOTE: Franchisee will provide cleaning equipment for all facilities.

Note: Does this contract require a purchase order number? Yes or No



INITIAL CLEAN

EXTRA WORK / ONE TIME CLEAN

(Please Circle Correct Description)

Account Name: Clarkston (Public Works)

Account Number

Account Address: 3620 Montreal Creek CT Clarkston Georgia 30021

Contact Name: Rodney Beck Telephone Number (404) 296-6489 x426

I authorize Jani-King of Atlanta to perform the work as indicated below *(to be signed prior to start of work)*.

One Time Initial Deep Clean prior to 3XW cleaning. This Deep Clean will be scheduled on a weekend. All 3 facilities will be cleaned: 1.) City Hall 2.) City Hall Annex 3.) Public Works.

Are additional Cleaning Specifications attached? Yes

The fee for this work is \$ 396 dollars.

Authorized Signature

Date _____

Work has been satisfactorily completed to my specifications *

Authorized Signature

Date _____

* This section must be signed by the customer

TO: Jani-King of Atlanta

This franchisee has performed work as outlined above for a charge of \$ 396.
Please process for payment to my account.

Franchisee Signature

Franchise #

Date _____

Note: Billing will be processed upon receipt of this form at the Jani-King of Atlanta office. Billing will be returned to franchisee without action unless required signatures are present.



RECOMMENDED INITIAL DEEP CLEAN

CITY OF CLARKSTON
City Hall, City Hall Annex, Public Works

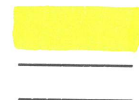
There will be a one – time charge for the following initial clean:

TOTAL - (\$396.00)

To accomplish the following:

- a). Clean all windows, inside and outside.
- c). Detail dusting in all areas including reception area, offices and restrooms.
- d). Detail clean all baseboards in reception area, offices and restrooms.
- e). Dust and clean venetian blinds.
- f). Thoroughly clean and disinfect all restrooms, including cleaning partitions, fixtures, mirrors, etc.
- g). Bring all office areas into shape so that they can be maintained as outlined in the cleaning schedule.

(\$396.00 – One Time Initial Deep Clean)





MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (The "Agreement") is made and entered into on [REDACTED] 2022 by and between **City of Clarkston City Hall, City Hall Annex, Public Works, 3620 Montreal Creek CT. Clarkston, GA30021** (the "Customer") and **Atlanta Opportunity, Inc.**, a Georgia corporation doing business as Jani-King of Atlanta ("Jani-King of Atlanta").

WITNESSETH:

WHERE AS; Customer is desirous of obtaining the services of Jani-King of Atlanta for the purpose of keeping its premises properly cleaned, as outlined in the Cleaning Schedule attached hereto as Exhibit A (the "**Cleaning Schedule**"); and

WHERE AS; Jani-King of Atlanta is in the business of providing comprehensive cleaning and maintenance related services, including, but not limited to, commercial, industrial, institutional and residential cleaning, as well as the sale of supplies related to those services, and desires to provide to Customer those commercial cleaning services set forth on the Cleaning Schedule and otherwise pursuant to this Agreement.

NOW THERE FORE, for and in consideration of the mutual covenants and conditions herein contained, and all other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Customer and Jani-King of Atlanta do hereby agree as follows:

1. PERFORMANCE OF SERVICES

1.1 Jani-King of Atlanta shall begin performance of the Services set forth on the Cleaning Schedule (the "**Services**") on _____, 2022 (the "**Effective Date**").

1.2 The Services to be provided by Jani-King of Atlanta shall be performed at the locations set out in the Pricing Schedule attached hereto and made a part hereof.

1.3 The premises making up the working area under this Agreement will be further referred to as the "**Named Areas**", which are defined as follows:

(A) **All 3 Buildings (City Hall, City Hall Annex, Public Works)**
Offices, Hallways, Conference Rooms, Council Chambers, Squad Room, Stairs, Landings, Breakrooms, Etc.

(B) Restrooms

Jani-King of Atlanta agrees to service the Named Areas as set forth in the pricing schedule.

1.4 During the term hereof, Jani-King of Atlanta shall furnish all equipment, tools and cleaning supplies necessary in the performance of the Services hereunder. Customer will make available to Jani-King of Atlanta enough locked storage areas if Jani-King of Atlanta's equipment and supplies are required to remain in the Named Areas.

1.5 During the term hereof, Jani-King of Atlanta shall maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule. Jani-King of Atlanta shall not, however, be required to provide Services to Customer on scheduled days which are officially recognized federal or state holidays.

2. PAYMENT OF SERVICES

2.1 Customer shall pay the total sum stated in the Pricing Schedule to Jani-King of Atlanta each month at 6190 Regency Parkway, Suite 300, Norcross, Georgia 30071, or at such other address as Jani-King of Atlanta may notify Customer in writing, from time to time. Such monthly sum shall be paid to Jani-King of Atlanta on the first day of each month immediately following the month in which Services have been rendered. Client further agrees to pay any sales or use tax levied upon the Services or supplies provided by Jani-King of Atlanta hereunder by any taxing authority.

2.2 Credits for services not performed as a result of recognized federal or state holidays have been negotiated and predetermined by Customer and Jani-King of Atlanta and are reflected in the Pricing Schedule. No additional credits for such holidays shall be made.

[REDACTED]



2.3 From time to time during the term of the Agreement, when mutually agreed by Customer and Jani-King of Atlanta, the amount to be paid by Customer hereunder may increase or decrease to reflect an increase or decrease in the Named Areas and/or the kind, amount or frequency of Services to be rendered hereunder. Such modifications shall be binding only if in writing and signed by the authorized representatives of Customer and Jani-King of Atlanta.

2.4 It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by Jani-King of Atlanta by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal.

2.5 In the event payment for Services is not received by Jani-King of Atlanta within thirty (30) days after the date such payment is due, Jani-King of Atlanta may suspend performance of the Services to Customer until such payment is received. Any such suspension of Services by Jani-King of Atlanta shall not constitute termination of this contract, nor shall any such suspension of Services by Jani-King of Atlanta under this Section deprive Jani-King of Atlanta of any of its other remedies or actions against Customer, including, without limitation, past or future payments due under this Agreement, nor shall the bringing of any action for the non-payment for Services or other rights contained herein be construed as a waiver of any of Jani-King of Atlanta's other rights or remedies.

3. INDEPENDENT BUSINESS RELATIONSHIP

3.1 Jani-King of Atlanta shall select and designate all representatives to perform the Services hereunder. Customer acknowledges and agrees that some or all such representatives may be independent franchisees of Jani-King of Atlanta (and the employees, agents or contractors of those franchisees) operating pursuant to franchise agreements between Jani-King of Atlanta and such representatives.

3.2 Neither Jani-King of Atlanta nor any of its employees, authorized agents, contractors, representatives nor franchisees ("the **Personnel**") will be employees of Customer in the performance of the Services by Jani-King of Atlanta hereunder. Jani-King of Atlanta and its Personnel are independent agents or contractors with regard to the Services to be performed hereunder, and no withholding of social security, federal or state income taxes or other deductions shall be made from the sums Customer has agreed to pay Jani-King of Atlanta hereunder, the same being contract payments and not wages.

3.3 Customer agrees that during the term of this Agreement, and for a period of twelve (12) months following the termination hereof, Customer shall not, without the express written consent of Jani-King of Atlanta, employ or engage the services of any employee, authorized agent, contractor, representative or franchisee of Jani-King of Atlanta or its franchisees, for the purpose of performing commercial cleaning services, or other services substantially similar to the Services, for Customer.

4. RENEWAL AND TERMINATION

4.1 The initial term of this Agreement shall be for a period of one (1) year from the Effective Date set forth above (the "**Initial Term**"). Beginning on the annual anniversary of the Effective Date, until either party shall give written notice of termination to the other at least thirty (30) days prior to the end of the Initial Term or any Renewal Period then in effect (in which event this Agreement shall expire at midnight on the anniversary date), or until otherwise terminated by Customer or Jani-King of Atlanta in accordance with its terms hereof, this Agreement shall be automatically extended and renewed for additional terms of one (1) year each (each such term a "**Renewal Period**"). Each Renewal Period shall be upon the same terms and conditions as the Initial Term. And, except as set forth in this Section, Customer may terminate this Agreement only for non-performance in accordance with the provisions contained in Section 4.2, below. The provisions of this Agreement that are intended to survive the termination of this Agreement, whether such termination is in accordance with its terms or otherwise, shall continue in full force and effect after any termination or expiration of this Agreement.

4.2 Customer may terminate this Agreement prior to its scheduled termination date for the Initial Term or any Renewal Term ("**Early Termination**") only for non-performance by the other party. As used herein, "non-performance" shall mean the failure, neglect or refusal by a party to perform any obligation of such party required under this Agreement or in the Cleaning Schedule or Pricing Schedule. As a condition precedent to Customer's Early Termination of this Agreement, Customer shall deliver to Jani-King of Atlanta, in writing, notice setting forth the nature of the defect constituting non-performance which Customer claims constitutes its basis for Early Termination of this Agreement (the "**Notice of Cancellation**"). Such Notice of Cancellation should be sent to:

Jani-King of Atlanta
6190 Regency Parkway, Suite 300
Norcross, GA 30071
Fax: (770) 840-3980





Following the receipt of a Notice of Cancellation, Jani-King of Atlanta shall have fifteen (15) days in which to cure the claimed non-performance to the reasonable satisfaction of Customer. In the event that Jani-King of Atlanta has not satisfactorily cured the claimed defect on or before the expiration of the aforementioned period for cure, then this Agreement will terminate fifteen (15) days following receipt of notice of the failure of Jani-King to satisfactorily cure which defect, which notice shall be in writing. Failure of Customer to deliver to Jani-King of Atlanta written notice of Jani-King of Atlanta's failure to cure the claimed defect set out in the Notice of Cancellation shall be deemed proof of Jani-King of Atlanta's satisfactory cure of such claimed defect.

5. GENERAL PROVISIONS

5.1 In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as well as court costs and damages, as part of any judgment entered in its favor. Any amount owed to Jani-King of Atlanta upon the termination of the Agreement which results from Customer's default shall accrue interest at the maximum rate allowed by the law of the State of Georgia and shall be calculated from the date each such amount was originally due until paid in full.

5.2 The parties hereto agree that this Agreement shall be governed and construed in accordance with the laws of the State of Georgia, and that the proper venue for the resolution of any dispute arising out of or concerning this Agreement shall be in the courts located in Gwinnett County, Georgia. The parties hereby agree that they are subject to, and each of them hereby submits themselves to, the jurisdiction of the courts located in Gwinnett County, Georgia for the purpose of resolving any dispute arising out of or concerning this Agreement.

5.3 The parties agree that this Agreement represents the entire agreement between the parties with regard to the subject matter contained herein, and no modification or amendment hereto shall be of any force or effect unless in writing and signed by all the parties hereto.

5.4 All notices between Customer and Jani-King of Atlanta shall be in writing. All notices hereunder shall be sent by United States Postal Service via certified mail, return receipt requested, with proper postage pre-paid, or with a recognized common parcel carrier for overnight, receipt delivery, with delivery costs pre-paid, OR by email with Request a Read Receipt, and shall be sent to the respective addresses stated on the signature page of this Agreement, or such other address as a party may direct from time to time. Either party may change its address for notice by providing the other party written notice of such change. The party entitled to receive notice hereunder shall be deemed to have received notice sent in accordance with the provisions of this Section 5.4 on the earlier of (i) the date such notice is actually received by the party entitled to notice, or (ii) the third (3rd) day following the first (1st) attempted delivery of such notice.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first above written.

CITY OF CLARKSTON-CITY HALL, CITY HALL ANNEX, PUBLIC WORKS

3620 Montreal Creek CT.
Clarkston, GA 30021

CLARKSTON (PUBLIC WORKS)

JANI-KING OF ATLANTA

6190 Regency Parkway, Suite 300
Norcross, GA 30071

ATLANTA OPPORTUNITY, INC. d/b/a
JANI-KING OF ATLANTA

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____



CLARKSTON (PUBLIC WORKS)

CLEANING SCHEDULE

Three (3) visits per week

Monday, Wednesday, Friday

I. CLEANING

(A) All 3 Buildings – CITY HALL, CITY HALL ANNEX, PUBLIC WORKS.
Offices, Hallways, Conference Rooms, Council Chambers, Squad Room, Stairs,
Landings, Breakrooms, Etc.

- a. Empty trash receptacles. All trash receptacles are to be emptied and trash removed to a collection point (Liners to be furnished by Customer).
- b. Vacuum all carpeting. Jani-King will not be responsible for removal of staples from carpeting.
- c. Thoroughly clean sink and wipe down counter tops, tabletops and exterior of appliances in the breakroom. Clean inside of microwave(s).
- d. Clean and dry polish drinking fountains and water dispensers.
- e. Thoroughly dust and/or wipe with treated dust cloth all horizontal and vertical surfaces of desks, file cabinets, chairs, tables, windowsills, pictures and all other furnishings.
- f. Thoroughly dust all telephones.
- g. Dust mop hard surface floors with a treated dust mop, taking care to get into corners, along edges and under furnishings.
- h. Damp mop all hard surface floors, taking care to get into corners, along edges and under furnishings.
- i. Damp wipe entrance metal and entrance glass in order to remove fingerprints, smudges and streaks.
- j. Spot clean all partition glass with glass cleaner.
- k. Dust, dust mop and wet mop all stairwells.
- l. Use a high coefficient disinfectant for proper sanitation.





I. CLEANING (continued)

(B) Restrooms

- a. Stock towels, tissue and hand soap (to be supplied by Customer).
- b. Empty trash receptacles and damp wipe.
- c. Clean and polish mirrors.
- d. Clean towel cabinet covers.
- e. Toilets to be cleaned and disinfected inside and outside. Polish all brightwork.
- f. Toilet seats to be cleaned on both sides and disinfected.
- g. Thoroughly clean and disinfect all sinks and remove splash marks from walls. Polish all bright work.
- h. Dust tops of mirrors and frames with treated dust cloth.
- i. Sweep, wet mop and rinse restroom floors, using a disinfectant .

II. MONTHLY CLEANING

(A) All Named Areas A

- a. Accomplish all high dusting not reached in the above-mentioned cleaning.
- b. Clean exterior of all air vents.
- c. Remove fingerprints and marks from around light switches and door frames.
- d. Vacuum all upholstered furniture.
- e. Dust all window blinds.
- f. Clean inside of refrigerator(s)





GENERAL PROCEDURES

I. SUPERVISION

- A. Jani-King will stay in close contact with the management concerning all work performed.
- B. All Jani-King personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- C. All personnel will be checked regularly as to performance and ability to maintain Jani-King standards.

II. WAGE SCALE

- A. All personnel will be paid no less than minimum scale as required by Federal Law.
- B. Work hours, work week, job methods, procedures, pay periods and pay scale will be thoroughly explained to all personnel.

III. SECURITY PROCEDURES AND INSURANCE

- A. A card file is set up and maintained on all Jani-King personnel.
- B. Jani-King partners and representatives will work closely with management in regard to the use of acceptable personnel.
- C. Jani-King will check to ensure that the building is properly secured before leaving the building.
- D. Jani-King will provide all necessary insurance and bonds on all its personnel.





PERIODIC CLEANING

Upon Customer request, there shall be a charge for periodic cleaning in the amounts below:

I. TILE FLOORS:

- A. \$275.00 minimum
- B. \$100.00 plus \$.40 per sq. ft. and \$1.00 per restroom sq. ft.
- C. Restrooms (Ceramic Floor Machine Scrub) \$50.00 to \$150.00 each.

This is guideline pricing only and may not reflect furniture moving, price increases for floor finish/stripper and non-contiguous flooring. Restrooms to be priced separately. Final price to be determined and approved before commencement of work.

II. CARPET CLEAN:

- A. \$175.00 minimum
- B. General price - under 5,000 sq. ft. (\$.12 per sq. ft.)
- C. General price - from 5,000 sq. ft. to 10,000 sq. ft. (\$.10 per sq. ft.)
- D. General price - over 10,000 sq. ft. - to be negotiated
- E. Heavy Duty w/Spotting - \$.03 additional cents per sq. ft.

III. WINDOW CLEANING

- A. Up to 25 panes (\$5.00 per pane - inside and outside)
- B. Over 25 panes - to be negotiated at time of request

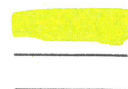
These prices are subject to change. Final price to be determined and approved before commencement of work.





OTHER SERVICES

- I. Janitor closets, equipment and materials shall be kept in a neat, clean and orderly condition at all times.
- II. Defective or inoperative building equipment shall be brought to the attention of the customer, such as:
 - A. Leakage or problem plumbing.
 - B. Defective lights or lighting.
 - C. Doors and/or gates not properly secured.
 - D. Other unusual circumstances that might affect the security, maintenance or effectiveness of the facility.
- III. Carpeting shall be cleaned, upon request, for an additional fee.
- IV. An anti-static material shall be applied to all carpeting, upon request, for an additional fee.
- V. Care shall be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these or any other scheduled operations.



City of Clarkston													
Allocations of American Rescue Plan Act (ARPA) Funding for Clarkston \$4,719,115													
Item	Description	Original Allocation Amount as of 09/07/2021	Allocation Adjustments 10/5/2021 Council Meeting	Allocation Adjustment 12/7/2021 Council Meeting	Allocation Adjustment 01/11/2022 Council Meeting	Allocation Adjustment 02/01/2022 Council Meeting	Allocation Adjustment 05/03/2022 Council Meeting	Allocation Adustment June 2022 Council Meeting	Total Allocations Amount as of 05/03/2022	FY 2021 Amount Spent to Date as of 12/31/2021	FY 2022 Amount Spent to Date as of 08/31/2022	Total Cumulative Spent	Allocated Amount Still Available to Spend
MOU-Empower Clarkston	Tekton Career Training - Empower Clarkston MOU							125,000.00	125,000.00		69,000.00	69,000.00	56,000.00
Health	Promoting Vaccines by incentivising with Gift Cards	75,000.00							75,000.00	10,243.94	16,886.86	27,130.80	47,869.20
Health	Public Health Initiatives to educate the public and distribute wellness kits to disadvantaged communities	55,000.00							55,000.00	33,022.45	21,180.00	54,202.45	797.55
Communications/Marketing	Communications/Marketing Allocations 9/7/2021-Includes VC3 to add automated website email notifications to citizens annually @ \$1,788/yr	10,000.00							10,000.00	697.88		697.88	9,302.12
Calesthenic and Park Equipment	Calesthenic and Park Equipment Upgrades				27,000.00				27,000.00		13,288.20	13,288.20	13,711.80
MOU-GA State University	Community Assessment Translation By Georgia State University						30,000.00		30,000.00		30,047.00	30,047.00	(47.00)
Covid19 Rapid Test Kits	Covid19 Rapid Test Kits				100,000.00		6,000.00		106,000.00	-	105,966.00	105,966.00	34.00
PPE	gloves, sanitizer, masks	25,000.00							25,000.00	5,052.86	247.00	5,299.86	19,700.14
Equipment - COVID19 Signage	Signage COVID19 Information	11,400.00							11,400.00	9,278.72	2,382.82	11,661.54	(261.54)
Equipment-Public Safety	Police Safety Equipment-Flock Cameras and Traffic Cones for Police Vehicles		34,500.00						34,500.00	34,423.50		34,423.50	76.50
Equipment-Public Works	Public Works Safety Equipment - Hydros, Drums, Traffic Control Barriers and Trailer for Hauling and Storage for Public Safety/Streets/Traffic	13,500.00	6,000.00						19,500.00	19,366.19		19,366.19	133.81
TECHNOLOGY	Council/Court Chambers Equipment, Laptops,Premier Air Clearing system, NextRequest Open Records technology	50,000.00	25,000.00				4,893.00		79,893.00	74,371.61	18,403.00	92,774.61	(12,881.61)
Police Vehicle	2015 FORD F150 - Police Vehicle		23,000.00						23,000.00	23,000.00	-	23,000.00	-
Business Assistance	Provide assistance for Clarkston local businesses related to COVID-19. The assistance will cover business enhancement expenses, not to exceed \$15,000 per applicant. Applicants must meet requirements defined by the City Manager.	150,000.00							150,000.00	5,000.00	36,874.78	41,874.78	108,125.22
MOU-Good Samaritan Lutheran Ministries	MOU-Good Samaritan Lutheran Ministries for Clarkston Refugee Housing Assistance & Vaccine Access		17,925.00						17,925.00	6,873.00	10,820.00	17,693.00	232.00
MOU-Veteran's Community Outreach	Veteran's Assistance Program for Clarkston Residents						39,193.00		39,193.00		10,940.03	10,940.03	28,252.97
MOU-Amani Women's Center	Amani Women's Center to proved Covid-19 emergency assistance navigation services for LEP Clarkston Residents						42,000.00		42,000.00		14,000.00	14,000.00	28,000.00
MOU-CDF Story Walk	MOU-CDF Action for Clarkston Story Walk at Friendship Forest Wild Life Sanctuary to assist persons residing in Clarkston that have been adversely impacted by Covid19. CDF Action \$6,370 for start-up/launch and \$22,035.52 for 30 display stands to be ordered by the City of Clarkston		28,405.52						28,405.52	6,370.00	19,178.59	25,548.59	2,856.93
MOU-Burmese Rohingya Community	MOU-Burmese Rohingya Community of Georgia (BRCG) - to implement the BRCG Food and Family Support and Assistance Project to assist persons residing in Clarkston that been adversely affected by the coronavirus.		25,000.00						25,000.00	25,000.00	-	25,000.00	-
Food Assistance	Food Distribution, etc	50,000.00		15,000.00			25,000.00		90,000.00	49,537.86	22,811.11	72,348.97	17,651.03
MOU-Fresh Harvest	MOU-Fresh Harvest for Food Delivery Services to Low Income and largely vaccine-hesitant population					40,000.00			40,000.00		-	-	40,000.00
Home Repair/Weatherization Program	Home Repair/Weatherization program my include air & dust sealing, wall, floors, attic insulation, heating, ventilation, and conditioning system improvements. Energy efficiency improvements my include lighting, hot water tank, pipe insulation, and water conservation devices. Awards not to exceed \$5,000 per resident homeowner.						100,000.00		100,000.00			-	100,000.00

City of Clarkston													
Allocations of American Rescue Plan Act (ARPA) Funding for Clarkston \$4,719,115													
Item	Description	Original Allocation Amount as of 09/07/2021	Allocation Adjustments 10/5/2021 Council Meeting	Allocation Adjustment 12/7/2021 Council Meeting	Allocation Adjustment 01/11/2022 Council Meeting	Allocation Adjustment 02/01/2022 Council Meeting	Allocation Adjustment 05/03/2022 Council Meeting	Allocation Adustment June 2022 Council Meeting	Total Allocations Amount as of 05/03/2022	FY 2021 Amount Spent to Date as of 12/31/2021	FY 2022 Amount Spent to Date as of 08/31/2022	Total Cumulative Spent	Allocated Amount Still Available to Spend
Rental Assistance	Provide rental assistances for Clarkston residents. Applicants must meet the same requirements and documentation used for the last COVID-19 distribution in 2020. The assistance will cover rental expenses not to exceed 3 months or \$3,000.	350,000.00	150,000.00						500,000.00	501,392.00	(2,329.57)	499,062.43	937.57
Mortgage Assistance	Provide mortgage assistance for Clarkston residents. Applicants must meet the same requirements used for the last COVID-19 distribution in 2020. The assistance will cover mortgage expenses not to exceed 3 months or \$3,000.	50,000.00	(25,000.00)						25,000.00	8,176.56		8,176.56	16,823.44
Utility Assistance	Provide Utility assistance for Clarkston residents. Applicants must meet the same requirements used for the last COVID-19 distribution in 2020. The assistance will cover utility expenses for water/sewer, electric and gas not to exceed 3 months utilities or \$1,000.	50,000.00	(25,000.00)						25,000.00	12,113.58	12,508.60	24,622.18	377.82
Quarantine Income Loss	Provide assistance to Clarkston residents who lost income due to quarantine restrictions of Covid19.					100,000.00			100,000.00		-	-	100,000.00
Temporary Staffing	Temporary Staffing Receptionist Position for 2 years						88,741.00		88,741.00		13,937.96	13,937.96	74,803.04
Finance Staffing	Additional Staff Person Finance Department for 2 years						130,000.00		130,000.00			-	130,000.00
Grants Adminstrator	Grants Administrator-Contract Position for 2 years at \$45000/yr						90,000.00		90,000.00			-	90,000.00
Payroll	10% hazard pay	250,000.00					164,000.00		414,000.00	188,944.15	149,521.59	338,465.74	75,534.26
Total City Council Allocations for the above funds are covered until the November Council Meeting.		1,139,900.00	259,830.52	15,000.00	127,000.00	140,000.00	719,827.00	125,000.00	2,526,557.52	1,012,864.30	565,663.97	1,578,528.27	948,029.25
Allocation of remaining funding will be voted by the City Council as new project are defined by the City Council.		3,579,215.00	3,319,384.48	3,304,384.48	3,177,384.48	3,037,384.48	2,317,557.48	2,192,557.48	2,192,557.48	Total Still Available to be Spent			3,140,586.73
		4,719,115.00							4,719,115.00				
Govenor	Governor's Grant Public Safety Grant								18,300.50		18,300.50	18,300.50	
						Grand Total Spent			4,737,415.50	1,012,864.30	583,964.47	1,596,828.77	

CITY OF CLARKSTON

ITEM NO: 7B

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approve

MEETING DATE: October 4, 2022

SUBJECT: Approve October 5, 2022, as Energy Efficiency Day Proclamation.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Mayor Beverly H. Burks
PHONE NUMBER: 404-296-6489

PURPOSE: Council to approve a proclamation recognizing October 5, 2022 as Energy Efficiency Day in the City of Clarkston.

NEED/ IMPACT: None

RECOMMENDATION: N/A.

**A PROCLAMATION BY THE CLARKSTON MAYOR AND CITY COUNCIL
RECOGNIZING OCTOBER 5, 2022 AS ENERGY EFFICIENCY DAY**

WHEREAS, energy efficiency is the cheapest, quickest, and cleanest way to meet Clarkston's needs, avoid dangerous pollution, and reduce utility bills for residents and businesses in our community; and

WHEREAS, implementing energy efficiency and other clean energy policies and programs can help boost economic opportunities and job creation while continuing to move Clarkston toward a sustainable future; and

WHEREAS, smarter energy use reduces the amount of electricity needed to power our lives, which helps avoid power plant emissions that can harm our health, pollute our air, and warm our climate; and

WHEREAS, for cities and states like ours that are trying to tackle harmful pollution, energy efficiency can get us about halfway toward our emissions reduction goals; and

WHEREAS, energy efficiency makes our homes and workspaces healthier, safer, and more comfortable; and

WHEREAS, cutting energy waste saves U.S. households billions of dollars on their utility bills every year, up to \$500 per household from appliance efficiency standards alone; and

WHEREAS, improved energy codes for homes and commercial buildings also can significantly reduce utility costs and create new jobs, and Clarkston supports increasing the minimum levels of efficiency for new buildings through adoption of a stricter code or the model 2021 International Energy Conservation Code (IECC); and

WHEREAS, the residents of Clarkston can continue to contribute to our energy efficiency efforts by learning about and participating in our Weatherization Program; and

WHEREAS, a nationwide network of energy efficiency groups and partners has designated the first Wednesday in October as national annual Energy Efficiency Day; and

WHEREAS, together we can continue to contribute to our sustainability efforts by learning more about energy efficiency and practicing smarter energy use in our daily lives.

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and City Council of the City of Clarkston, Georgia, do hereby recognize the first Wednesday in October as "ENERGY EFFICIENCY DAY" and urge residents to join us in supporting our clean energy goals and moving toward more energy efficiency now and in the future.

SO ORDAINED, this 4th day of October 2022.

ATTEST:

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

By _____
Tomika R. Mitchell, City Clerk

Beverly H. Burks, Mayor

CITY OF CLARKSTON

ITEM NO: 7C

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approve

MEETING DATE: October 4, 2022

SUBJECT: Approve National Hispanic Heritage Month Proclamation.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Mayor Beverly H. Burks
PHONE NUMBER: 404-296-6489

PURPOSE: Council to approve a proclamation recognizing National Hispanic Heritage Month in the City of Clarkston.

NEED/ IMPACT: None

RECOMMENDATION: N/A.

**A PROCLAMATION BY THE CLARKSTON MAYOR AND CITY COUNCIL RECOGNIZING
SEPTEMBER 15 to OCTOBER 15, 2022 AS NATIONAL HISPANIC HERITAGE MONTH**

WHEREAS, the Hispanic Heritage observance began in 1968 as Hispanic Heritage Week under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15; and

WHEREAS, the September 15 date is significant because it is the anniversary of independence for the Latin American countries Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18; and

WHEREAS, with over 62 million Hispanic Americans residing in the United States, Hispanic Americans make up the largest minority group in the nation and have significantly contributed to our government, culture, and economy over generations; and,

WHEREAS, during National Hispanic Heritage Month, the United States celebrates the culture and traditions of Spanish-speaking residents who trace their roots to Spain, Mexico, Central America, South America, and the Caribbeans; and

WHEREAS, Hispanic Americans have made many important advances in areas of law, religion, agriculture, art, music, education, technology, architecture, cuisine, theatre, and exploration; and,

WHEREAS, this year's theme - UNIDOS: INCLUSIVITY FOR A STRONGER NATION, is a reminder that we are stronger together.

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and City Council of the City of Clarkston, Georgia, do hereby recognize September 15 to October 15, 2022, as National Hispanic Heritage Month in Clarkston to acknowledge the contributions of Hispanic Americans.

SO ORDAINED, this 4th day of October, 2022.

ATTEST:

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

By _____
Tomika R. Mitchell, City Clerk

Beverly H. Burks, Mayor

CITY OF CLARKSTON

ITEM NO: 7D

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approve

MEETING DATE: October 4, 2022

SUBJECT: Approve October 16 to October 22, 2022, as Congo Week Proclamation.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Mayor Beverly H. Burks
PHONE NUMBER: 404-296-6489

PURPOSE: Council to approve a proclamation recognizing October 16 to October 22, 2022, as Congo Week in the City of Clarkston.

NEED/ IMPACT: None

RECOMMENDATION: N/A

**A PROCLAMATION BY THE CLARKSTON MAYOR AND CITY COUNCIL RECOGNIZING
OCTOBER 16 to OCTOBER 22, 2022, AS CONGO WEEK**

WHEREAS, since 2008, Congo Week has galvanized the participation of people in over 70 countries and 500 university campuses and communities; and

WHEREAS, Congo Week is a week of activities that commemorates the millions of lives lost in the Congo conflict while celebrating the enormous human and natural potential that exists in the country; and

WHEREAS, communities throughout the globe join in partnership with Congolese each year during the third week of October to screen films, hold teach-ins and forums, organize rallies, host fundraisers, put on concerts and undertake many other activities to elevate the profile of the Congo throughout the globe; and

WHEREAS, Congolese Americans have made exceptional contributions throughout our history in such fields as science, medicine, business, law, government, sports, education, and the arts; and they have played a pivotal role in preparing our state for global outreach and economic success; and

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and City Council of the City of Clarkston, Georgia, do hereby recognize October 16 to October 22, 2022, as Congo Week in Clarkston to acknowledge the contributions of Congolese Americans and people of Congolese heritage to our city.

SO ORDAINED, this 4th day of October, 2022.

ATTEST:

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

By _____
Tomika R. Mitchell, City Clerk

Beverly H. Burks, Mayor

CITY OF CLARKSTON

ITEM NO: 7E

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approve

MEETING DATE: October 4, 2022

SUBJECT: To approve extending the Rental Assistance Program.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Debra Johnson
PHONE NUMBER: 404-296-6489

PURPOSE: To approve the reallocation of \$150,000 of ARPA funds towards Rental Assistance to expire December 31, 2022.

NEED/ IMPACT: The COVID-19 pandemic has resulted in job loss for over 30 million Americans, resulting in financial hardships including inability to make monthly rental payments; and evictions of many families, which would cause more suffering, including exposure to COVID-19. We currently have over 50 residents that have been or are threatening eviction.

RECOMMENDATION: N/A

RESOLUTION CALLING UPON PRESIDENT BIDEN AND THE U.S. CONGRESS TO PROVIDE
ADDITIONAL ASSISTANCE TO THE RENTAL HOUSING COMMUNITY

Sponsored by AWET EYASU #2021-007

WHEREAS, the COVID-19 pandemic continues to negatively impact all aspects of our daily life; and

WHEREAS, to protect public health and slow transmission of this highly contagious communicable virus, the Center for Disease Control and Prevention and state and local departments of public health have issued various orders to close or limit a wide range of businesses and economic activity, causing widespread unemployment; and

WHEREAS, individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19; and

WHEREAS, individuals directly affected by COVID-19 may experience loss of income and expensive health care and medical coverage making it impossible to fulfill their rent payment obligations; and

WHEREAS, the inability of renters to pay their rent directly impacts the nation's housing providers who depend on rent payments to make their mortgage and insurance payments, maintain their apartment buildings, pay their utility and refuse removal bills, and meet their property tax obligations that fund our community services; and

WHEREAS, the majority of our nation's housing rental stock is owned and maintained by small and mid-sized housing providers who lack the reserves to absorb any loss of monthly rental income; and

WHEREAS, since the beginning of the pandemic, many housing providers have worked closely with their residents by creating flexible rent payment plans, waiving fees and connecting residents with social services; and

WHEREAS, state and local governments have created rental assistance programs to assist renters and housing providers make ends meet; and

WHEREAS, in recognition of the impact on housing of this public health crisis, the United States Congress has approved \$25 billion in direct emergency rental assistance; and

WHEREAS, these efforts do not begin to address the housing crisis facing the nation as ten million renters were projected by Moody's Analytics to owe over \$57 billion in back rent in 2020 alone; and

WHEREAS, specific and targeted federal assistance is needed in the areas of short-term Emergency Response, mid-term Recovery, and long-term planning to Rebuild our nation's communities; now, therefore,

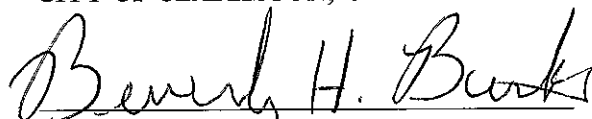
BE IT RESOLVED that we, the Mayor, and the City Council of the City of Clarkston, Georgia, call upon President Joseph R. Biden and the United States Congress to employ the full weight of the federal government to assist the rental housing community by incorporating the following policy priorities:

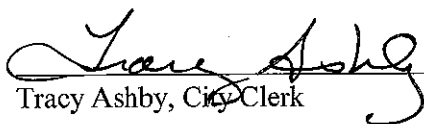
- Short-Term Emergency Response
- Provide assistance to residents that have been financially impacted by the virus,
- Provide additional allocations to the Emergency Rental Assistance Program to fill the assistance gap and respond more effectively to the outstanding need, and
- Promote flexible policies that enable grantees to widely and efficiently distribute rental assistance to all who are in financial need.
- Mid-Term Recovery
- Transition from early pandemic emergency response to a deliberate and sustainable recovery plan that provides resources to impacted businesses and residents, and
- Promote policies that continue to narrowly target and better assist those with enduring and demonstrable financial need, and
- Fully fund existing programs, such as the HUD Section Housing Choice Voucher, to fund long-term housing assistance.
- Long-Term Rebuilding
- Extend the "Build Back Better" initiative to the production of rental housing, with a focus on affordable, workforce and middle market housing, and
- Expand federal infrastructure priorities to drive new investment in rental housing, including affordable, workforce and middle market housing, and

BE IT FURTHER RESOLVED that a suitable copy of this resolution be presented to President Joseph R. Biden; the Honorable Speaker of the House, Nancy Pelosi; the Honorable Senate Majority Leader, Chuck Schumer; and the members of the Georgia congressional delegation.

SO RESOLVED, this 2 day of March, 2021.

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA


BEVERLY H. BURKS, Mayor


Tracy Ashby, City Clerk

Stephen G. Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

ITEM NO: 7F

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approve

MEETING DATE: October 4, 2022

SUBJECT: To approve reimaging Public Safety to include Social (Intervention) Workers in the Clarkston Police Department.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☐ YES ☐ NO
Pages:

INFORMATION CONTACT: Councilmember YT Bell
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve reimaging Public Safety to include Social (Intervention) Workers in the Clarkston Police.

NEED/ IMPACT: Public Safety means ensuring the safety of the community from a holistic perspective, which requires a diversified set of skills and knowledge to address and provide adequate intervention and services to solve complex, social problems. As a result, I am requesting that we employ a social worker in the Clarkston police department in a full-time capacity with work hours from 12-8PM (or flexible hours) for \$85,000 a year including benefits using the Federal American Rescue Plan Act funds. The Social (Intervention) Worker will respond to service calls and provide an array of assistance and services including mental health intervention and referrals, referrals for trauma recovery services, crisis support, and housing solutions for unhoused individuals, as this will allow officers to spend more time focused on violent crime in the city of Clarkston, while the Social (Intervention) Worker provide services to meet the needs of community and provide adequate intervention to address the core issue of the individuals in a culturally competent manner. This position will be evaluated for effectiveness annually and re-evaluated to find appropriate funding sources after being supported using ARPA funds for two years. The City Manager will execute on this position.

RECOMMENDATION: N/A

RESOLUTION NO. _____

A RESOLUTION TO REIMAGING PUBLIC SAFETY: SOCIAL (INTERVENTION) WORKER IN THE CLARKSTON POLICE DEPARTMENT

WHEREAS, the City of Clarkston has worked diligently to provide resources for services, and solutions to problems, but recognizes that more services are necessary to offset the negative impact on the vulnerable population that we serve in the most diverse city per square mile in America;

WHEREAS, the City of Clarkston understands the need to address social issues that have arisen in residents' lives prior to and as a result of the COVID-19 pandemic;

WHEREAS, the City of Clarkston recognizes the benefit to be achieved by employing a Social (Intervention) Worker in the Public Safety Department to meet the current needs of the city and residents;

WHEREAS, the Social (Intervention) Worker will work to identify appropriate programs, curriculum, redesign, and implement a culturally-responsive training for all staff to gain skills and knowledge on ways to incorporate de-escalation and mental health components into a comprehensive response; as well as a training to support and promote a holistic, public safety approach;

WHEREAS, the Social (Intervention) Worker will assist in providing assistance and significant expansion of citywide services and supports for trauma-informed mental health response, gender-based violence response, referrals to trauma recovery services, crisis support services for crime victims, referrals for economic security, and housing solutions for unhoused individuals;

WHEREAS, the City of Clarkston public safety officers and an employed Social (Intervention) Worker will work collaboratively to address social, behavioral, mental, and domestic-related issues to adequately provide services and intervention to address the core problem;

WHEREAS, the public safety department with a social worker will assist with better aligning available resources from fostered relationships and partners to provide assistance to acute and chronic needs of constituents;

WHEREAS, the social worker in the public safety department will develop a comprehensive community intervention programs and analysis that will connect services and address issues that impact the community;

WHEREAS, these proactive measures will help reduce violence and repetitive calls related to or are similar to mental health matters that are outside of the scope of a public safety officers' skill and knowledge,

WHEREAS, the Social (Intervention) Worker will have a understanding of cultural competence, implicit bias, managing mental health crisis, and providing long-term intervention to reduce recidivism and habitual behaviors leading to an arrest;

WHEREAS, the social (intervention) worker will provide response to service calls, allowing officers to spend more time focused on violent crime;

NOW, THEREFORE, BE IT RESOLVED, THAT THE City Council of the City of Clarkston does hereby approve to allocate Eighty Thousand Dollars (\$85,000) in the Federal American Rescue Plan Act (ARPA) a year for two years to the role of a full-time Social (Intervention) Worker in the Clarkston Public Safety Department that will be evaluated annually for effectiveness and impact to find ways through federal, state, and local grants to fund the position for the long-term;

RESOLVED, that the City Manager is authorized to execute on hire to improve the quality of life of all residents and appropriate services will be rendered to residents working alongside the Public Safety Department to provide adequate treatment and services to contribute to the safety and well-being of our residents;

PASSED, APPROVED, and ADOPTED this 4th day of October 2022.

ATTEST:

Tomika R. Mitchell, City Clerk

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

Beverly H. Burks, Mayor

SUMMARY DESCRIPTION: Suggested 12-8PM for the role / \$85,000 including benefits and

CITY OF CLARKSTON

ITEM NO: 8A

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Approve

MEETING DATE: OCTOBER 4, 2022

SUBJECT: To approve the allocation of additional funds to the calisthenic equipment park maintenance/upgrade projects for the installation of a poured stone subbase and rubber surface with site security for \$17,275.00, including a proposed shade structure or canopy up to \$6,000.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐ YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Shawanna Qawiy,
City Manager
Rodney Beck,
Public Works Director
PHONE NUMBER: 404 296 6489

PURPOSE: To approve the allocation of additional funds from ARPA to complete the calisthenic equipment park maintenance/upgrade projects. The projects include installation of a poured stone subbase and rubber surface, with site security for \$17,275.00. The project also includes a proposed shade structure or canopy up to \$6,000. The total will not exceed \$25,000.

NEED/ IMPACT: The Bliss Products and Service Company was the chosen company to produce and install the calisthenics equipment at Milam Park for an allocation not to exceed \$25,000. In order to complete the project with materials that will endure long term play and exercise time, staff reviewed ground covering options. After consultation with staff and other companies regarding ground covering options, the recommendation is to install an environmentally friendly/safe poured stone subbase and rubber surface. Materials will also be a resource for hinderance/prevention of puddling and flooding at the site.

RECOMMENDATION:

Staff recommends approving allocating an additional \$25,000 from ARPA for the completion of the calisthenic equipment park maintenance/upgrade projects.



Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **63531**

Sales Rep: Adam Schmansky
adam@blissproducts.com
C: (248) 882-0567

City of Clarkston

Date 8/31/2022 **Project** Fitness Equipment
PIP Surfacing

Bill To

City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021

Ship To

City of Clarkston
City of Clarkston
1055 Rowland Street
Clarkston, Georgia

Contact

Rodney Beck
Public Works Director

Approximate Ship Date

Ship Via

Terms
Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BPS		Credit from Fitness Equipment Quote	1	-\$2,325.00	-\$2,325.00
INS		Prep Area and provide and Install Stone Subbase 4" Thick	950	\$3.50	\$3,325.00
INS		Provide and Install Poured In Place Rubber Surface to Cover 4'6" CFH - Standard Color and Black 50/50 Mix Standard Colors (Red, Green, Blue, Eggshell)	950	\$14.50	\$13,775.00
INS		Site Security	1	\$2,500.00	\$2,500.00

Sub Total \$17,275.00

Freight 0.00

Taxable Subtotal \$17,275.00 **Tax** 0.00

Financing as low as **\$419.78** / month may be available
pending credit approval.

Grand Total \$17,275.00

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Install Conditions - Unless otherwise noted:

- Site should be clear, level and allow continuous access for delivery, materials and equipment. A space must be provided for the staging and secure storage of equipment within a reasonable distance to the jobsite.
- Installation price based on a single mobilization and unrestricted work hours. We can accommodate special requests but they may result in additional labor costs.
- Installation requiring footers are based on normal soil conditions. Rock, coral, asphalt, foundations, pipes, underground utilities, poor soil conditions, and poor drainage may incur additional charges.
- Bliss will call for public locates but the customer is responsible for locating and identifying all private utilities. We are not responsible for damage to unmarked lines.

- If permitting is required, customer is responsible for providing site survey. Equipment delivery and installation times will not begin until permitting is approved. Permitting fees and engineering drawings not included.
- Bliss will smooth jobsite but full site restoration (such as sod) is not included. Bliss will take every care with trees, curbs, sidewalks, fences and other site obstructions but will not be responsible for damage caused by normal installation processes.
- Removal of trash and spoils is not included. Customer responsible for providing dumpster for debris and/or an area within reasonable distance to spread spoils.
- Bliss will not be held responsible for delays due to weather.
- Customer accepts all responsibility for requests that are not in compliance with ASTM, CPSC or local building codes.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>

Bliss Products and Services, Inc.
Terms and Conditions Applying to the Sale of Goods and Services

Customer: City of Clarkston

Address: 1055 Rowland Street
Clarkston, Georgia 30021

Date: 31 August 2022

**Quote
Number:** 63531

Amount: \$17,275.00

These Terms and Conditions constitute a material part of the agreement between Bliss Products and Services, Inc. ("Bliss") and Customer. Bliss objects to, and does not agree to be bound by, any documentation Customer submits to Bliss. These Terms and Conditions supersede any inconsistent terms and conditions in any documentation Customer submits to Bliss.

A. Definitions

1. "Customer" means the party identified above placing the order to which these Terms and Conditions are attached.
2. "Goods" or "Services" means the items or services for which Customer has placed order with Bliss Products and Services.
3. "Supplier" refers to the manufacturer or vendor that provides to Bliss Products and Services the Goods or Services required to fulfill Customer's purchase order and complete Customer's project.

B. Payment Terms

1. Customer shall pay all invoices in full within 30 days of the date of Bliss's invoice unless Bliss agrees otherwise in writing. Bliss reserves the right to charge Customer interest in the amount of 1 ½ % per month on the unpaid balance of any invoice.
2. Customer may dispute in good faith the amount of any invoice by providing Bliss with a written notice describing the basis of its objection and the amount Customer is disputing. Bliss must receive this notice no later than close of business (5 p.m. Eastern time) on the 7th calendar day after Bliss or its designee or Supplier delivers and/or, if applicable, installs the Goods or Services to the location Customer specified in its purchase order. In addition, Customer must pay to Bliss all undisputed invoiced amounts in accordance with these payment terms.
3. Customer shall reimburse Bliss for the reasonable costs of any successful action to collect past due invoices or other fees or charges.

C. Quotes and Change Orders

Bliss reserves the right to increase a previously quoted price when the Customer requests any change in the Goods or Services described on Customer's purchase order, including changes in the number or types of Goods and a change in delivery date.

D. Delivery/ Loss or Damage to Goods

1. **TITLE, DELIVERY, AND RISK OF LOSS OF GOODS.** Unless otherwise specified delivery points and charges shall be the F.O.B. point specified by Customer, but title to the Goods and risk of loss or damage in transit or thereafter shall pass to Customer when Bliss delivers the Goods to a common carrier for shipment. Customer must deal directly with the common carrier regarding shipping dates and late deliveries; Bliss does not guarantee shipping dates and is not liable for late deliveries.

2. **DAMAGE TO GOODS IN TRANSIT.** Customer shall note any damage to Goods that occurs in transit on the freight bill presented by the delivering common carrier. Customer must make any claims for damage to Goods in transit directly to the delivering common carrier according to the carrier's policies and procedures. Bliss is not responsible and disclaims any liability for damage to Goods in transit.

3. **PROCESS TO RETURN GOODS.** The only returns of Goods Bliss will accept are either stock items or non-stock items the Supplier will accept on return. Customer may not return any Goods without first obtaining a written authorization from Bliss. Customer must return all Goods in new and unused condition within 30 days of the date of the return authorization. Bliss will not accept the return, and will refuse delivery of any Goods without a written authorization by Bliss. Customer must pay a restocking charge as determined by Bliss, which will not exceed 10 % of the invoiced prices, and Customer shall prepay all freight charges in connection with returning Goods. Bliss will issue a credit for freight charges when it makes incorrect shipments. **CUSTOMER MAY NOT CANCEL OR RETURN SPECIAL ORDERS.**

E. Cancellation

Due to the nature of the Goods and Services Bliss sells, Customer may not cancel any order after it is confirmed by Bliss without first requesting a written authorization from Bliss. Bliss will authorize a cancellation only on the following conditions:

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")
2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

F. DISCLAIMER OF WARRANTY

BLISS OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, OF THE GOODS IT SELLS. CUSTOMER MUST LOOK SOLELY TO THE SUPPLIER OF THE GOODS FOR WARRANTIES OF THE GOODS CUSTOMER PURCHASES.

G. LIMITATION OF LIABILITY

In no event shall Bliss be liable for

1. lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
2. any claim by Customer arising out of or based upon the performance, non-performance, or delay in delivery of or defect in the Goods or Services.

H. Customer's Indemnification of Bliss

Customer shall indemnify and defend Bliss from any claim or loss, including reasonable attorney's fees, arising from or relating to any allegation or claim by any third party based on or arising out of one or any combination of the following: (1) Customer's installation of the Goods and any materials Customer provides in connection with the installation; (2) the use of the Goods by Customer or its invitees or guests; or (3) Customer's maintenance of the Goods.

I. Set-off

Customer has no right of set-off or deduction.

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")

2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

J. Credit Approval and Accuracy of Information

All orders are subject to current credit approval. From time to time, Bliss may review Customer's creditworthiness. Customer shall provide Bliss with all credit information Bliss reasonably requests. Customer covenants that all information it provides shall be true and correct, and that Customer shall not omit any information necessary to make such information not misleading. Bliss may refuse to accept an order or refuse shipment if at any time Customer does not meet Bliss's current credit requirements.

K. Pricing, Payment, and Acceptance of Shipment

Bliss may change the price of any order that Customer does not accept for delivery within 90 days of the quotation date. Bliss reserves the right to invoice Customer for and Customer shall pay an amount equal to 90% of the contract price for any Goods Customer does not accept for delivery in a reasonable amount of time after fabrication.

L. Applicable Law

This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

Acknowledged and agreed:

Customer's Name: _____

Address: _____
Street name & number

City, State, Zip code

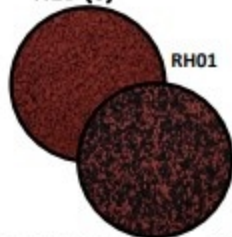
By: _____

Printed name: _____

Title: _____

PIP COLOR CHART

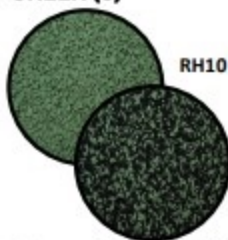
RED (S)



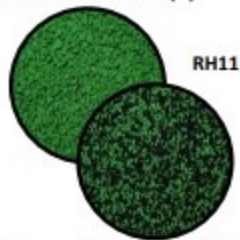
BEIGE (S)



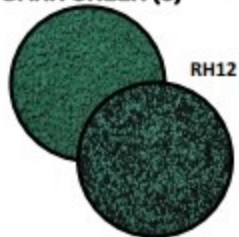
GREEN (S)



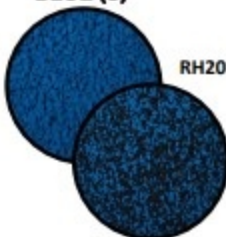
BRIGHT GREEN (S)



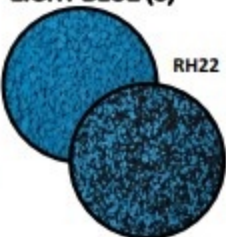
DARK GREEN (S)



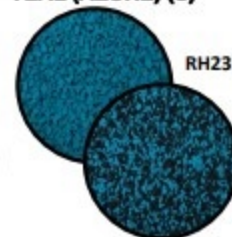
BLUE (S)



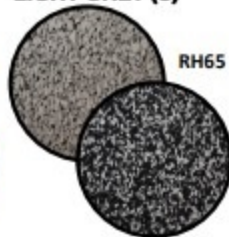
LIGHT BLUE (S)



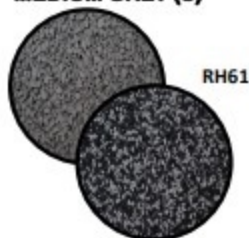
TEAL (AZURE) (S)



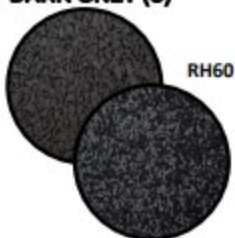
LIGHT GREY (S)



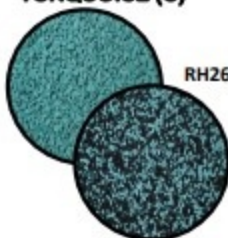
MEDIUM GREY (S)



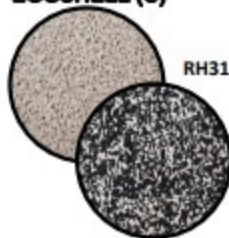
DARK GREY (S)



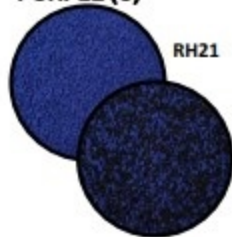
TURQUOISE (C)



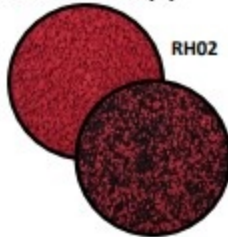
EGGSHELL (C)



PURPLE (C)



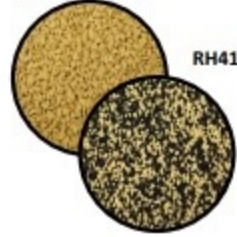
BRIGHT RED (C)



ORANGE (C)



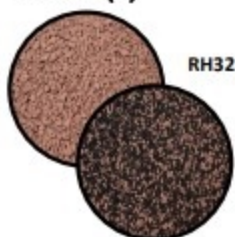
YELLOW (C)



EARTH YELLOW (C)



BROWN (C)



(S) Standard Color - (C) Custom Color

Disclaimer: Colors shown are a close representation of our product. Please be advised that the actual colors

CITY OF CLARKSTON

ITEM NO: 6A

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Vote

MEETING DATE: October 4, 2022

SUBJECT: To vote on variance requests from Doug Steverson/Rajen Sheth of Boardwalk Development Group to eliminate (the) parking requirements and reduce the landscape buffer from 50'to 10' to construct a storage facility for the properties located at 795, 801 and 803 Glendale Road.

DEPARTMENT:
Planning/Economic &
Development

PUBLIC HEARING: ☐ YES ☐ NO

ATTACHMENTS: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT:
Shawanna Qawiy, CM/
Planning Economic and Dev. Director
PHONE NUMBER: 404-296-6489

PURPOSE: To vote on variance requests from Doug Steverson/Rajen Sheth of Boardwalk Development Group to eliminate (the) parking requirements and reduce the landscape buffer from 50'to 10' to construct a storage facility for the properties located at 795, 801 and 803 Glendale Road.

UPDATE: The applicants submitted a letter of notice on September 28, 2022, to withdraw the variance request to reduce the landscape buffer from 50'to 10', per the September 27, 2022 city council work session. Boardwalk has developed a Plan B that fully complies with the 50' landscape buffer.

Boardwalk has also modified the variance request to reduce the parking to 12 parking spaces.

NEED/ IMPACT:

A variance request from the terms of the ordinance must not be contrary to the public and must be evaluated based on the 6 criteria points. A variance may be granted in an individual case of unnecessary hardship upon a finding by the city council that all of the following conditions exist:

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.
2. Such conditions are peculiar to the particular piece of property involved.
3. Such conditions are not the result of the actions of the applicant.
4. A literal interpretation of the provisions of this ordinance would create an unnecessary hardship.
5. The variance requested will not cause substantial detriment to the public good nor impair the purposes or intent of the zoning ordinance.

6. The variance is not a request to permit a structure or use of land not authorized in the applicable district.

STAFF RECOMMENDATION:

Staff recommends denying the variance requests.

PLANNING AND ZONING BOARD RECOMMENDATION: 09/20/2022

The Planning and Zoning Board recommends denying the variance requests.



Jeffrey S. Haymore
404.665.1224

Email:
jhaymore@dillardsellers.com

September 28, 2022

Via E-mail:

Hon. Beverly H. Burks, Mayor (via e-mail: bburks@cityofclarkston.com)
Hon. Awet Eyasu (via e-mail: aeyasu@cityofclarkston.com)
Hon. Debra Johnson (via e-mail: djohnson@cityofclarkston.com)
Hon. Jaime Carroll (via e-mail: jacroll@cityofclarkston.com)
Hon. Laura Hopkins (via e-mail: lhopkins@cityofclarkston.com)
Hon. Susan Hood (via e-mail: shood@cityofclarkston.com)
Hon. YT Bell (via e-mail: ythopkins@cityofclarkston.com)

Re: Variance for 795, 801 & 803 Glendale Road, Scottsdale, GA 30079 ("Property")

Dear Mayor & City Council,

Our firm represents Boardwalk Development Group ("Boardwalk"). On August 16, 2022, Boardwalk filed a single variance application seeking relief from two zoning ordinance requirements. First, elimination of parking and second reduction of the landscape buffer from 50' to 10'. Boardwalk appreciates the discussion of the application at last night's work session including your direction for Boardwalk to submit in writing Boardwalk's current request for variance relief.

Please accept this letter as notice of Boardwalk's **withdrawal of its variance request to reduce the landscape buffer** from 50' to 10'. As discussed at last night's work session, Boardwalk has developed a "Plan B" that fully complies with the 50' landscape buffer.

Please also accept this letter as notice of Boardwalk's **modified variance request to reduce the parking to 12 parking spaces**. As originally filed, the variance application imprecisely requested "elimination" of the parking requirement, although it noted "Applicant can fit 20 total [parking] spaces". As discussed last night, the required parking for 125,000 SF building is 63 parking spaces based on a ratio of 1 space per 2,000 SF.¹ Please be advised that "Plan B", enclosed herein proposes a slightly smaller 119,250 SF building and 14 parking spaces. At the applicable ratio, the required parking is 59 parking spaces (119,250 SF/2,000). Thus, Boardwalk

¹ A specific parking standard for self-storage facilities is not found within the City's zoning ordinance. Prior to the Application filing, it is Applicant's understanding that the Planning and Development Director determined, based on the direction of City Code Sec. 1106(b), that self-storage use is most similar to "commercial, manufacturing and industrial not for retail" use, which requires parking at a ratio of 1 space per 2,000 square feet.

seeks variance approval to allow for the reduction of the required parking from 60 spaces to 12 parking spaces.

Regarding parking, City Code Sec. 1106(b) Section provides:

“Where the parking requirement for a particular use is not described in this article, and where no similar use is listed, the mayor or his/her designee shall determine the number of spaces to be provided based on requirements for similar uses, location of the proposed use, the number of employees on the largest shift, total square footage, potential customer use, and other expected demand and traffic generated by the proposed use. In making any such determination, the mayor or his/her designee shall follow the principles set forth in the statement of purpose at the beginning of this article.”

That “statement of purpose” for the parking chapter reads:

“it is the intent of this zoning ordinance that all buildings, structures, and uses of land shall provide off-street parking and loading space **in an amount sufficient to meet the needs caused by the building or use of land** and that such parking and loading spaces are so oriented that they are readily useable for such purposes.”

City Code Sec. 1101(a).

Thus, the inquiry directed by the City Code focuses on expected demand based on similar uses as a proxy for determining sufficiency to meet the parking demand based on use of the land. Enclosed herein as Exhibit “A” are relevant pages from the Institute of Transportation Engineers (ITE) Parking Generation Manual (5th Edition, 2019).

The ITE Parking Generation Manual provides parking demand ratios for a variety of land uses based on a range of historical data and points and trends, including self-storage facilities. The ITE Parking Generation Manual is an authoritative source used by industry and local governments around the country. It provides a more realistic parking demand rate for self-storage than simply lumping them in with general commercial or industrial, such as general warehousing. According to the ITE Parking Generation Manual on the following page, the appropriate ratio of parking spaces for each 1,000 square feet of self-storage space is .10 (weekday peak) and .09 (weekend peak).

Land Use	Peak Parking Rate		Qty (sq. ft.)	Peak Parking Demand	
	Weekday	Weekend		Weekday	Weekend
Mini-warehouse (151)	0.10	0.09	119,250	12	11

September 28, 2022
Page 3

Office (710)	2.39	0.28	1,000	2	1
Total				13	12
Clarkston Requirement					59
Proposed Capacity					14

Note: ITE Parking Generation Manual (5th Edition, 2019). Peak Parking Rates are expressed as spaces per 1,000 sq. ft. Management office is analyzed as a separate land use for a conservative approach. Boardwalk will have no more than 2 employees onsite at the same time.

As shown above, the ITE Parking Generation Manual shows the proposed self-storage facility is anticipated (based on studies around the country) to generate a demand for twelve (12) parking spaces at weekday peak hour and eleven (11) parking spaces at weekend peak hour. Applicant's site plan proposes twelve (12) vehicle parking spaces, which is "sufficient to meet the needs caused by the building or use of land." See, City Code Sec. 1101(a).

Boardwalk would greatly appreciate the opportunity to speak with each of you prior to the October 4, 2022 public hearing. to further answer some of the questions you posed last night. Please feel free to contact me at 404-665-1243 or jhaymore@dillardsellers.com.

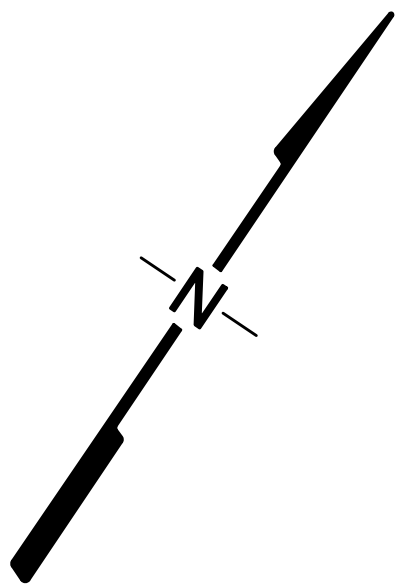
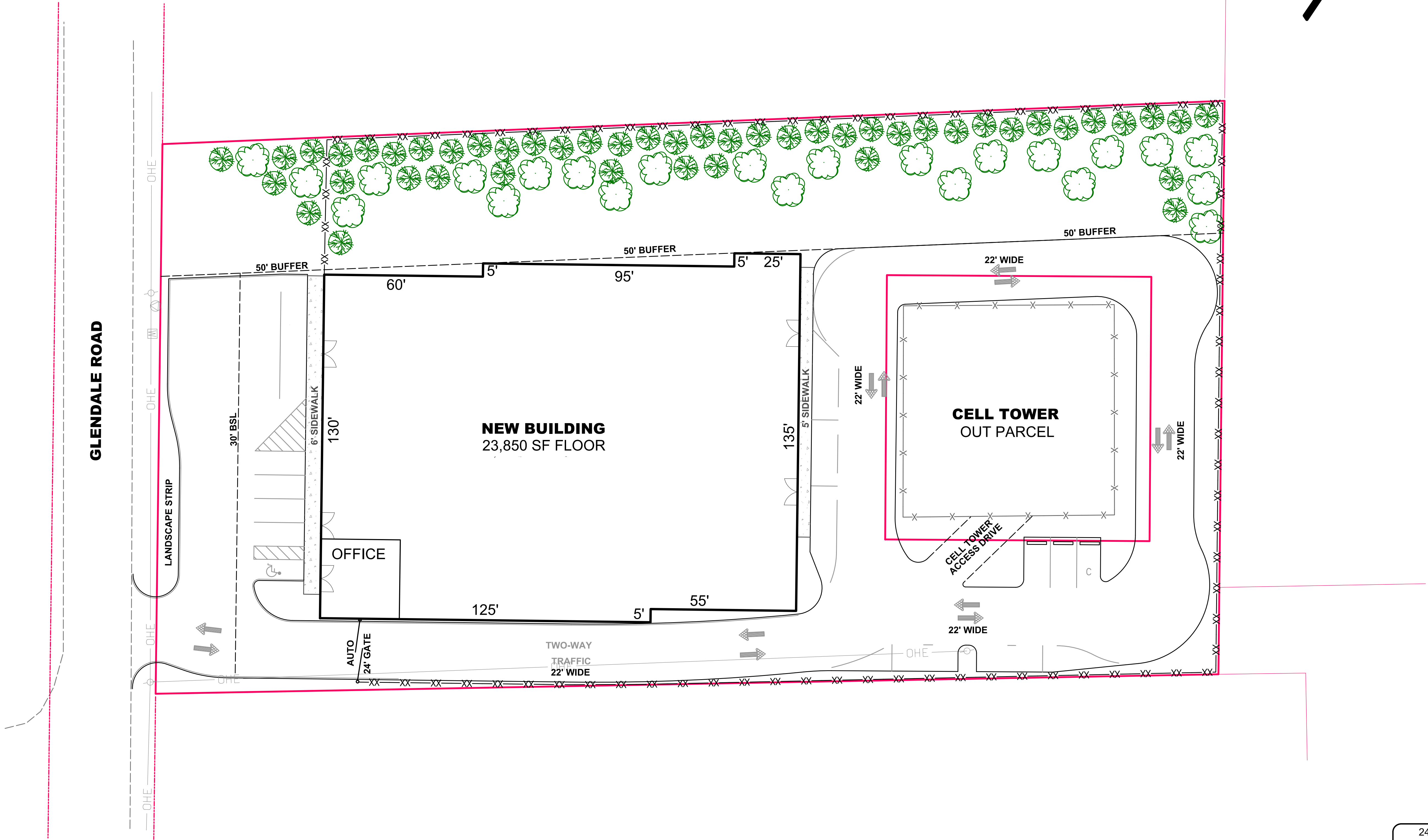
Sincerely,



Jeffrey S. Haymore

Enc.

Cc: Shawanna N. Qawiy, City Manager/Planning and Development Director
Raj Sheth, Boardwalk Development Group, CEO



24 HR CONTACT
ILDE ROBLES
(770) 403-8517



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PREPARED FOR:

[OWNER]
[DEVELOPER]

 **BOARDWALK**
DEVELOPMENT
GROUP

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SUWANEE, GA 30024 - 6063

Tel: 770.640.0022
www.boardwalkselfstorage.com

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ILDE ROBLES

Boardwalk Storage Glendale					
801 GLENDALE ROAD					
PROJECT ADDRESS					
65 / 18th					
LAND LOT / DISTRICT					
CITY OF SCOTTDAL, DEKALB COUNTY, GA					
CITY COUNTY STATE					

SIGNED / SEALED

DATE:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	</
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Exhibit A

Land Use: 151 Mini-Warehouse

Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as "self-storage" facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (nine study sites) and a Saturday (one study site) in a general urban/suburban setting.

Hour Beginning	Percent of Peak Parking Demand	
	Weekday	Saturday
12:00–4:00 a.m.	0	—
5:00 a.m.	0	—
6:00 a.m.	0	—
7:00 a.m.	0	—
8:00 a.m.	14	—
9:00 a.m.	71	—
10:00 a.m.	50	—
11:00 a.m.	79	—
12:00 p.m.	57	—
1:00 p.m.	64	91
2:00 p.m.	64	27
3:00 p.m.	79	55
4:00 p.m.	71	100
5:00 p.m.	100	91
6:00 p.m.	14	27
7:00 p.m.	0	0
8:00 p.m.	0	—
9:00 p.m.	0	—
10:00 p.m.	0	—
11:00 p.m.	0	—

Additional Data

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Massachusetts, Minnesota, and Texas.

Source Numbers

37, 314, 415, 556, 562

Mini-Warehouse (151)

Peak Period Parking Demand vs: Storage Units (100)

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 4:00 - 6:00 p.m.

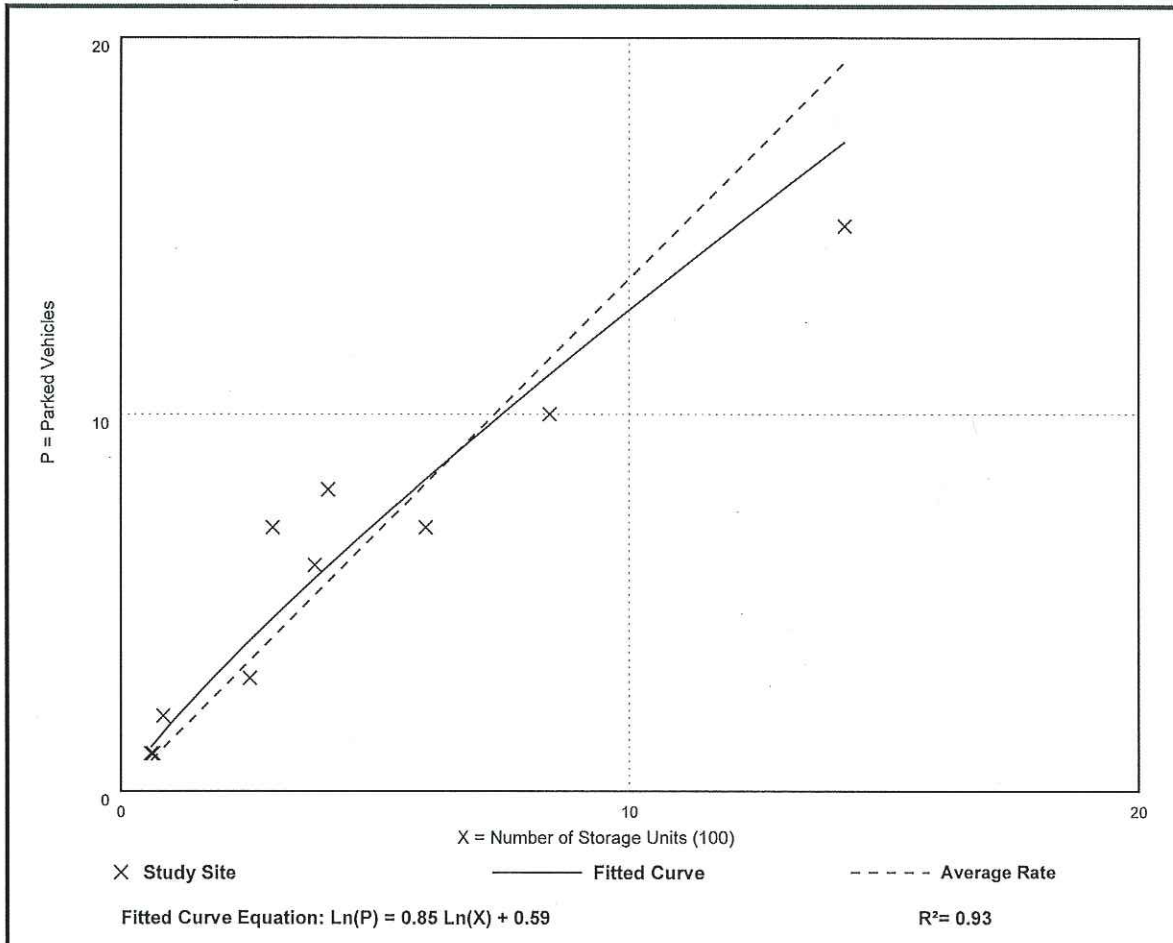
Number of Studies: 10

Avg. Num. of Storage Units (100): 4.4

Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.36	1.05 - 2.38	1.18 / 2.35	***	0.43 (32%)

Data Plot and Equation



Mini-Warehouse (151)

Peak Period Parking Demand vs: Storage Units (100)

On a: Saturday

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 1:00 - 5:00 p.m.

Number of Studies: 2

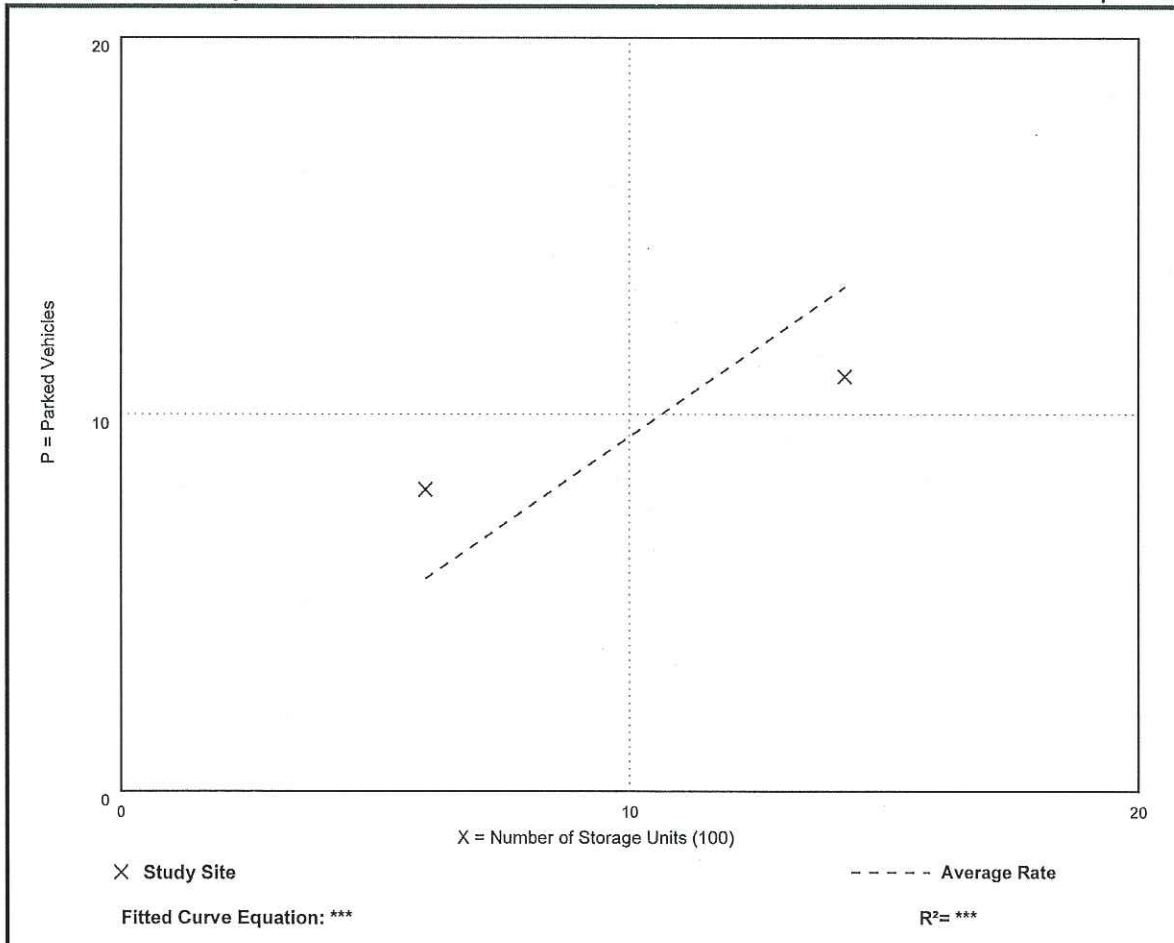
Avg. Num. of Storage Units (100): 10

Peak Period Parking Demand per Storage Unit (100)

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.94	0.77 - 1.33	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size



Mini-Warehouse (151)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 4:00 - 6:00 p.m.

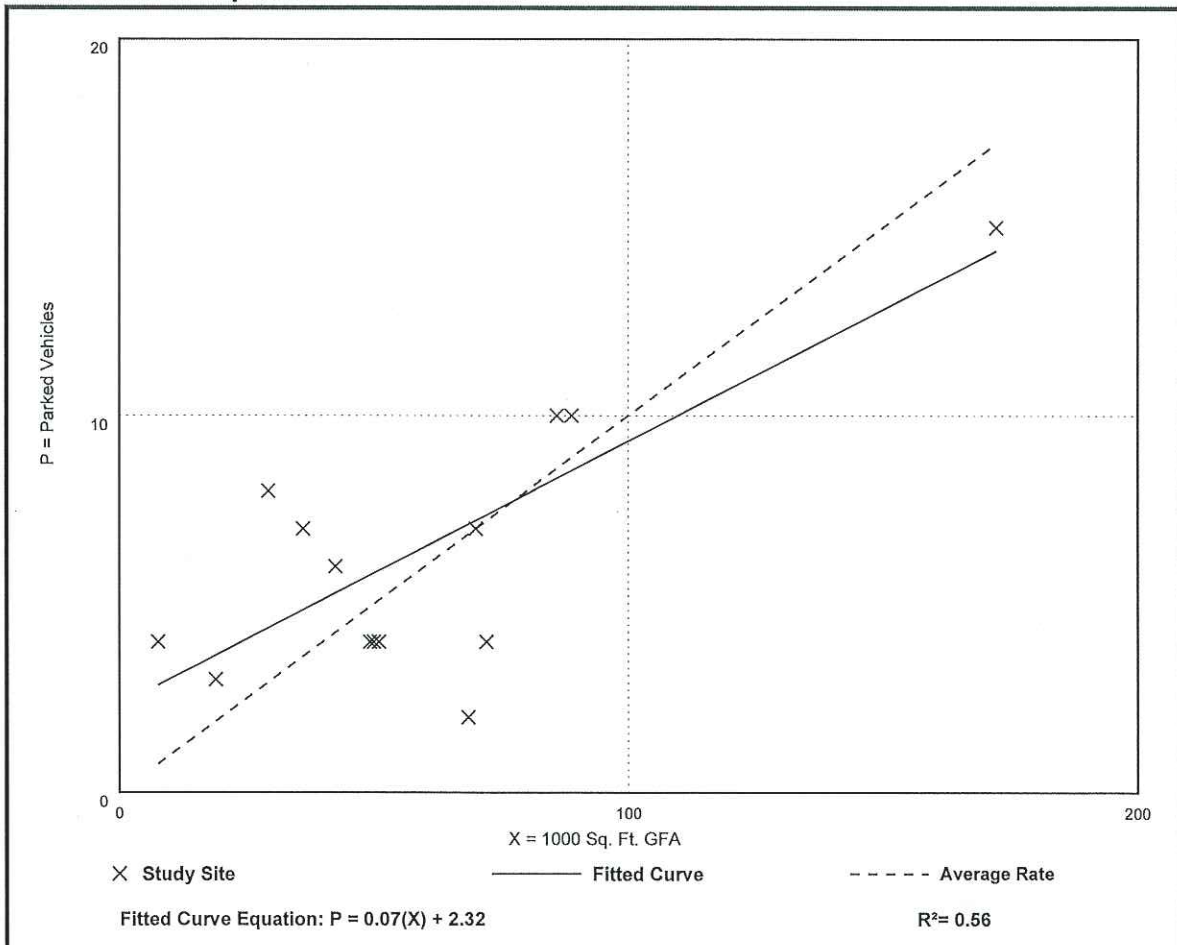
Number of Studies: 14

Avg. 1000 Sq. Ft. GFA: 60

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.10	0.03 - 0.53	0.08 / 0.25	***	0.07 (70%)

Data Plot and Equation



Mini-Warehouse (151)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Saturday

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 1:00 - 5:00 p.m.

Number of Studies: 3

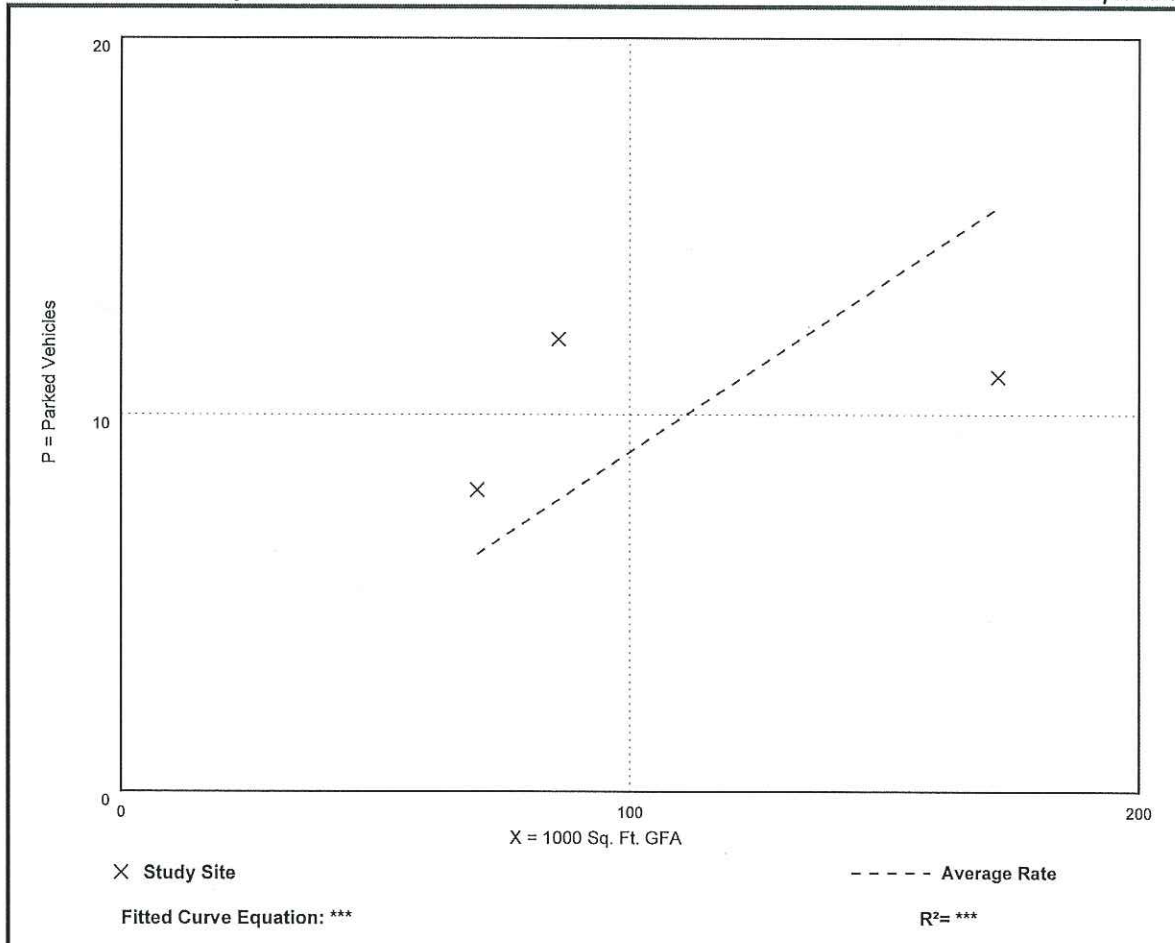
Avg. 1000 Sq. Ft. GFA: 109

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.09	0.06 - 0.14	0.08 / 0.14	***	0.04 (44%)

Data Plot and Equation

Caution – Small Sample Size



Mini-Warehouse (151)

Peak Period Parking Demand vs: Employees

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 4:00 - 6:00 p.m.

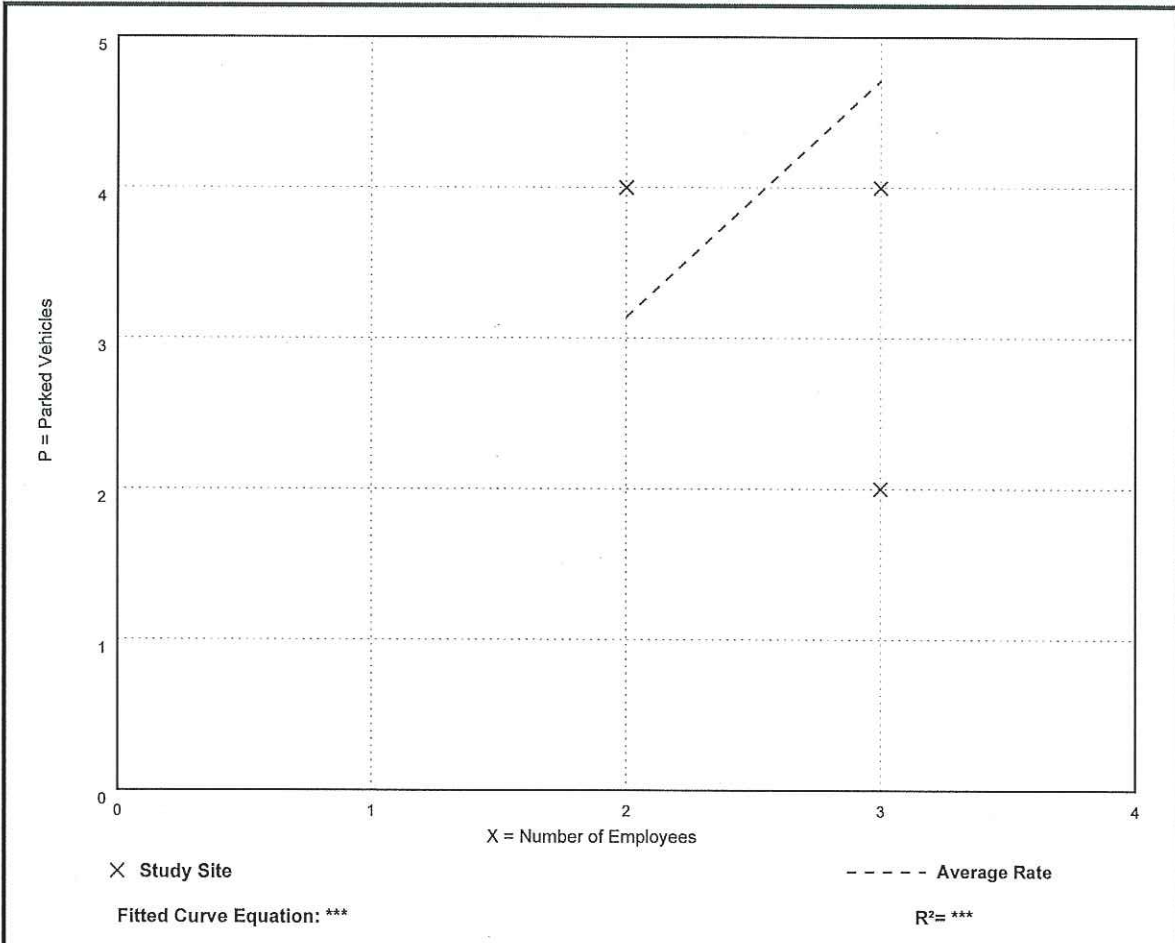
Number of Studies: 6

Avg. Num. of Employees: 2.3

Peak Period Parking Demand per Employee

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.57	0.67 - 2.00	1.54 / 2.00	***	0.59 (38%)

Data Plot and Equation



Mini-Warehouse (151)

Peak Period Parking Demand vs: Employees

On a: Saturday

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 1:00 - 5:00 p.m.

Number of Studies: 1

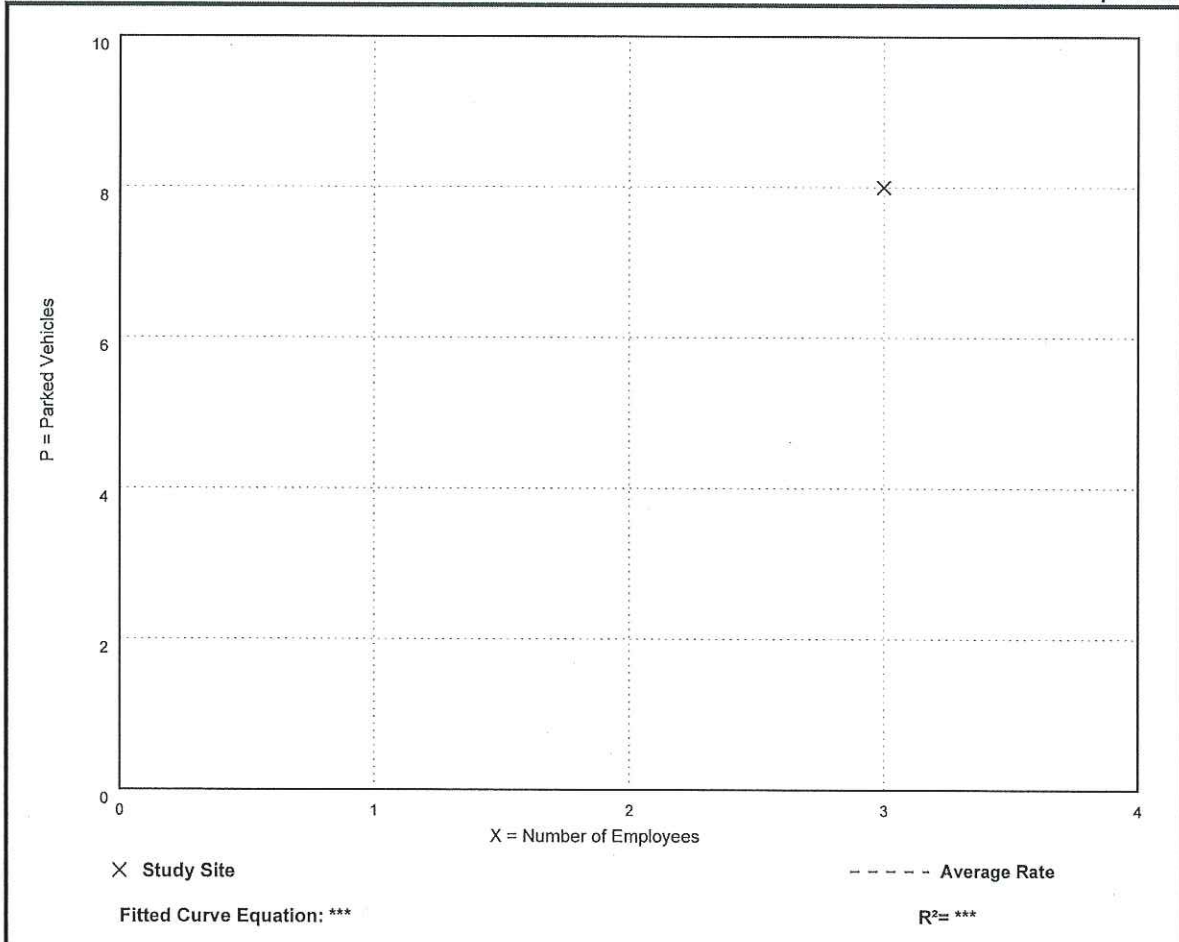
Avg. Num. of Employees: 3.0

Peak Period Parking Demand per Employee

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
2.67	2.67 - 2.67	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size





PLANNING & ZONING BOARD MEETING

AGENDA

September 20, 2022, 7:00 PM
ZOOM

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF JUNE 2022 MEETING MINUTES.

PUBLIC HEARING:

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

D. OLD BUSINESS

E. NEW BUSINESS

1. **PUBLIC HEARING:** To consider a variance request from Doug Steverson/Rajen Sheth of Boardwalk Development Group to eliminate (the) parking requirement and reduce the landscape buffer from 50' to 10'. The subject properties are located at 795, 801 and 803 Glendale Road, Scottdale, GA (City of Clarkston, GA) 30079 zoned I-Light Industrial.

F. OTHER BUSINESS

G. ADJOURNMENT

Join Zoom Meeting

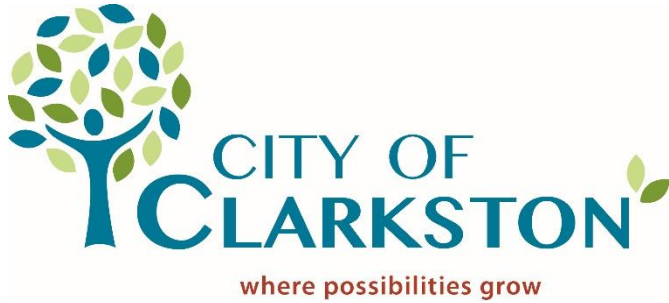
<https://us02web.zoom.us/j/87129352968?pwd=MWkzMTVhRkFk2UHhpgNFoxQW5LSUpRQT09>

Meeting ID: 871 2935 2968

Passcode: 956262

Dial by your location

- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)



PLANNING & ZONING BOARD MEETING MINUTES

September 20, 2022, 7:00 PM

MINUTES

A. CALL TO ORDER: The meeting was called to order at 7:03PM.

B. ROLL CALL: Chair Charles McFarland, Herbert Clark, Lisa Williams, Vice Chair Felicia Weinert, Birendra Dhakal.

C. APPROVAL OF JUNE 2022 MEETING MINUTES: Charles McFarland called for a motion to approve the June 2022 meeting minutes. Birendra Dhakal made the motion to approve, Lisa Williams seconded, and the motion passed 5/0/0.

D. NEW BUSINESS

PUBLIC HEARING: To consider a variance request from Doug Steverson/Rajen Sheth of Boardwalk Development Group to eliminate (the) parking requirement and reduce the landscape buffer from 50' to 10'. The subject properties are located at 795, 801 and 803 Glendale Road, Scottdale, GA (City of Clarkston, GA) 30079 zoned I-Light Industrial.

Chairman McFarland read the public hearing criteria and the variance requests. CM/PED Director Qawi gave an overview of the variance requests and the variance criteria for the locations of 795, 801, 803 Glendale Road. The representatives for the variance requests were introduced by CM/PED Director Qawi; Jeff Haymore-land use attorney Rajen Sheth-CEO of Boardwalk Group, and Ildle Robles.

The applicants made a presentation of the variance request. A clarifying statement was made by the applicants that the request was not to eliminate the parking requirements, but to reduce to 20 spaces.

According to the applicants and the presentation, there are 48,000 storage facilities in the United States. 2600 storage facilities are currently under construction. 93% are at capacity.

The request is to construct a Class A two (2) bath, two (2) elevator professional space that will open from 9AM -6PM. The lights will be triggered when a customer enters the facility and a specific floor.

The building will remain in the current location of existing foundation. There are currently no barriers between the residential and light industrial zoning. Three (3) trees exist in the 50' landscape buffer zone.

CM/PED Director Qawi made a correction to the square footage on the presentation from 25, 000 square feet to 125, 000 square feet with 5 floors. (125,000 x5)
62.5 parking space are required, with 20 spaces requested by the applicant.

The parcels are currently under contract. The applicants are required to maintain an access easement for the cell tower currently located at 799 Glendale Road.

Chairman McFarland opened the public hearing.

Amy Medford spoke against the requests. Detailing that she is against increasing pavement and removing the requirements of the landscaped buffer. She also mentioned that the city currently has a moratorium on storage facilities. The hardship is a self-created one by the applicant stated Amy Medford.

With no additional speakers from the public, Chairman McFarland closed public comment.

Lisa Williams asked about the number of units for the proposed storage facility and that she does not understand the hardship. She also inquired about the ownership of the cell tower, the maximum height requirement, whether or not all residential community members had been notified and are there any additional residential communities in the vicinity.

CM/PED Director Qawiy commented that there is a residential community across from the proposed development. 600 units will be constructed. The applicant is requesting 8-10 parking spaces. The applicants are requesting to design for 20 spaces.

Felicia Weinert and Birendra Dhakal inquired about the number of parking spaces that would be available for U-hauls. The applicants responded none.

Felicia Weinert also made a remark about the facility that is .05 mile away at I-285 and Church Street.

Charles McFarland inquired about the statement made by the applicant that the rezoning of the adjacent property to NR-3 has created a hardship. The response from the applicant was that the area is light industrial, and the rezoning to NR-3 created the hardship. Lisa Williams asked about additional residential in the area. CM/PED Director Qawiy responded by stating that a residential community is across from the proposed site.

Herbert Clark questioned the economic advantage for the residents that are on fixed incomes and is it cost effective for the citizens. He also questioned whether a 600-unit facility is needed.

The applicant stated that without the approval of the variance requests the development cannot be constructed per their need.

With no additional discussions from the Board and the applicants, Chairman McFarland called for a motion.

Lisa Williams made the motion to deny the variance requests, seconded by Felicia Weinert and the motion passed 4/0/1. Birendra Dhakal abstained.

E. ADJOURNMENT: Charles McFarland called for a motion to adjourn. Felicia Weinert made the motion to adjourn, seconded by Herbert Clark. The meeting was adjourned at 7:55PM.



VAR-02-09-22

CITY of CLARKSTON
VARIANCE ANALYSIS

Report Prepared by: Shawanna N. Qawiy, MPA, MSCM
Planning, Economic and Development Director

Applicant: Doug Steverson/Rajen Sheth

Location: 795/801/803 Glendale Road, Clarkston, GA 30021

Parcel ID(s): 18 065 06 042 / 18 065 06 032/ 18 065 06 043

Lot Size: 1.85 acres

Current Use: Vacant warehouse/ Empty Lot/ Telecommunications tower/lot

Proposed Use: A class A 125,000 SF multi-story climate controlled self-storage facility.

Zoning: I- Light Industrial

Zoning and Use of Surrounding Properties:

	Zoning	Land Use
North	NR-3 High Density Neighborhood District	N/A Church Street (Glendale Rowe- 60-unit townhomes)
South	I-Light Industrial	Decatur Paint and Body Inc. Spectrasite Communications LLC (Cellular Tower)
East	I-Light Industrial	Industrial Office Park
West	I-Light Industrial	Business Plaza INTNOJ Barbershop Vacant Space-Restaurant Body Shop (Corner of Church St. / Glendale Rd.)

Requests: Variance requests to eliminate the parking requirements and to reduce the landscape buffer from 50' to 10'.

Signs Posted: **September 1, 2022**

P&Z Meeting: **September 20, 2022**

City Council Meeting: **October 4, 2022**

Analysis:

According to Section 1107 Minimum off-street Parking Requirements; one (1) parking space is required per 2,000 square feet.

Commercial, manufacturing and industrial not for retail	1 space per 2,000 sq. ft. of gross office, plant and storage area
---	---

Section 709- I Light Industrial district (g) Buffer requirements, (1) When a use within the I district abuts any residential district use, a fifty-foot landscaped buffer shall be required.

The applicant is proposing to eliminate the parking requirements and reduce the required landscape buffer from 50' to 10' to construct a Class A multi-story climate-controlled self-storage facility. The proposed facility will be 5 stories at 125,00 SF of storage with 40 units.

The variance request is currently for three (3) parcels. 803 Glendale Road is the location of a telecommunication tower that has an access easement to the property from 795 Glendale Road. 801 Glendale Road is a vacant warehouse.

According to Section 709 I Light Industrial zoning district the I-zoning is intended to have access to arterial roadways and utilities and discourage uses which are incompatible with light manufacturing. When located on the perimeter of an industrial node, I zoned properties should provide for uses that are low in intensity and scale to ensure compatibility with adjacent properties.

Mini-warehouse and self-storage facilities are permitted land uses in the I-Light Industrial zoning district with the required specifications.

Criteria for Granting a Variance (Article III, Sec. 308):

Criteria 1: There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.

The three (3) parcels do not have an extraordinary or exceptional condition pertaining to the size, shape, or topography. 803 Glendale Road is the location of the telecommunications tower that has an access easement from the property located at 795 Glendale Road.

Criteria 2: Such conditions are peculiar to the particular piece of property involved.

803 Glendale Road is the location of a telecommunications tower that has an access easement to the property from the property located at 795 Glendale Road, the location of a vacant warehouse. These conditions are not peculiar to the properties involved.

Criteria 3: Such conditions are not a result of the actions of the applicant.

The current conditions of the properties are not the result of the actions of the applicant. The such conditions existed prior to the purchase of the properties by the applicant.

Criteria 4: A literal interpretation of the provisions of this ordinance would create an unnecessary hardship.

A literal interpretation of the provisions of the ordinance would not create an unnecessary hardship.

Criteria 5: The variance requested will not cause substantial detriment to the public good nor impair the purposes or intent of this zoning ordinance.

The variance requested may cause a substantial disadvantage to the public good due to an established storage facility within 0.5 mile of the proposed site. The variances request to eliminate the parking requirements and reduce the landscape buffer will impair the purpose and/or intent of this zoning ordinance.

Criteria 6: The variance is not a request to permit a structure or use of land not authorized in the applicable district.

The applicant's variance request is not to permit a structure or use of land not authorized in the applicable zoning district. The request is to vary the development regulation requirements outlined in the zoning ordinance.

Staff Recommendation:

Staff recommends **DENYING** the variance request.

Attachments:

- Application package including proposed site plan
- Pictures of the site.
- Sections of the Clarkston Zoning Code and Ordinance referenced in the analysis



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) *-no plats have been recorded*
- ☒ 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

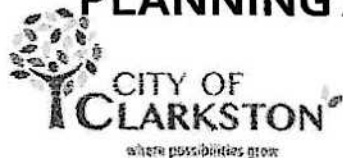
Doug Stevenson/Rajen Sheth		Boardwalk Development Group
Applicant Name		Company
770-331-7949	770-640-0022	
Primary Phone #	Alternate Phone #	Fax #
dougs@boardwalkstorage.com		
Email Address		

PROJECT SUMMARY

Boardwalk Storage - Glendale Rd (BSGR), A Class-A Multi-Story Climate-Controlled self storage facility
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).

1. Eliminate parking requirement. Site useability is limited because of the cell tower and accompanying easement. For the applicant's proposed use, very limited parking is needed for day to day operations. Applicant can fit 20 total spaces.
2. Reduce landscape buffer from 50' to 10'. When the site next door was rezoned for townhomes, it negatively



CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
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impacted the setbacks for the subject property. Applicant is comfortable with a 50' building setback but request a variance to reduce the undisturbed buffer to allow for a driveway around the building. Applicant has reached out to the affected neighbors to discuss and has received support/approval (supporting documentation is attached) for the proposed redevelopment.

Total Number of Parcels Involved:	<u>3 - to be combined</u>	Total Project Area (acre/sf):	<u>1.85 AC</u>	Total Disturbed Area:	<u>Approximately 1.5 AC</u>
Total Number of Buildings:	<u>1</u>	Total Estimated Construction Cost:	<u>\$7,000,000</u>		

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

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

Applicant Signature
☐ Property Owner

☒ Owner's Agent

8/16/22
Date



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

795, 801, and 803 Glendale Rd		Scottdale, GA	30079
Property Address/Location	Suite/Apt. #	City, State	Zip Code
18 065 06 032, 18 065 06 043, 18 065 06 042		1.85 AC	
Parcel ID/Property Tax Identification Number		Total Acreage	
Dilapidated warehouse (tear down)		Light Industrial	
Present Use(s)		Present Zoning (Official Zoning Map)	
Class-A Multi-story Climate Controlled Self-Storage			
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.

Subdivision Name	Lot #	Block #
------------------	-------	---------

PROPERTY OWNER

Joseph C. Gargiulo

Owner (Person, Firm, Corporation, or Agency)	Company Name
3111 E. Ponce de Leon Ave.	Scottdale, GA 30079
Mailing Address	City, State Zip Code
404-294-4726	n/a (Property owner does not use email)
Primary Phone #	Fax # Email Address

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

Doug Stevenson/Rajen Sheth - Boardwalk Development Group

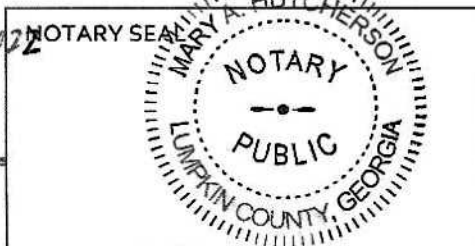
Name and Company (Owner's Agent or Attorney)			
5400 Laurel Springs Pkwy	Ste. 301	Suwanee, GA	30024
Mailing Address	Suite/Apt. #	City, State	Zip Code
770-331-7949	n/a	dougs@boardwalkstorage.com	
Primary Phone #	Fax #	Email Address #	

AUTHORIZATION FOR AGENT (If applicable)

Owner Signature	Date
JOSEPH C. GARGIULO	8-16-22
Print Name	

Subscribed and sworn before me this 16th day of August, 2022

Mary A. Hutcherson





CITY of CLARKSTON
PLANNING AND DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION

1055 ROWLAND STREET
CLARKSTON, GA 30021
404.296.6489

day of August, 20 22.

May A. Hutchinson
Signature of Notary Public in the State of Georgia

795, 801 & 803 Glendale Road, Clarkston, GA
Proposed Redevelopment – A Class A Multi-Story Climate Controlled Self-Storage Facility

Aerial View



Street View – Looking SE



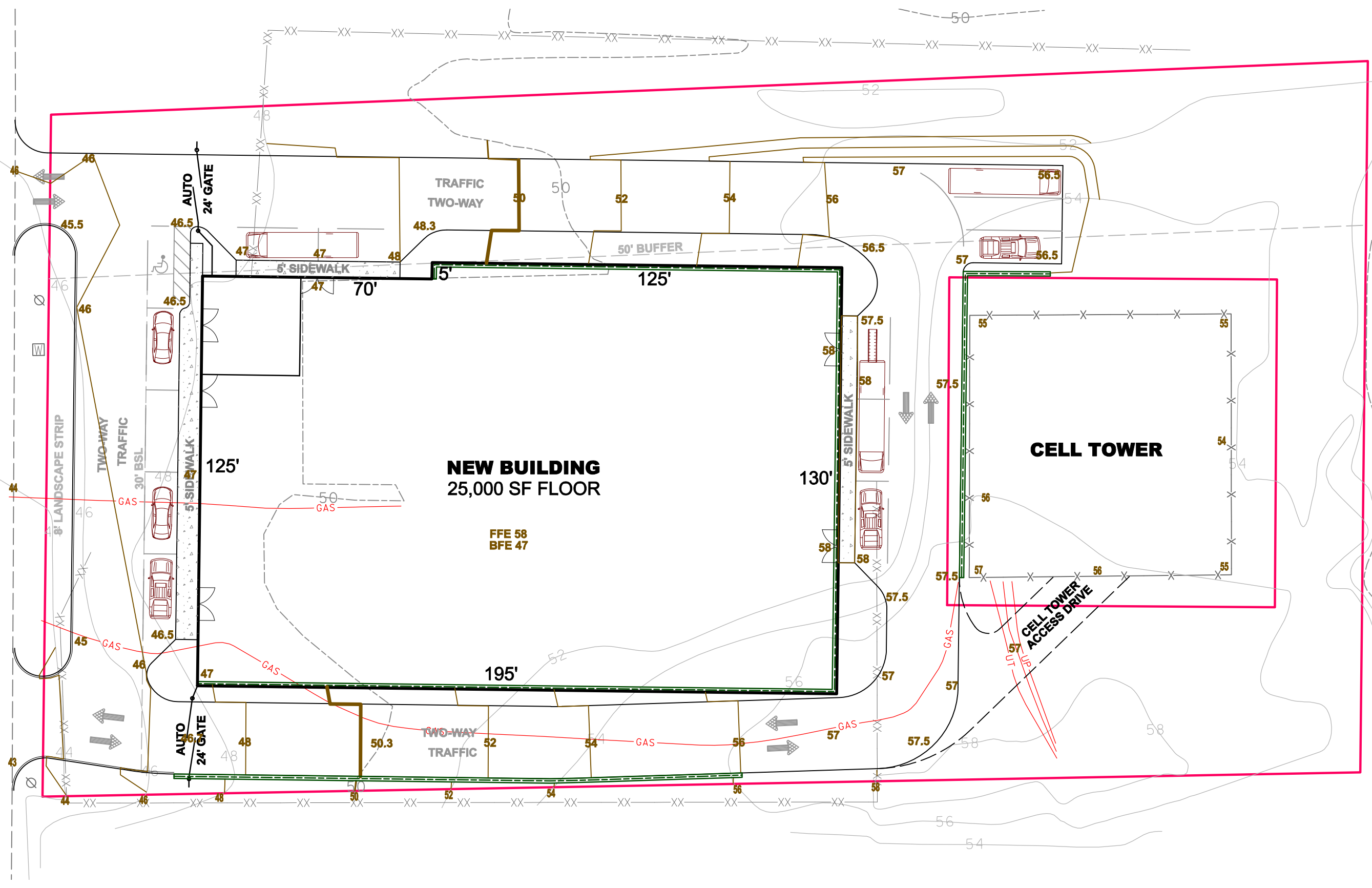
Street View – Looking NE



Class A Multi-Story Climate Controlled Self-Storage Buildings



GLENDALE ROAD



1. You are not subject to any restrictions, restrictions, or limitations on disclosure that any event or information is material.
2. Understate profits and create losses for me! The investor does not like companies with big losses or negative earnings.
3. No federal statements are filed with SEC for the first 30.
4. No fact was ever prepared for the stock of any of the financial or without capital markets.
5. No commitment from him with property.
6. Double earnings for 100 BA.
7. No action in 100.

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doi:10.1017/S0022292412001612

Life
of
a
Great
Man

© 2005 Blackwell Publishing Ltd *Journal of Internal Medicine* 258: 103–110

2. IA/ACSM SURVEY FOR
JOSEPH GARCIA
AND CHICAGO TITLE INSURANCE COMPANY

795 GLENDALE ROAD
AKA 795 GLENDALE DRIVE

LEAD CODE: 2750A

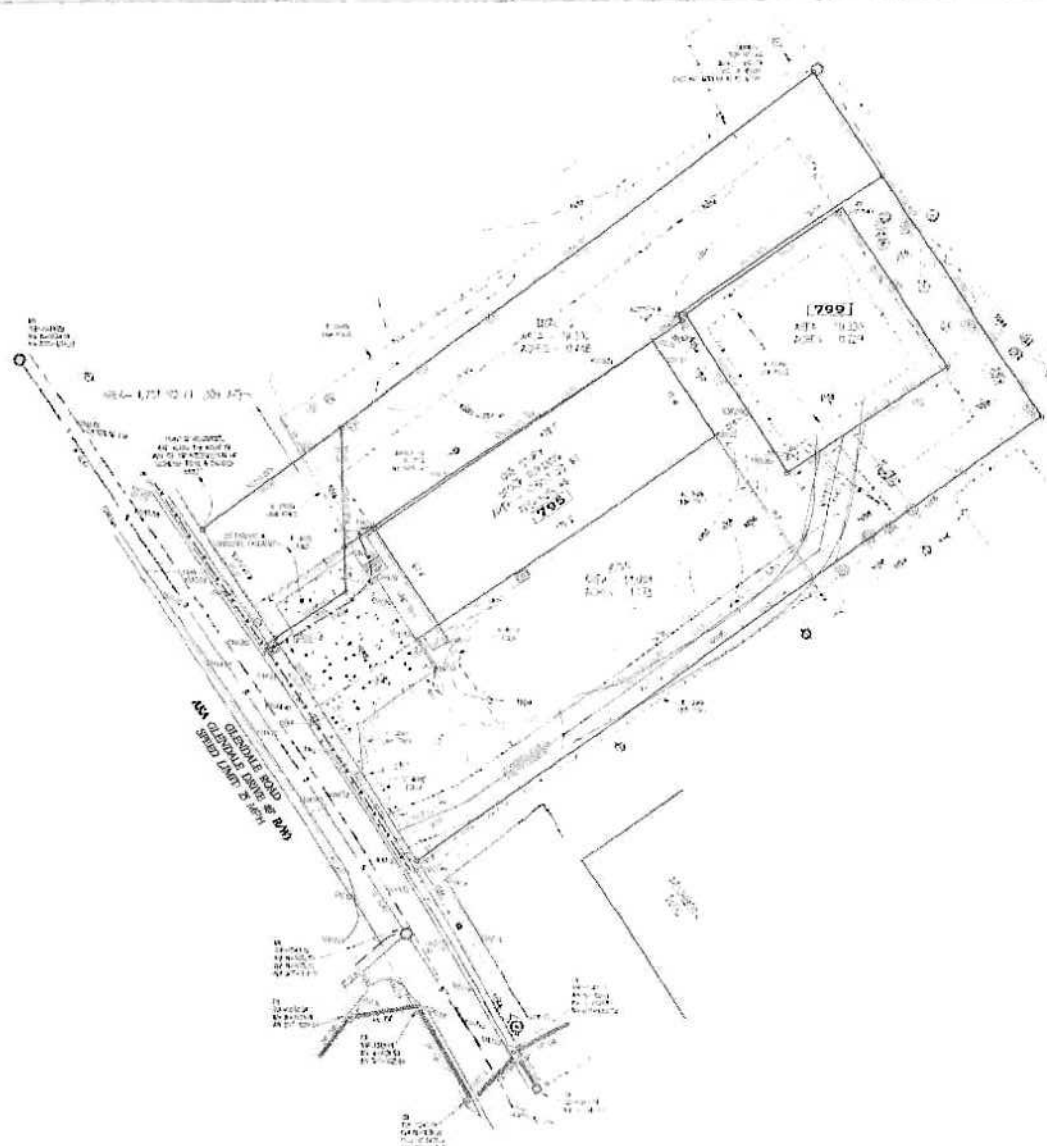
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ENVIRON. MONIT. ASSESS. 6: 1-4

Also, $\lim_{t \rightarrow \infty} \|\tilde{y}(t)\| = 0$ and $\lim_{t \rightarrow \infty} \|\tilde{u}(t)\| = 0$.

[illegible]

Received: 16 July 2015; revised: 20 October 2015; accepted: 27 October 2015; published: 28 October 2015



44-38861-100

* All defects in part of land may not be a defect at all in the whole. For example, the lack of a corner, a single tree, or a hole in the fence may not be a defect if the whole thing is still usable. Many real estate transactions are based on this.

[illegible]

LEASANT DQ 517

¹ All data are reported in the following table and are in U.S. dollars unless otherwise indicated. Country codes are as follows: USA = United States; CAN = Canada; MEX = Mexico; ARG = Argentina; BRA = Brazil; CHL = Chile; COL = Colombia; CUB = Cuba; DOM = Dominican Republic; ECU = Ecuador; GRC = Greece; HUN = Hungary; IND = India; ISL = Iceland; ITA = Italy; JPN = Japan; KOR = Korea; LUX = Luxembourg; MYS = Malaysia; NLD = Netherlands; NOR = Norway; PAN = Panama; PER = Peru; POL = Poland; PRT = Portugal; RUS = Russia; SGP = Singapore; SWE = Sweden; THA = Thailand; TUR = Turkey; VEN = Venezuela.

[illegible]

Solid Phase resistance 1-401 units or 64,000 copies per ml shown courtesy by Updata Systems, Inc. dated June 23, 2004

[illegible]

628
INMAD TRAFIC 05
607 W. ROAD SE 104
10000 D
ACAT 05 00-78 0000



01272--THE IS NOT DRAWN
AND NOTED BY THE
PROPERTY OF THE DEPARTMENT
AND MAY NOT BE REPRODUCED
WITHOUT THE WRITTEN
CONSENT OF THE DIRECTOR

801 Glendale Rd

2018001354 DEED BOOK 26685 Pg 147



Real Estate Transfer Tax \$65.00

Filed and Recorded:
1/4/2018 9:35:44 AM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

AFTER RECORDING, RETURN TO:

Michael J. Hay, Esq.
ANDERSEN, TATE & CARR, P.C.
One Sugarloaf Centre
Suite 4000
1960 Satellite Boulevard
Duluth, Georgia 30097
File #7248.20003 (JW)

LIMITED WARRANTY DEED

THIS INDENTURE, Made as of the 28th day of December, 2017, between

RBM DECATUR, LLC, a Georgia limited liability company

as party or parties of the first part, hereinafter called Grantor, and

JOSEPH C. GARGIULO

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 65 of the 18th District, Dekalb County, Georgia, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Said property is conveyed subject to those permitted title exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise

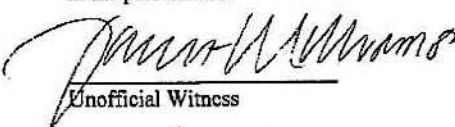
appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor, but not otherwise.

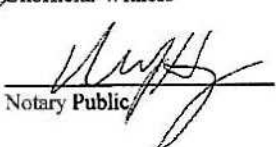
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

RBM DECATUR, LLC, a Georgia limited
liability company


Unofficial Witness

By:  (SEAL)
Robert H. Buckler, Member


Notary Public

[NOTARY SEAL]



EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 65 OF THE 18TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GLENDALE DRIVE (A 40-FOOT RIGHT-OF-WAY), 499.0 FEET SOUTHEASTERLY, AS MEASURED ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF GLENDALE DRIVE, FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHURCH STREET (SAID RIGHT-OF-WAY BEING LOCATED 149 FEET SOUTHEASTERLY OF AND PARALLEL TO THE CENTERLINE OF THE GEORGIA RAILROAD TRACK) WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF GLENDALE DRIVE; RUNNING THENCE SOUTH 33 DEGREES 16 MINUTES 44 SECONDS EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GLENDALE DRIVE, 68.70 FEET TO A POINT; THENCE LEAVING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GLENDALE DRIVE AND RUNNING NORTH 56 DEGREES 49 MINUTES 44 SECONDS EAST, 44.89 FEET TO A POINT; RUNNING THENCE NORTH 01 DEGREE 41 MINUTES 04 SECONDS WEST, 45.39 FEET TO A POINT; RUNNING THENCE SOUTH 53 DEGREES 40 MINUTES 30 SECONDS WEST, 90.38 FEET TO THE POINT OF BEGINNING; AND BEING MORE PARTICULARLY SHOWN ON AND DESCRIBED IN ACCORDANCE WITH A PLAT OF SURVEY PREPARED BY GUDGER SURVEYING, INC., DATED JUNE 13, 2005.

LESS AND EXCEPT PROPERTY SET FORTH IN RIGHT OF WAY DEED BETWEEN CHARLES Z. BOROCHOFF MARITAL TRUST AND DEKALB COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, DATED FEBRUARY 13, 2006, RECORDED IN DEED BOOK 19603, PAGE 794, DEKALB COUNTY, GEORGIA RECORDS.

BEING THE SAME PROPERTY AS CONVEYED BY LIMITED WARRANTY DEED BETWEEN BOROCHOFF TRANSITION, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND CERADYNE, INC., A DELAWARE CORPORATION, DATED AUGUST 3, 2007, DEED BOOK 20188, PAGE 269, DEKALB COUNTY, GEORGIA RECORDS; AS ALSO CONVEYED BY QUIT CLAIM DEEDS AT 18338/622, 18338/625, 18338/628 AND 18338/631, DEKALB COUNTY, GEORGIA RECORDS;

Grantor: TAX COMMISSIONER AND
EX OFFICIO SHERIFF OF DEKALB COUNTY

Grantee: JOSEPH GARGIULO

Taxpayer: DECATUR PAINT & BODY
JOSEPH C GARIULO

2017132987 DEED BOOK 26474 Pg 600



Real Estate Transfer Tax \$0.00

Filed and Recorded:
9/6/2017 4:57:41 PM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

IRVIN J. JOHNSON
DEKALB COUNTY TAX COMMISSIONER
4380 MEMORIAL DRIVE, SUITE 100
DECATUR, GA. 30032

2017-R22471435-AUG



STATE OF GEORGIA
DEKALB COUNTY
4380 Memorial Drive, Suite 100, Decatur, GA 30032

TAX DEED

THIS INDENTURE, made this 8/1/2017, between the Tax Commissioner and Ex Officio Sheriff of DeKalb County, GRANTOR, and JOSEPH GARGIULO, AS GRANTEE.

WITNESSETH: That, WHEREAS, in obedience to writ(s) of Fieri Facias issued against DECATUR PAINT & BODY, JOSEPH C GARIULO the Taxpayer(s) and Defendant(s) in Fieri Facias, for unpaid School, State, County and Municipal taxes for the year (s) 2011, 2012, 2013, 2014, 2015, 2016, said Tax Commissioner and Ex Officio Sheriff of DeKalb County did on 6/8/2017, levy on the within described property, serve notice, and, after the same being duly advertised agreeable to law, expose the said property within the legal hours of sale, at public outcry before the Courthouse door in DeKalb County on 8/1/2017, offering the whole said lot for sale, at which time the GRANTEE herein was the best and highest bidder of said property.

NOW, THEREFORE, in consideration of the sum of \$ 15,362.19 DOLLARS, receipt of which is hereby acknowledged, the said GRANTOR, the Tax Commissioner and Ex Officio Sheriff of DeKalb County, does grant, bargain, sell and convey, so far as the Office of Ex Officio Sheriff authorizes her, unto the said GRANTEE, heirs and assigns,

ALL THAT PARCEL OF LAND BEING IN DEKALB COUNTY DESCRIBED AS FOLLOWS:

DISTRICT 18, LANDLOT 65, DEED BOOK 17686, PAGE 796
PLAT AND DEED ARE A PART HEREOF, EXCLUDING RIGHTS OF WAY AND EASEMENTS.
IMPROVED PROPERTY KNOWN AS 803 GLENDALE DR AND PARCEL 18 065 06 043 PER RECORDS OF THE TAX COMMISSIONER AND TAX ASSESSORS.
LESS AND EXCEPT ALL PARCELS OTHER THAN 18 065 06 043.

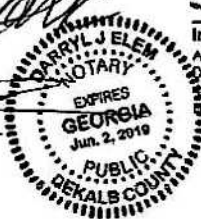
TO HAVE AND TO HOLD the said described premises, together with all the rights, members and appurtenances thereof; and, also, all the estate, right, title, interest, claim or demand of the said Taxpayer and Defendant in Fieri Facias, heirs and assigns, legal, equitable or otherwise whatsoever, in and to the same, unto the said GRANTEE, heirs and assigns, subject to the right of redemption as provided by law.

IN WITNESS WHEREOF, the said Tax Commissioner and Ex Officio Sheriff of DeKalb County, has set her hand and affixed her seal hereto, the day and year first above written.

Signed, Sealed and delivered
In the presence of:

[Signature of Notary Public]
Notary Public

[Signature of Irvin J. Johnson]
Irvin J. Johnson,
AS TAX COMMISSIONER & EX OFFICIO SHERIFF OF
DEKALB COUNTY, GEORGIA
4380 MEMORIAL DRIVE, SUITE 100
DECATUR, GA. 30032



795 Glendale Rd.

RETURN TO:
Rick S. Sexton
Zachary & Segraves, P.A.
1000 Commerce Drive
Decatur, GA 30030

2018198700 DEED BOOK 27299 Pg 105

Real Estate Transfer Tax \$0.00

Filed and Recorded:
12/17/2018 9:07:51 AM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

STATE OF GEORGIA
COUNTY OF DEKALB

Cross Reference:
Quit Claim Deed recorded at
Deed Book 17686, Page 796
DeKalb County Records

QUIT CLAIM DEED

THIS INDENTURE made this 5th day of December, 2018, by and between Carson Reid Cushwa, as party of the first part, hereinafter called Grantor, and Joseph Gargiulo, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said party of the second part, his heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the following described property:

For legal description, see Exhibit A attached hereto and incorporated herein by reference.

with all rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

This Deed conveys to Grantee all my right, title and interest in the above referenced property by reason of being an heir and beneficiary under the terms of the Last Will and Testament of Michael A. Cushwa.

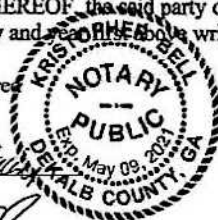
TO HAVE AND TO HOLD the said described premises unto the said Grantee, his heirs and assigns, so that neither the said party of the first part nor his successors, nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed in his name the day and year first above written.

Signed, sealed and delivered
in the presence of:

Joseph Gargiulo
Unofficial Witness

Debra DeBerry



Carson Reid Cushwa [SEAL]
Carson Reid Cushwa

EXHIBIT A

LEGAL DESCRIPTION 795 GLENDALE DRIVE TRACT 3 - CERADYNE LEASE

All that tract or parcel of land lying and being in Land Lot 65 of the 18th District of Dekalb County Georgia, and being shown as Tract 3 on a survey prepared by Ronald E. Gudger, R.L.S. No. 2089, of 795 Glendale Drive and being more particularly described as follows:

Beginning at a point on the northeasterly right of way of Glendale Drive (having a 40' right of way) which is 499.0' southeasterly from the southeasterly right of way of Church Street; thence leaving said right of way of Glendale Drive proceed North 53°40'30" East for 90.28' to a point being the TRUE POINT OF BEGINNING; with the point of beginning thus established thence proceed North 53°40'30" East for 311.72' to a point; thence proceed South 33°22'43" East for 65.46' to a point; thence proceed South 56°35'26" West for 130.00' to a point; thence proceed South 33°24'34" East for 4.00' to a point; thence proceed South 33°22'43" East for 214.38' to a point; thence proceed North 01°41'08" West for 62.94' returning to the point of beginning. Said parcel contains 19,503 square feet, more or less.

DEED BOOK 27299 Pg 106
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

795 Glendale Rd.

RETURN TO:
Rick S. Sexton
Zachary & Segaves, P.A.
1000 Commerce Drive
Decatur, GA 30030

2018198702 DEED BOOK 27299 Pg 107
Filed and Recorded:
12/17/2018 9:07:51 AM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia
Real Estate Transfer Tax \$0.00

STATE OF GEORGIA
COUNTY OF DEKALB

Cross Reference:
Quit Claim Deed recorded at
Deed Book 17686, Page 796
DeKalb County Records

QUIT CLAIM DEED

THIS INDENTURE made this 24th day of October, 2018, by and between Drew Michael Cushwa,, as party of the first part, hereinafter called Grantor, and Joseph Gargiulo, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said party of the second part, his heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the following described property:

For legal description, see Exhibit A attached hereto and incorporated herein by reference.

with all rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

This Deed conveys to Grantee all my right, title and interest in the above referenced property by reason of being an heir and beneficiary under the terms of the Last Will and Testament of Michael A. Cushwa.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, his heirs and assigns, so that neither the said party of the first part nor his successors, nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed in his name the day and year first above written.

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Drew Michael Cushwa [SEAL]

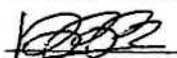

NOTARY PUBLIC GA 10/24/18

EXHIBIT A

LEGAL DESCRIPTION 795 GLENDALE DRIVE TRACT 3 - CERADYNE LEASE

All that tract or parcel of land lying and being in Land Lot 65 of the 18th District of DeKalb County Georgia, and being shown as Tract 3 on a survey prepared by Ronald E. Gudger, R.L.S. No. 2089, of 795 Glendale Drive and being more particularly described as follows:

Beginning at a point on the northeasterly right of way of Glendale Drive (having a 40' right of way) which is 499.0' southeasterly from the southeasterly right of way of Church Street; thence leaving said right of way of Glendale Drive proceed North 53°40'30" East for 90.28' to a point being the TRUE POINT OF BEGINNING; with the point of beginning thus established thence proceed North 53°40'30" East for 311.72' to a point; thence proceed South 33°22'43" East for 65.46' to a point; thence proceed South 56°35'26" West for 130.00' to a point; thence proceed South 33°24'34" East for 4.00' to a point; thence proceed South 33°22'43" East for 214.38' to a point; thence proceed North 01°41'08" West for 62.94' returning to the point of beginning. Said parcel contains 19,503 square feet, more or less.

DEED BOOK 27259 Ps 108
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

CITY OF CLARKSTON:
Disclosure of Campaign Contributions

Disclosure of Campaign Contributions

City of Clarkston

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.

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

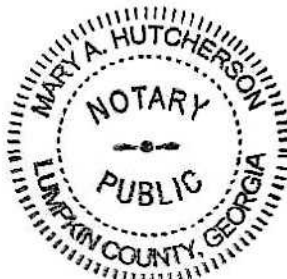
This disclosure must be filed within ten (10) days after the application is first filed and must be submitted to the City of Clarkston, 3921 Church Street, Clarkston, GA 30021.

[Signature]
Signature (choose one) Applicant ☐ Owner ☒

8-16-22
Date

Mary A. Hutcherson
Notary Signature

8/16/22
Date and Seal



Site description (1/3)

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 65 OF THE 13TH DISTRICT OF DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GLENDALE DRIVE (A 40-FOOT RIGHT-OF-WAY), 499.6 FEET SOUTHEASTERLY, AS MEASURED ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF GLENDALE DRIVE, FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF CHURCH STREET (SAID RIGHT-OF-WAY BEING LOCATED 149 FEET SOUTHEASTERLY OF AND PARALLEL TO THE CENTERLINE OF THE GEORGIA RAILROAD TRACK) WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF GLENDALE DRIVE; RUNNING THENCE SOUTH 33 DEGREES 16 MINUTES 44 SECONDS EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GLENDALE DRIVE, 68.70 FEET TO A POINT; THENCE LEAVING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GLENDALE DRIVE AND RUNNING NORTH 56 DEGREES 49 MINUTES 44 SECONDS EAST, 44.89 FEET TO A POINT; RUNNING THENCE NORTH 01 DEGREE 41 MINUTES 08 SECONDS WEST, 86.39 FEET TO A POINT; RUNNING THENCE SOUTH 53 DEGREES 40 MINUTES 30 SECONDS WEST, 90.38 FEET TO THE POINT OF BEGINNING; AND BEING MORE PARTICULARLY SHOWN ON AND DESCRIBED IN ACCORDANCE WITH A PLAT OF SURVEY PREPARED BY GUDGER SURVEYING, INC., DATED JUNE 13, 2005.

LESS AND EXCEPT PROPERTY SET FORTH IN RIGHT OF WAY DEED BETWEEN CHARLES Z. BOROCHOFF MARITAL TRUST AND DEKALB COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, DATED FEBRUARY 15, 2006, RECORDED IN DEED BOOK 19603, PAGE 794, DEKALB COUNTY, GEORGIA RECORDS.

BEING THE SAME PROPERTY AS CONVEYED BY LIMITED WARRANTY DEED BETWEEN BOROCHOFF TRANSITION, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND CERADYNE, INC., A DELAWARE CORPORATION, DATED AUGUST 3, 2007, DEED BOOK 20188, PAGE 269, DEKALB COUNTY, GEORGIA RECORDS; AS ALSO CONVEYED BY QUIT CLAIM DEEDS AT 18338/622, 18338/625, 18338/628 AND 18338/631, DEKALB COUNTY, GEORGIA RECORDS;

Site description (2/3)

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 65 of the 18th District, DeKalb County, Georgia, containing 1.85 acres, more or less, as shown on that certain ALTA/ACSM Survey for Joseph Gargiulo and Chicago Title Insurance Company, dated June 23, 2014, prepared by DeKalb Survey, Inc. and bearing the certification and seal of Patrick F. Carey, Georgia Registered Surveyor No. 3077, and being more particularly described according to said Survey as follows:

BEGINNING at a point on the northeasterly right-of-way of Glendale Road a/k/a Glendale Drive (having a 40' right-of-way) which is 499.0' southeasterly from the southeasterly right-of-way of Church Street; thence continuing along the northeasterly right-of-way of Glendale Drive South 33° 16' 44" East 68.70' to a point, being the TRUE POINT OF BEGINNING; with the TRUE POINT OF BEGINNING thus established, leaving said right-of-way of Glendale Drive and proceed North 56° 49' 44" East 44.89' to a point; thence proceed North 01° 41' 08" West 23.45' to a point, thence proceed North 56° 35' 26" East 214.38' to an iron pin found, thence proceed North 33° 24' 34" West 4.00' to a point, then proceed North 56° 35' 26" East 130.00' to a point; thence proceed South 33° 22' 43" East 151.54' to a point; thence proceed South 54° 57' 32" West 402.00' to an iron pin found on the northeasterly right-of-way of said Glendale Drive; thence along the right-of-way of said Glendale Drive proceed North 33° 16' 44" West 139.30' to a point, said point being the POINT OF BEGINNING.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 65 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

To find the point of beginning, commence at a point located 499.0' southeast along the northern right-of-way line of Glendale Road (40' R/W) from the intersection of said northern right-of-way line of Glendale Road with the southern right-of-way line of Church Street; thence running along said northern right-of-way line of Glendale Road, S 33° 16' 44" E, 189.47' to a point; thence leaving said northern right-of-way line of Glendale Road and running N 67° 22' 17" E 39.66' to a point; thence N 54° 57' 32" E 227.33' to a point; thence N 11° 58' 05" E 61.63' to a point; thence S 56° 37' 17" W 35.00' to a point and the TRUE POINT OF BEGINNING; thence running N 33° 22' 43" W 100.00' to a point; thence N 56° 37' 17" E 100.00' to a point; thence S 33° 22' 43" E 100.00' to a point; thence S 56° 37' 17" W 100.00' to a point and the TRUE POINT OF BEGINNING.

Said Tract 2 contains 0.2296 acres (10,000 sq. ft.), more or less, as shown in a survey prepared for Nextel Communication by Site Design Services, Inc., dated July 18, 2000.

TOGETHER WITH a 20' wide ingress-egress and utility easement lying and being in Land Lot 65 of the 18th Land District, DeKalb County, Georgia, and being more particularly described by the following centerline data:

Site description (3/3)

To find the point of beginning, commence at a point located 499.0' southeast along the northern right-of-way line of Glendale Road (40' R/W) from the intersection of said northern right-of-way line of Glendale Road with the southern right-of-way line of Church Street; thence running along said northern right-of-way line of Glendale Road, S 33° 16' 44" E 189.47' to a point and the TRUE POINT OF BEGINNING; thence leaving said northern right-of-way line of Glendale Road and running N 67° 22' 17" E 39.66' to a point; thence N 54° 57' 32" E 227.33' to a point; thence N 11° 58' 05" E 61.63' to the ENDING at a point.

TOGETHER WITH a 10' wide utility easement lying and being in Land Lot 65 of the 18th Land District, DeKalb County, Georgia, and being more particularly described by the following centerline data:

To find the point of beginning, commence at a point located 499.0' southeast along the northerly right-of-way line of Glendale Road (40' R/W) from the intersection of said northern right-of-way line of Glendale Road with the southerly right-of-way line of Church Street; thence running along said northern right-of-way line of Glendale Road, S 33° 16' 44" E 189.47' to a point; thence leaving said northern right-of-way line of Glendale Road and running N 67° 22' 17" E 39.66' to a point; thence N 54° 57' 32" E 227.33' to a point; thence N 11° 58' 05" E 61.63' to a point and the TRUE POINT OF BEGINNING; thence running S 38° 15' 06" E 52.22' to the ENDING at a point.

Boardwalk Development Group

5400 Laurel Springs Parkway, Suite 301

Suwanee, GA 30024-6063

www.boardwalkselfstorage.com



I am a resident of Clarkston and I support Boardwalk Development Group's plan to redevelop the Property at 795 Glendale Rd. in Scottdale, GA to a Class-A multi-story climate controlled self storage facility. My support including their effort to reduce the undisturbed buffer from 50' to 10', while heavily landscaping the remaining buffer with evergreen trees for privacy.

Resident name	Address	Signature	Comments
1 Su Kim Jeshva Hall	3294 Allgood Ln Scottdale, GA 30074		great change!
2 priti Patel Parth Narveinwala	3300 allgood ln scottdale, ga 30074		cant wait!
3 Tyra Scott	3308 Allgood lane Scottdale Ga 30074		
4 Shavika Lawrence	30		
5			
6			
7			
8			
9			
10			
11			

Sec. 709. - I, light industrial district.

- (a) *Purpose and intent:* The I zoning district is intended to provide suitable areas for business distribution/service facilities, transportation terminals and manufacturing/assembly processes which do not emit noise, vibration, smoke, gas, fumes, or odors from an enclosed building. These districts should have access to arterial roadways and utilities and discourage uses which are incompatible with light manufacturing. When located on the perimeter of an industrial node, I-zoned properties should provide for uses that are low in intensity and scale to ensure compatibility with adjacent properties.
- (b) *Permitted uses:*
- (1) Places of assembly, including religious institutions.
 - (2) Automobile, truck, motorcycle and heavy equipment sales/service/rental/parts/repair establishments.
 - (3) Automobile service stations and automotive service centers, including paint and body repair.
 - (4) Pet boarding/breeding kennels.
 - (5) Communications towers (cellular).
 - (6) Commercial dry cleaning plants.
 - (7) Entertainment venues, including bowling alleys, movie theaters (non-adult oriented) and other similar and customary uses.
 - (8) Fortune tellers, psychics and similar forms of personal entertainment.
 - (9) Funeral homes (no on-site crematory services).
 - (10) Greenhouses and horticultural nurseries.
 - (11) Hospitals.
 - (12) Manufacturing and assembly, provided no gas, fumes or odors are emitted as a result of the activity.
 - (13) Car washes.
 - (14) Mini-warehouses and self-storage facilities.
 - (15) Professional offices, including medical doctors, dentists, attorneys, chiropractic, veterinary, accountants/tax professionals and other similar occupations.
 - (16) Bottle shops/package stores.
 - (17) Research and experimental testing laboratories.
 - (18) Eating and drinking establishments, including drive-thru/drive-in fast food establishments.
 - (19) Non-automotive repair services such as cameras, jewelry, shoes and the like.
 - (20) Tattoo parlors and piercing studios.
 - (21) Taxi stands and dispatching agencies.
 - (22) Trade shops, building and equipment supply/repair services, including:
 - a. Locksmiths
 - b. Gunsmiths
 - c. Sheet metal
 - d. Upholstering
 - e. Furniture

- f. Appliance
- g. Electrical
- h. Carpentry
- i. Sign manufacturing/assembly/repair
- j. Other similar and customary uses
- k. Wholesaling and warehousing with associated office and storage facilities

(23) Accessory uses and structures incidental to any legal permitted use, provided:

- a. Retail sales and services must be conducted and accessed wholly within the building(s) housing the use to which the activities are accessory and comprise no more than ten (10) percent of the gross floor area.
- b. No show window or other advertising shall be visible from the exterior of the primary use structure.

(c) *Conditional uses:*

- (1) Adult entertainment, including massage parlors, adult video/book stores, gentleman's clubs and other similar uses.
- (2) Crematories.
- (3) Title loan businesses, pawn shops and similar establishments.

(d) *Accessory uses:*

- (1) All such structures shall be located upon the same lot and to the side or rear of the principal use at least fifteen (15) feet from side or rear lot lines or within the side-or-rear-yard setback, whichever is greater. In cases of corner lots, the accessory structure may not be closer to any right-of-way than the principal building.
- (2) When an accessory structure is attached to the principal building in any manner, it shall be deemed part of the principal structure and subject to all bulk and area requirements of same.
- (3) Any accessory building in excess of two thousand (2,000) square feet of gross space must be at least ten (10) feet from any property line and shall be architecturally compatible with the principal structure.
- (4) No accessory structure shall be constructed upon a lot before the principal building.
- (5) No accessory structure may exceed the more restrictive of either twenty (20) feet or the height of the principal building.
- (6) The area of the accessory building's footprint may not exceed fifty (50) percent that of the principal structure.
- (7) Swimming pools must be enclosed by a fence not less than six (6) feet in height with a self-closing, self-latching gate and must comply with all applicable safety and health ordinances.

(e) *Use limitations:*

- (1) All outdoor storage must be screened by an opaque fence no less than eight (8) feet in height. Maximum of fifty (50) percent of lot may be utilized for such use.
- (2) Building design and materials may be of the developer's choosing; however, structures which utilize metal siding shall be constructed with brick, stone, rock or wood covering any facade of the building facing a roadway.
- (3) Cellular telecommunications towers shall be located at a minimum distance of two hundred fifty (250) feet from all residential dwellings.

(f) *Bulk and area regulations:*

Floor Area Ratio (FAR) (Residential, Max.)	N/A
Floor Area Ratio (FAR) (Non-Residential, Max.)	2
Floor Area Ratio (FAR) (Total, Max.)	2
Min. Residential Unit Size (finished, heated floor are)	N/A
Building Coverage (Max, a % of lot area)	70%
Min. Open Space	N/A
Max. Building Height	50'
Min. Lot Size	N/A
Min. Lot Width	N/A
Minimum Front Yard Setback	35'
Minimum Side Yard Setback	15'
Minimum Rear Yard Setback***	20' or 50'***
***Rear yard setback must be of greatest distance when abutting a single-family residential district	

(g) *Buffer requirements:*

- (1) When a use within the I district abuts any residential district or use, a fifty-foot landscaped buffer shall be required.
- (2) All loading docks shall be screened by either landscaping or a stabilized berm.

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

(Ord. No. 375, § 8(Attach.), 10-1-13)

Sec. 1107. - Minimum off-street parking requirements.

The following are the minimum number of off-street parking spaces required by type of permitted use. The square footage is the gross square footage unless otherwise indicated.

- (a) The total number of permitted parking spaces shall not exceed one hundred ten (110) percent of the minimum number of off-street parking spaces required by type of permitted use.
- (b) All surface parking provided in excess of one hundred (100) percent of the minimum number of off-street parking spaces required by type of permitted use shall be of porous paving or grass paving systems and as approved by the planning and zoning board.
- (c) The minimum number of off-street parking spaces required by use are as follows:

Use	Number of Spaces Per Unit
Commercial:	
Automotive sales	1 space per 150 sq. ft.
Automotive service garages	3 spaces per service bay with a minimum of 10
Beauty and barber shops	3 spaces per operator
Commercial, manufacturing and industrial not for retail	1 space per 2,000 sq. ft. of gross office, plant and storage area
Convenience store	1 space per 200 sq. ft. of gross floor area
Grocery or food stores	1 space per 250 sq. ft. of gross floor space
Furniture and appliances	1 space per 500 sq. ft. of space
Gasoline service stations	2 spaces per gas pump, plus 3 spaces per service bay, plus 1 space for each attendant
Hotel and motel	1 space per unit, plus 1 space per 5 units for visitors, plus 1 space per 2 employees on the same shift
Hotel and motel with meeting rooms or banquet facilities	1 space per unit, plus 1 space per 5 units for visitors, plus 1 space per 2 employees on the same shift, plus 1 space per 200 sq ft of accessory use
Recreation—Subdivision recreation area	1 space per 10 dwelling units

Recreation—Commercial and public	1 space per 200 sq. ft. of recreational space with 20 spaces minimum
Restaurants and taverns	1 space per 3 seats or 100 sq. ft. if no seats are provided, plus 1 per employee on the largest shift with a minimum of 10
Retail stores	1 space per 250 sq. ft. of gross floor space
Shopping centers	5 spaces per 1,000 sq. ft. of gross floor area
Small item service and repair shops	1 space per 250 sq. ft. of gross floor area
Wholesale stores	1 space per 200 sq. ft. of gross floor area, plus 1 space 2000 sq. ft. of gross storage area
Institutional:	
Religious institutions, other places of worship and funeral parlors	1 space per 3 seats in the main assembly area or 1 space per 50 sq. ft. where fixed seats are not provided
Social organizations including lodges and fraternal organizations	1 space per 250 sq. ft.
Hospitals or group homes	1 space per 2 beds, plus 1 space for each employee on the largest shift
Libraries, galleries, and similar uses	1 space per each 400 sq. ft. of gross space to which the public has access
Places of public assembly	1 space per 3 seats or 1 space per 50 sq. ft. where fixed seats are not provided
Schools (elementary and middle schools)	2 spaces per classroom, plus 1 space per teacher and employee, plus 1 space per 100 sq. ft. of seating space in the auditorium(s).
Schools (high schools)	2 spaces per classroom, plus 1 space per teacher and employee, plus 1 space per 100 sq. ft. of seating space in the auditorium(s), plus 1 space per 10 students

Schools (colleges, universities or adult education facilities)	10 spaces per classroom
Daycare or nursery	3 spaces per 1,000 sq. ft.
Offices:	
Offices—Government, banks, professional, general	1 space per 250 sq. ft.
Medical and dental offices	6 spaces per practitioner
Residential:	
Apartments, townhomes, condominiums, and other multifamily attached uses	2 spaces per dwelling unit
Boarding or rooming houses	1 space per bedroom
Cottage housing	1.25 to 2.0 spaces per dwelling unit as regulated in section 904
Residences including single-family, duplexes, triplexes	2 spaces per dwelling unit
Senior citizen independent living facility	1 space per unit

- (d) Additional requirements for non single-family districts. All required off-street parking facilities (other than those for single-family dwellings), including entrances, exits, and maneuvering areas, shall comply with the following provisions. Each parking facility:
- (1) Shall have access to a public street;
 - (2) Shall be graded and paved, including access drive(s), and be curbed when needed for effective drainage control;
 - (3) Shall have all spaces marked with paint lines, curb stones or other similar devices;

- (4) Shall be drained so as to prevent damage to abutting properties or public streets and where possible shall be drained towards infiltration swales located in the five-foot head-to-head landscape strips required between vehicles in section 1205(f).
- (5) To the extent practicable, adjacent parking lots serving nonresidential or mixed-use buildings shall be interconnected and shall provide for future interconnectivity.
- (6) Shall have adequate lighting if the facilities are to be used at night, provided such lighting shall be arranged and installed so as not to reflect or cause glare on abutting properties;
- (7) Shall be designed to conform to the geometric design standards of the institute of traffic engineers;
- (8) Wheel bumpers shall be placed at the head of all parking spaces that abut a landscape strip or sidewalk. When wheel bumpers are adjacent to a sidewalk, a two-foot extension of the sidewalk shall be permitted to be substituted in the place of the required wheel bumpers.
- (9) No parking area may be used for the sale, repair, dismantling, servicing or long term storage of any vehicles or equipment unless such use is permitted within the district in which the parking area is located.
- (10) Location on other property. If the required automobile parking spaces cannot be reasonably provided on the same lot on which the principal use is conducted, such spaces may be provided on adjacent or nearby property within the same zoning district, provided a major portion lies within twelve hundred (1,200) feet of the main entrance to the principal use for which such parking is provided. A written agreement among all owners of record shall be provided and held on file with the city clerk. All renewed or terminated leases shall be filed with the city clerk.

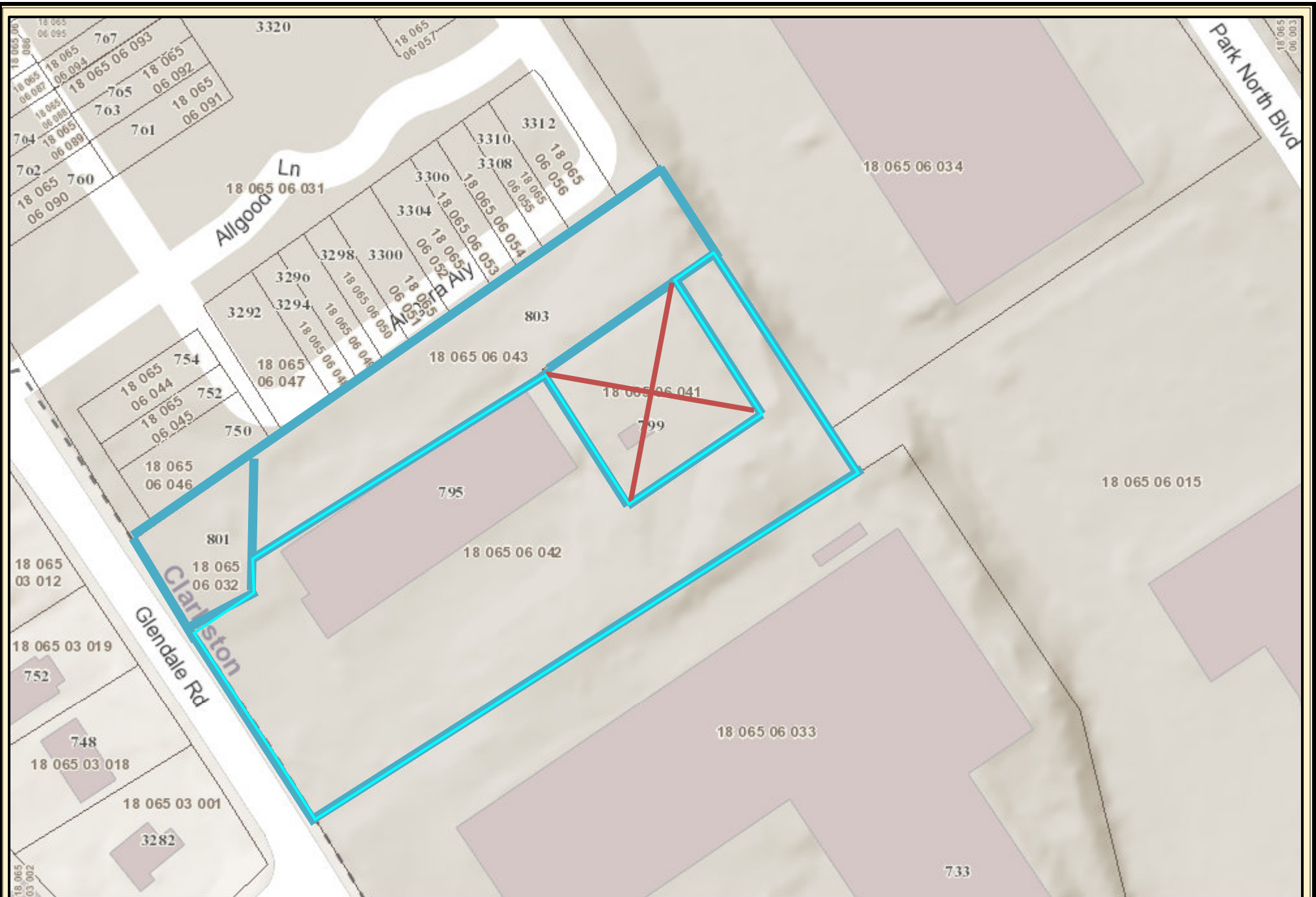
([Ord. No. 396, § 17, 7-5-16](#))

Sec. 1109. Handicapped parking requirements.

Handicapped parking spaces shall meet the following criteria:

- (a) Handicapped Spaces. Handicapped parking spaces shall be in accordance with the regulations set forth by the Americans with Disabilities Act. All handicapped spaces shall be identified by pavement markings and by appropriate signage. Handicapped parking shall be required on all multi-family and non-residential sites.
- (b) Handicapped parking spaces shall be located in the closest proximity to major building entrances, but in no event shall such spaces be located more than one hundred (100) feet from a major building entrance.
- (c) Handicapped parking spaces shall be a minimum of eight (8) feet in width by twenty (20) feet in length and shall have an adjacent access aisle with a minimum width of five (5) feet. Two (2) accessible parking spaces may share a common access aisle.
- (d) The first one (1) out of every eight (8) accessible parking spaces shall be a van accessible space. Van parking spaces shall have an adjacent access aisle a minimum of eight (8) feet in width and a vertical clearance of at least eight (8) feet along the vehicular route to the parking space.
- (e) Handicapped parking will be required on all sites. The minimum number to be provided for all multifamily and nonresidential developments is as follows:

Number of Spaces in the Parking Lot	Required Number of Handicapped Spaces
0—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
Over 400	2% of Total Spaces



795 801 803 Glendale Road

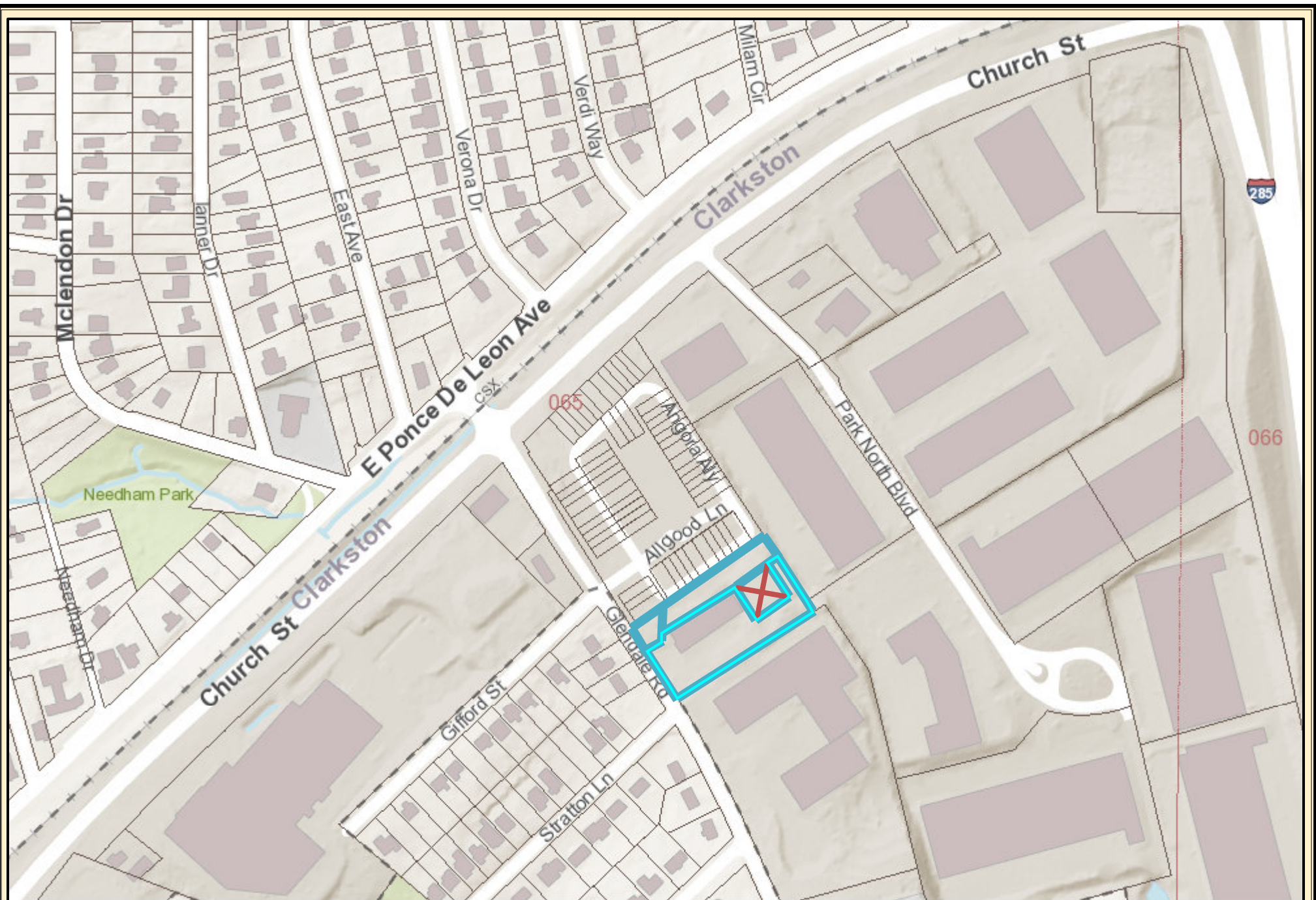
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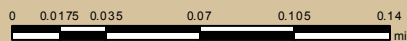


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795 801 803 Glendale Road



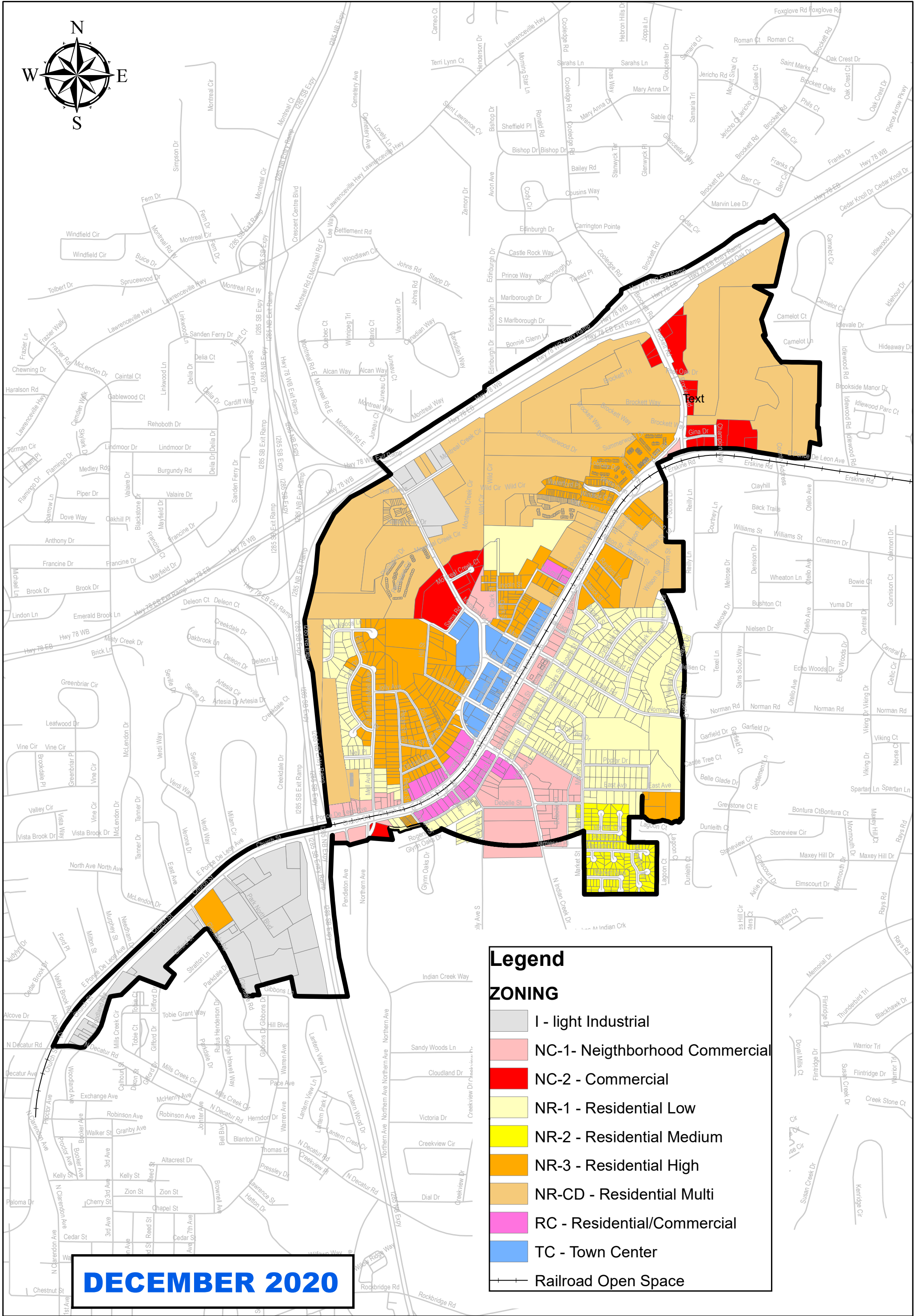
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ZONING - CITY OF CLARKSTON





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