



## **CITY COUNCIL REGULAR MEETING**

City Hall Council Chambers

July 21, 2021

6:30 PM

<https://us06web.zoom.us/j/88387638754>

### **AGENDA**

#### **I. CALL TO ORDER**

#### **II. ROLL CALL**

Honorable Mayor & City Council

- Joseph Geierman, Mayor
- Gerald Evans, Council Member, District 1
- Andy Yeoman, Council Member, District 1
- Christopher D. Henshaw, Council Member, District 2
- Rebekah Cohen Morris, Council Member, District 2
- Stephe Koontz, Council Member, District 3
- Maria T. Alexander, Council Member, District 3, Mayor Pro Tem

#### **III. PLEDGE OF ALLEGIANCE**

#### **IV. APPROVAL OF MEETING AGENDA**

#### **V. PUBLIC COMMENT**

#### **VI. CONSENT AGENDA - APPROVAL OF MINUTES**

1. Doraville Restaurant Week
2. Master Agreement with the PATH Foundation for Master Plan, Design, and Manage the Construction of Trails.
3. Resolution to Enter an Agreement with the PATH Foundation for a Feasibility Study for the Peachtree Creek Greenway
4. Public Works Equipment Purchase
5. Shallowford Road Project (LMIG SAP)
6. City Manager, Mr. Chris Eldridge Employment Agreement

7. Approval of May 10, 2021 City Council Meeting Minutes
8. Approval of May 17, 2021 Work Session Meeting Minutes
9. Approval of May 19, 2021 City Council Meeting Minutes
10. Approval of June 14, 2021 Special Called Meeting Minutes

## **VII. REPORTS AND PRESENTATIONS**

## **VIII. UNFINISHED BUSINESS**

1. CUP-21-04 Request for a Conditional Use Permit for a fuel station in M-1 (Light Manufacturing) at 4095 Pleasantdale Road. (Second Read)  
Presented by Director of Planning and Community Development Naomi Siodmok
2. V-21-07 Request for a Variance from side building setback requirements at 4095 Pleasantdale Road. (Second Read)  
Presented by Director of Planning and Community Development Naomi Siodmok
3. V-21-08 Request for a Variance from rear building setback requirements at 4095 Pleasantdale Road. (Second Read)  
Presented by Director of Planning and Community Development Naomi Siodmok
4. Z-21-09 City-initiated rezoning of properties north of Assembly from C-2 to T-5. (Second Read) Presented by Senior Planner Austin Shelton

## **IX. NEW BUSINESS**

1. Z-21-13 Request to rezone 3763 Longmire Way from T-5 (Urban Center) to M-1 (Light Manufacturing) for Lawn Care Services. (First Read) (Public Hearing)  
Presented by Director of Planning and Communing Development Naomi Siodmok
2. V-21-11 Request for a variance from Sec. 23-1905 (a)(2) to encroach into the 50' - 75' stream buffer at 2837 Drury Court. (First Read) (Public Hearing)  
Presented by Senior Planner Austin Shelton
3. V-21-12 Request for a variance from Sec. 23-1905 (a)(1) to encroach into the 0' - 50' stream buffers at 2837 Drury Court. (First Read) (Public Hearing)  
Presented by Senior Planner Austin Shelton
4. Z-21-10 City of Doraville seeks to rezone properties on Clearview Place and Clearview Pkwy from M-1 (Light Manufacturing) to O-W (Office-Warehouse). (First Read) (Public Hearing)  
Presented by Senior Planner Austin Shelton
5. A-21-18 City of Doraville seeks to amend Chapter 23 and Chapter 6 of the City Code to create provisions for food trucks. (First Read) (Public Hearing)  
Presented by Senior Planner Austin Shelton

6. A-21-16 City of Doraville seeks to amend the Livable Community Form-Based Code to require a conditional use permit for specific adaptive reuse projects. (First Read) (Public Hearing) Presented by Planning and Community Development Naomi Siodmok
7. A-21-19 City of Doraville seeks to amend Sec. 13.5-21. of the City Code to reflect the current fee charged for yard sales. (First Read)  
Presented by Director of Planning and Community Development Naomi Siodmok
8. A-21-17 City of Doraville to amend Sec. 6-9 of the City Code to add additional requirements for water recycling for car washes. (First Read)  
Presented by Director of Planning and Community Development Naomi Siodmok

**X. OTHER BUSINESS**

**XI. COUNCIL COMMENTS**

**XII. EXECUTIVE SESSION**

**XIII. ADJOURNMENT**



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** Action Item

**AGENDA SECTION:** CONSENT AGENDA - APPROVAL OF MINUTES

**SUBJECT:** Doraville Restaurant Week

**SUGGESTED ACTION:**

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### ATTACHMENTS:

[Restaurant-Week-Memo-Revised.pdf](#)  
[ARP-Restaurant Week-Resolution.docx](#)



## MEMORANDUM:

To: Mayor and Council

From: Lance Morsell, Economic Development Director

Date: 07/08/2021

Subject: Doraville Restaurant Week

- I. **Overview:** Councilmember Gerald Evans with the help of Lance Morsell, Economic Development Director, and Crystal Dawson, Parks & Recreation Director are launching Doraville's first ever Restaurant Week! Many cities around the nation host similar annual events and Doraville being a foodie haven is a natural for this event. A proposed passport/booklet for participants to use for participating restaurants has been proposed.
- II. **Dates:** The proposed dates advanced by Councilmembers Evans are Monday September 13<sup>th</sup>-Sunday September 19<sup>th</sup>. This is subject to changed based on coordination with a Yelp representative.
- III. **Budget:** Proposed total budget is \$5,000 subject to variability based on translation services
- IV. **Price Breakdown:** Shuttle: \$2,000, Flyers: \$500, Swag: \$500, Passport: \$1,000, Shuttle Decal: \$250, Total: \$3,250 without possible band and translation services
- V. **Conclusion:** This memo is a brief detail of the proposed Doraville Restaurant week. Regular input and coordination with council, staff, and Yelp will be given throughout the planning process.

STATE OF GEORGIA  
COUNTY OF DEKALB  
CITY OF DORAVILLE

RESOLUTION NO. 2021\_\_\_\_\_

RESOLUTION FOR THE CITY OF DORAVILLE TO APPROVE \$5,000 OF AMERICAN RESCUE PLAN ACT OF 2021  
FUNDS FOR THE USE OF DISCOVER DORAVILLE RESTAURANT WEEK

WHEREAS, The American Rescue Plan Act of 2021, was passed by the 117<sup>th</sup> Congress and signed into law by President Joe Biden, effective 11 March, 2021.

WHEREAS, the City of Doraville is allotted a percentage of the American Rescue Plan funds for uses deemed necessary by the Mayor and Council.

WHEREAS, the City of Doraville recognizes the value of its restaurants and the economic vitality the Buford Highway corridor brings to the city. The restaurant industry has been severely impacted in a negative manner by the COVID-19 pandemic.

WHEREAS, the City of Doraville also recognizes that the culinary corridor contributes to the general well-being and quality of life for the citizens of Doraville, as well as the region of metropolitan Atlanta;

WHEREAS, the City of Doraville has the resources available from the funds the city will receive from the American Rescue Plan Act of 2021.

WHEREAS, The City of Doraville is being asked to fund \$5,000 to create the city's first restaurant-oriented week to promote the city's rich culinary assets that are a crown jewel of metropolitan Atlanta.

WHEREAS, the funds will be allocated for the following items: transportation, advertisement, restaurant passports, and translation services

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council that the City of Doraville allocate \$5,000 for the use of executing and promoting Discover Doraville—Restaurant Week.

SO RESOLVED, ADOPTED AND EFFECTIVE this \_\_\_\_\_ day of July 2021.

CITY OF DORAVILLE, GEORGIA

\_\_\_\_\_  
HONORABLE JOSEPH GEIERMAN,  
Mayor, City of Doraville

Approved as to form:

Attest:

(SEAL)

\_\_\_\_\_  
Cecil McLendon, City Attorney

\_\_\_\_\_  
Arika Miller, Interim City Clerk



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** Action Item

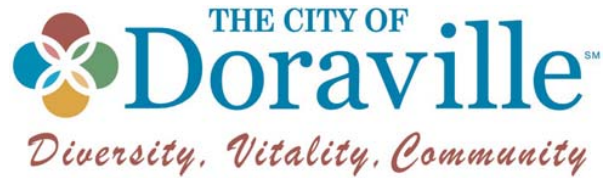
**AGENDA SECTION:** CONSENT AGENDA - APPROVAL OF MINUTES

**SUBJECT:** Master Agreement with the PATH Foundation for Master Plan, Design, and Manage the Construction of Trails.

**SUGGESTED ACTION:**

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**ATTACHMENTS:**  
[PATH Master Agreement CC Meeting.pdf](#)



**MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Naomi Siodmok, Director of Planning and Community Development

**SUBJECT:** **Master Agreement for PATH Foundation to Master Plan, Design and Manage the Construction of Trails in the City of Doraville, Georgia**

**DATE:** July 21, 2021 City Council Meeting

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**Request**

The PATH Foundation, Inc. (PATH) has a proven track record of trail planning, design and construction on numerous projects in metro Atlanta and Georgia; they have shown time and again their ability to complete projects on schedule, and under budget, while leveraging significant local funding.

The City of Doraville wishes to partner with PATH via the attached Master Agreement, to ensure we continue to prioritize the implementation of greenways and multi-use trails. This agreement does not commit Doraville to any specific project, but opens the door for PATH to continue to work with and provide services for the City for five (5) years following the execution of this agreement. These services include:

- Helping identify property for trail implementation;
- Identifying funds; and
- Providing expertise and consulting.

The City will also provide services toward trail implementation via:

- Identifying a point of contact for trail projects;
- Making relevant documents available to PATH;
- Making City-owned right-of-way available for greenways;
- Putting forth a good effort to acquire property identified by PATH, as necessary;
- Providing facilities and staff to host meetings; and
- Providing in-kind services.

**STATE OF GEORGIA  
COUNTY OF DEKALB  
CITY OF DORAVILLE**

**RESOLUTION NO. 2021\_\_\_\_\_**

**MASTER AGREEMENT TO MASTER PLAN, DESIGN AND MANAGE THE CONSTRUCTION OF TRAILS IN  
THE CITY OF DORAVILLE, GEORGIA**

This **MASTER AGREEMENT TO MASTER PLAN, DESIGN AND MANAGE THE CONSTRUCTION OF TRAILS IN THE CITY OF DORAVILLE** ("Agreement"), made this 21 day of July 2021, by and between the City of Doraville, Georgia, a municipal corporation of the State of Georgia, ("City") and the PATH Foundation, Inc. ("PATH"), shall constitute the terms and conditions of a Master Agreement under which PATH shall provide for the planning, designing and construction management of greenway trails in the City.

**WHEREAS**, the City Council has determined that the presence of a greenway trail network throughout the City will provide an alternative transportation system which will enhance the air quality, reduce highway congestion, reduce fossil fuel consumption, promote health and public safety, and generally improve the quality of life in Doraville, Georgia; and

**WHEREAS**, the City Council has further determined that the introduction of a greenway trail system will promote economic growth, appreciation of property values, and tourism in the City; and

**WHEREAS**, PATH Foundation was formed and organized in 1991 as a 501(c)(3), nonprofit organization with a mission to develop a system of interlinking multi-use trails through metro Atlanta for commuting and recreational uses; and

**WHEREAS**, PATH has a lean administrative structure, and a demonstrated record of trail planning, design and construction on numerous projects involving the metro Atlanta area; showing its ability to complete projects on schedule, under budget, while leveraging significant local funding; and

**WHEREAS**, PATH's area of expertise includes without limitation, planning, routing, detailed design, project management, coordination, land or easement acquisition, financing and performance of any or all other acts necessary or incidental to successful completion of greenway trails, cycle tracks, shared-use paths and other high-quality bicycle and pedestrian projects; and

**NOW THEREFORE BE IT RESOLVED**, for and in consideration of the mutual covenants and agreements set forth herein, the value and sufficiency of which are hereby acknowledged, the City and PATH hereby agree as follows:

## ARTICLE I. MASTER AGREEMENT

This Agreement is a master agreement that sets forth the basic terms and conditions pursuant to which PATH shall perform work for the City. The particular terms for each project shall be approved by City Council and agreed to by both parties as set forth in an agreement relating to such project ("Project Agreement"). Each Project Agreement shall incorporate the terms of this Agreement to the extent they are not inconsistent with the terms and conditions of the Project Agreement.

## ARTICLE II. CONTRACT TIME

A. The term of this Master Agreement shall commence upon execution and shall expire at midnight on the first date of which all Project Agreements have expired or terminated; provided, however, that in no event shall the term of this Master Agreement exceed five (5) years from the date of execution. Following expiration as provided above, the parties may extend this Agreement upon mutually agreeable terms and conditions.

B. If at any time this Master Agreement is determined by a court of competent jurisdiction to be subject to the provisions of O.C.G.A. § 36-60-13, then the term of this Master Agreement shall revert to an annual term subject to renewal by agreement of the parties, unless it is terminated by the City with thirty (30) days' written notice to PATH.

C. The parties hereto agree that to the extent that the term of any Project Agreement exceeds two (2) years, then the Project Agreement shall comply with the provisions of O.C.G.A. § 36-60-13.

## ARTICLE III. PAYMENT

A. Services. If applicable, the City shall pay PATH for basic services based on the schedule set forth in the applicable Project Agreement.

B. Reports and Invoices. PATH shall submit monthly reports and invoices to the City which reference the relevant Project Agreement, indicate items with unit cost, percentage of work completed to date, amount previously billed, current month's invoice, all relevant supporting documentation and such other documentation as may be requested by the City's Finance Director.

C. Payment upon Termination. In case of termination of this Agreement or any Project Agreement before the completion of the work, PATH will be paid only for work completed as of the date of termination as determined by the City, if PATH is being paid for any services under the Project Agreement(s).

## ARTICLE IV. SCOPE OF WORK

A. Obligations of PATH.

PATH agrees to provide all services necessary to:

1. Identify property to be acquired by the City to implement particular projects in accordance with this Agreement and any Project Agreement, and oversee coordination of such

acquisition (including, but not limited to, conducting meetings with property owners, coordinating creation of acquisition plats and legal description with surveyor), as may be requested by the City.

2. Assist City personnel in seeking and obtaining funding for trail projects.

3. Provide expertise and guidance to the City during all phases of greenway trail development for which a Project Agreement has been approved.

4. When an approved Project Agreement is in place, act as single point source of responsibility, as the City's designee, acting under the supervision of a representative of the City ("City Representative"), during the preliminary planning of greenway trails as well as any construction and development which is covered by a Project Agreement.

5. Provide adequate professionally certified staff to effectively supervise all initial planning phases of trail development and any pending Project Agreements.

B. Obligations of the City.

The City agrees to:

1. Identify staff members from the Special Projects, Traffic Engineering, Parks, and Public Works Departments, as well as essential personnel from other Departments and allocate time for them to represent the City during initial planning phases and the execution of Project Agreements.

2. Make City maps, studies, plans, etc., available to the design team at no charge during the development of trails; provided, however, that the City makes no representations or warranties as to the accuracy of said maps, studies, plans, etc.

3. Make City-owned right-of-way available for the development of greenway trails, subject to review and approval of routes by the City Council.

4. Use its best efforts to acquire property identified by PATH as necessary to implement particular projects in accordance with this Agreement and any Project Agreement.

5. Provide facilities for and co-host public meetings, as required, during the planning and design of the trail system.

6. Provide in-kind services to the design and construction team as specified in each Project Agreement. These services may include plan review, permits and inspections, dumping fees at City-owned facilities where the facility accepts the items tendered, pick up of vegetative debris at roadside, street signs and striping, and water and/or sewer tap fees if irrigation and restrooms are installed.

7. If applicable, furnish funding for the project as set forth in the Project Agreement.

## **ARTICLE V. GENERAL CONDITIONS**

A. Accuracy of Work. PATH shall be responsible for the accuracy of the work and any error and/or omission made by PATH in any phase of the work under this Agreement; provided, however, PATH shall not be responsible for ongoing routine maintenance of any project constructed under this Agreement.

B. Additional Work. If PATH is asked by the City to perform work beyond the scope of this Agreement or any individual Project Agreement for which payment is desired, PATH shall notify the City in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain approval in writing from the City prior to performing such additional work. The City shall in no way be held liable for any work performed under this section which has not first been approved in writing by the City.

C. Ownership of Documents. Absent a provision to the contrary in a Project Agreement, all documents are and remain the property of the City, and PATH agrees that the City may reuse any and all documents described herein in its sole discretion without first obtaining permission of PATH and without any payment of any monies to PATH therefor; provided, however, any reuse of the documents by the City on a different site shall be at its risk, and PATH shall have no liability where such documents are reused on another project.

D. Successors and Assigns. The City and PATH each binds itself and its partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above stated, neither the City nor PATH shall assign, sublet, subcontract, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers or agents of the City, nor shall it be construed as giving any right or benefits hereunder to anyone other than the parties to this Agreement.

E. Licenses, Standards, and Qualifications. PATH shall meet any and all licensing requirements, standards and/or other qualifications necessary to perform the work described in Article IV A herein.

F. Termination of this Agreement. The City or PATH may unilaterally terminate this Agreement, in whole or in part, for convenience, or because of failure of either of them to fulfill the obligations herein in any respect. The termination of this Agreement shall have no effect on the term of any and all Project Agreements; provided, however, that the City may unilaterally terminate any or all Project Agreements, in whole or in part, for its convenience, or because of PATH's failure to fulfill its obligations therein in any respect. The City or PATH shall terminate by delivering to the other party, with at least thirty (30) days' written notice, a Notice of Termination specifying the nature, extent, and effective date of termination. PATH shall be paid for services rendered up to the date of termination, if applicable, in accordance with the schedules set out in the applicable Project Agreement. The Notice of Termination shall be sent to PATH and the City, addressed as follows:

If to PATH:

PATH Foundation, Inc.  
1601 West Peachtree Street  
Atlanta, Georgia 30309

If to the City:

City of Doraville



3725 Park Avenue  
Doraville, GA 30340  
Attention: City Manager

With a copy to:

Cecil McLendon  
City Attorney  
3725 Park Avenue  
Doraville, GA 30340

All notices sent to the above address shall be binding upon PATH unless said address is changed by PATH in writing to the City.

G. Insurance. At the time of execution of this Agreement, PATH shall furnish Certificates of Insurance from companies doing business in Georgia or written evidence or self-insurance that is acceptable to the City covering:

1. Statutory Workers' Compensation Insurance and Employer's Liability with limits of at least \$1,000,000 each accident/\$1,000,000 each employee by disease and \$1,000,000 policy limit by disease. Include an Alternate Employer's Endorsement listing the City as the alternate employer or proof that PATH is not required to provide such coverage under Georgia law. PATH agrees to confirm that all subcontractors likewise carry statutory Workers' Compensation insurance, and to provide confirmation of such to the City. This policy shall contain a waiver of subrogation in favor of "City of Doraville, Georgia, its appointed and elected officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers" for losses arising from work performed under this Agreement by or on behalf of PATH.

2. Professional liability insurance on the services in this Agreement with a minimum limit of one million dollars (\$1,000,000).

3. Comprehensive liability insurance covering all operations and automobiles:

- a. With minimum limits of \$100,000/\$300,000 bodily injury; and
- b. With minimum limits of \$100,000 property damage.

4. Commercial General Liability insurance covering liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least \$1,000,000 each occurrence. The City of Doraville, Georgia, its elected and appointed officials, employees, volunteers, boards, and authorities shall be named as an "Additional Insured" on this policy.

PATH may meet the insurance limits set forth herein with any combination of primary and umbrella/excess liability insurance.

This insurance shall apply as primary and non-contributory insurance with respect to any other insurance of self-insurance programs afforded by the City.

All insurance provided by PATH shall be written by companies that have a rating of A-VII or better by the A.M. Best Company.

By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect PATH and such coverage and limits shall not be deemed as a limitation of PATH's liability to the City under this Agreement.

PATH waives all rights against the City, its elected and appointed officials, employees, volunteers, boards, and authorities for recovery of damages to the extent these damages are covered by commercial general liability, auto liability (or under any applicable auto physical damage policy), Workers' Compensation or commercial umbrella liability insurance maintained pursuant to this Agreement.

Certificates of insurance shall be executed in accordance with the following provisions:

1. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this Agreement;
2. Certificates to contain the location and operations to which the insurance applies;
3. Certificates to contain the following clause:

"Re: Change or Cancellation. Policy will not be changed or cancelled without ten (10) days' prior notice to the City of Fort Lauderdale, as evidenced by return receipts of registered or certified letters."

H. Non-Discrimination. During performance of this Agreement, PATH shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

PATH shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. PATH's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

PATH shall, in all solicitations or advertisements for employees placed by, or on behalf of PATH, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

PATH shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the

foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

J. City Representative. The City shall designate the City Representative through whom PATH will contact the City. The City Representative shall be consulted and his/her written recommendation obtained before any request for additional work is presented to City Council. All payments to PATH shall be submitted to and approved by the City Representative in accordance with the payment provision set forth herein.

K. PATH's Status. The relationship between the City and PATH shall be that of owner and independent contractor. Nothing contained in this Agreement shall be construed to constitute PATH or any of its employees, agents or subcontracts as a partner, employee or agent of the City or as the City's exclusive contractor for greenway trail development. The City may, in its sole discretion, engage other contractors for greenway trail development within the City.

L. Sole Agreement. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendments or modifications of this Agreement or any Project Agreement shall be enforceable unless approved by action of the City Council. All Project Agreements shall be approved by action of the City Council.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and date hereinabove written.

**PATH FOUNDATION, INC.**

By: \_\_\_\_\_  
Signature  
  
Printed Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Signature  
  
Printed Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_

[Signatures Continued on Following Page]

**CITY OF DORAVILLE, GEORGIA**

By: \_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

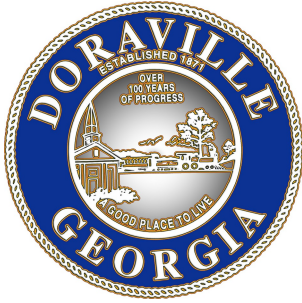
ATTEST:

By: \_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** Action Item

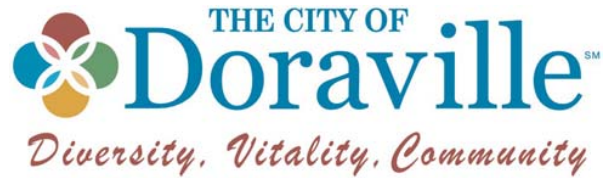
**AGENDA SECTION:** CONSENT AGENDA - APPROVAL OF MINUTES

**SUBJECT:** Resolution to Enter an Agreement with the PATH Foundation for a Feasibility Study for the Peachtree Creek Greenway

**SUGGESTED ACTION:**

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**ATTACHMENTS:**  
[PATH-Service Agreement Packet CC Meeting.pdf](#)



**MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Naomi Siodmok, Director of Planning and Community Development

**SUBJECT:** **Professional Services Agreement with PATH Foundation for a Feasibility Study for the Peachtree Creek Greenway (PCG) Connector Trail**

**DATE:** July 21, 2021 City Council Meeting

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**Request**

The PATH Foundation, Inc. (PATH) will provide the services to verify the feasibility of the Peachtree Creek Greenway (PCG) connector trail from the North Fork Peachtree Creek to Doraville City Hall and the Doraville MARTA Station.

The services provided via this agreement will include:

- Trail study development, such as field work and data collection to result in a draft plan;
- Creation of and facilitating input from a steering committee;
- A public meeting;
- A final trail study with implementation strategy; and
- A presentation and plan for adoption by Council

The cost of this feasibility study will be \$24,800.00.

STATE OF GEORGIA  
COUNTY OF DEKALB  
CITY OF DORAVILLE

RESOLUTION NO. 2021\_\_\_\_\_

**PROFESSIONAL SERVICE AGREEMENT WITH THE PATH FOUNDATION TO VERIFY THE FEASIBILITY OF THE PEACHTREE CREEK GREENWAY (PCG) CONNECTOR TRAIL FROM THE NORTH FORK PEACHTREE CREEK TO DORAVILLE CITY HALL AND THE DORAVILLE MARTA STATION IN THE CITY OF DORAVILLE**

**WHEREAS**, the City Council has determined that the presence of a greenway trail network throughout the City will provide an alternative transportation system which will enhance the air quality, reduce highway congestion, reduce fossil fuel consumption, promote health and public safety, and generally improve the quality of life in Doraville, Georgia; and

**WHEREAS**, the City Council has further determined that the introduction of a greenway trail system will promote economic growth, appreciation of property values, and tourism in the City; and

**WHEREAS**, PATH Foundation was formed and organized in 1991 as a 501(c)(3), nonprofit organization with a mission to develop a system of interlinking multi-use trails through metro Atlanta for commuting and recreational uses; and

**WHEREAS**, PATH has a lean administrative structure, and a demonstrated record of trail planning, design and construction on numerous projects involving the metro Atlanta area; showing its ability to complete projects on schedule, under budget, while leveraging significant local funding; and

**WHEREAS**, PATH's area of expertise includes without limitation, planning, routing, detailed design, project management, coordination, land or easement acquisition, financing and performance of any or all other acts necessary or incidental to successful completion of greenway trails, cycle tracks, shared-use paths and other high-quality bicycle and pedestrian projects; and

**WHEREAS**, PATH has agreed to complete a feasibility study to launch Doraville's move forward toward implementing local and regional trail connections starting with Doraville's portion of the Peachtree Creek Greenway connector trail; and

**NOW THEREFORE BE IT RESOLVED** by the Mayor and City Council that the City of Doraville commit to an agreement with the PATH Foundation to perform a feasibility study for Doraville's portion of the Peachtree Creek Greenway at a cost of \$24,800.00.

**SO RESOLVED, ADOPTED AND EFFECTIVE this 21<sup>st</sup> day of July 2021.**

CITY OF DORAVILLE, GEORGIA

\_\_\_\_\_  
HONORABLE JOSEPH GEIERMAN,  
Mayor, City of Doraville

Approved as to form:

Attest:

(SEAL)

\_\_\_\_\_  
Cecil McLendon, City Attorney

\_\_\_\_\_  
Arika Birdsong-Miller, Interim City Clerk

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name:** Doraville Peachtree Creek Greenway Connector Trail Study

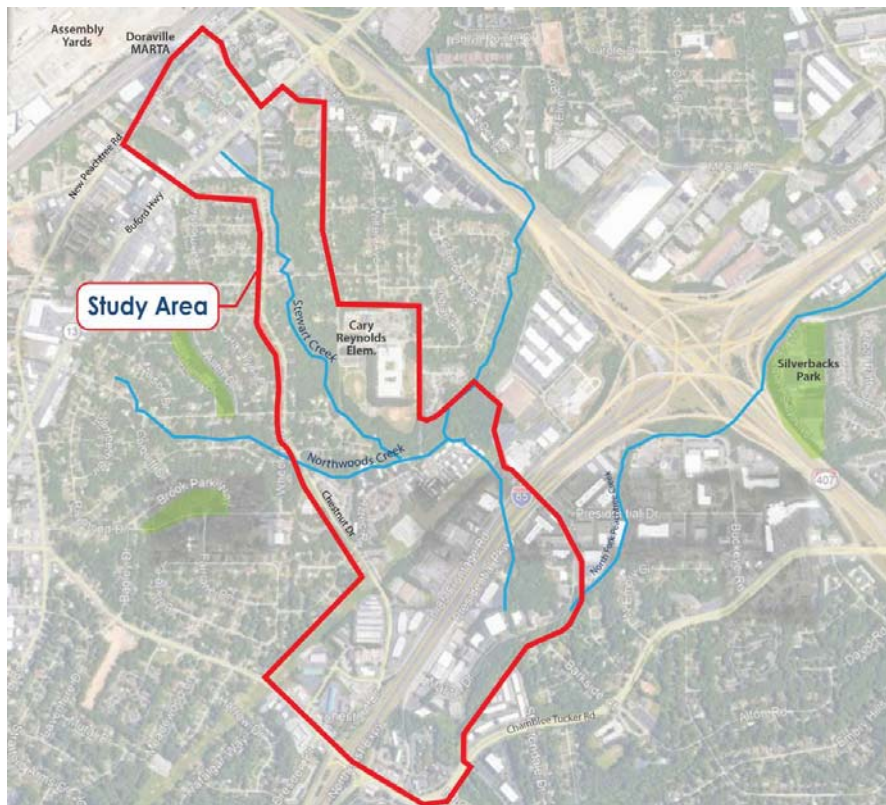
**Location:** Doraville / DeKalb County, GA

**Client:** City of Doraville  
3725 Park Avenue  
Doraville, Georgia 30340  
Contact: Chris Eldridge, City Manager

**Consultant:** PATH Foundation  
1601 W. Peachtree Street  
Atlanta, Georgia 30309  
Contact: Greta deMayo, Executive Director

**Date:** July 12, 2021

The PATH Foundation, Inc. (PATH) will provide the following scope of services to verify the feasibility of the Peachtree Creek Greenway (PCG) connector trail from the North Fork Peachtree Creek to the Doraville City Hall and Doraville MARTA Station. The graphic below indicates the study area of this project.





## SCOPE OF BASIC SERVICES:

### Task I – Trail Study Development

**Data Collection and Analysis:** PATH will coordinate with PCG, Inc., City of Doraville, and DeKalb County to collect and review any proposed development plans within the study corridor. Specific tasks include:

- Collection of City/County GIS map files (including property ownership), aerial photography, digital utilities, and planning documents;
- Collection of current City relevant planning documents;
- Collection of planned residential, commercial and mixed-use development site plans, and if available as well as areas determined as potential redevelopment/development sites by City of Doraville and DeKalb County;
- Collection of planned roadway changes within the City, County, GDOT, and adjoining areas;

PATH will review of all materials and organization of base information for analysis and conduct initial field work to assess trail connection opportunities.

Upon completion of the initial fieldwork, PATH will create a draft plan showing all opportunities for a multi-use trail connection from North Fork Peachtree Creek to the Doraville MARTA Station, while identifying spur connections to surrounding neighborhoods, schools, parks, and commercial areas.

Tasks will include:

- Assessment of potential trail connections to identify origins, destinations, opportunities, and challenges;
- Photograph documentation of potential trail connection opportunities;
- Development of up to three (3) visioning graphics to illustrate existing and potential conditions of proposed trail opportunities such as a potential bridge over I-85, and opportunities for a greenway trail along major stakeholder properties;
- Preparation of a conceptual trail base map showing all trail connection options identified during field work along with grading study of any structural crossings of GDOT right-of-way. PATH's planning, design and construction of trails experience and expertise will be used to evaluate feasible trail connections which meeting the goals established with the Steering Committee during the trail study.

**Steering Committee Meeting #1:** PATH recommends establishing a Steering Committee formed by the City of Doraville, PCG, Inc., and/or other stakeholders in the study area. Upon completion of the data collection, field work, PATH's preliminary findings will be presented through a virtual meeting to the steering committee for review and comment. In addition, PATH will present the preliminary findings to City Council for their review and comment.

Tasks will include:

- Attend one (1) virtual steering committee meeting;

- Attend one (1) City Council meeting;
- Present preliminary findings;
- Collect comment for additional field verification and trail study revisions.

Deliverables will include:

- One (1) digital (.pdf) 30x40 conceptual multi-use trail plan.
- Digital PowerPoint presentation of existing conditions, planned conditions, and preliminary trail connectivity mapping.
- Summary report of site assessment and trail connectivity in digital format(.pdf)
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg).

**Public Meeting:** One (1) virtual public meeting will be held after the first Steering Committee and City Council meetings and additional field work to collect feedback from the public.

#### **Task II – Final Doraville PCG Connector Trail Study**

All information obtained during Steering Committee Meeting #1, the public meeting, and additional field verification will be used to create the draft final *Doraville PCG Connector Trail Study*. Within the final deliverables for the study, an implementation strategy will be outlined.

The implementation strategy will include:

- Identification of a model project segment, prioritization of all trail segments, and incremental build-out phasing.
- Trail connection priorities to allow ease for permitting, fundraising, and construction.
- Cost Estimate - A complete estimation of costs for survey, design & engineering, and construction of the trail connection.
- Cost Summary - An overview of alternate connections and the costs.
- Timeline - A timeline to provide the necessary information to monitor the implementation process and to ensure implementation is scheduled for completion.

**Steering Committee Meeting #2:** Upon completion of any additional field work and revisions of the draft, the *Doraville PCG Connector Trail Study* will be presented to the steering committee for final review and comment. All review/comments from this meeting will be reviewed and additional fieldwork will be conducted to finalize feasibility of the multi-use trail study.

#### **City Council Presentation:**

PATH will present the final *Doraville PCG Connector Trail Study* to City of Doraville's city council during a work session to allow for questions and answers prior to adoption. The City shall coordinate scheduling the presentation on the work session agenda. City Staff will be responsible for outlining a resolution for adoption and having the trail study on the agenda for the City Council's vote.

Deliverables will include:

- Seven (7) printed copies of the 8.5x11 bound *Doraville PCG Connector Trail Study* along with digital copies (.pdf) as both high resolution for printing and low resolution for ease of email distribution.

- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg).
- Digital versions of individual trail plan graphics as both high resolution for printing and low resolution for ease of email distribution (.pdf/.jpeg).
- ArcGIS shapefile and Google Earth (.kmz) files of the final trail routes.

**PROJECT FEE:**

Task I – Trail Study Development	\$14,500.00
Task II – Final Doraville PCG Connector Trail Study	\$10,300.00
<b>Grand Total</b>	<b>\$ 24,800.00</b>

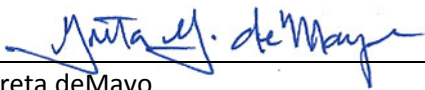
*The PATH Foundation shall receive the above project fee as compensation for the described responsibilities within this professional services agreement. Reimbursable expenses will be billed in addition to the project fee as incurred.*

**ACCEPTED:**

The Client accepts the terms and conditions of this Professional Services Agreement.

PATH Foundation, Inc.:

City of Doraville:

  
\_\_\_\_\_  
Greta deMayo

\_\_\_\_\_  
Name

PATH Executive Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

July 12, 2021  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

The PATH Foundation (PATH) shall perform the services outlined in this agreement for the stated fee arrangement.

### 1.0 Integration:

This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties. If any term or provision hereunder, or any portion hereof, is held to be invalid or unenforceability of such term(s) or provisions(s) tends to render the agreement commercially useless to either party, in which case the entire agreement shall become null and void.

### 2.0 Access to Site:

Unless otherwise stated, PATH will have reasonable access to the site for activities necessary for the performance of the services.

### 3.0 Billings/Payment:

Invoices for PATH services shall be submitted, at PATH's option, either upon completion of such services, on a project basis or on a monthly basis and are due when rendered. Client shall promptly review all invoices and provide any concerns in writing to PATH within thirty (30) days of receipt.

### 4.0 Reimbursable Expenses:

Reimbursable expenses are in addition to the professional services and are expenses incurred as a necessary part of producing the work. Notwithstanding, any reimbursable expenses must be approved in writing by the Client prior to any charge by or reimbursement to PATH. These expenses include:

- A. All printing, postage, shipping, and long-distance phone charges necessary to perform the services listed herein.
- B. All travel cost (i.e., air fare, rental car, lodging, meals, etc.) necessary to perform the services listed herein.
- C. All expenses necessary to perform the Final Acceptance site observation listed herein.
- D. Automobile travel necessary to perform the work specified herein will be filled to OWNER at the established IRS allowances in effect at the time the mileage is incurred.
- E. Costs to complete electronic transfers of files will be billed on an hourly basis. This includes creating and e-mailing construction documents as PDF, TIFF, PLT, etc. to the Client or 3<sup>rd</sup> party, such as contractors or printing companies.

### 5.0 Additional Services:

Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, correction of discrepancies between copies of the Contract Documents and the electronic media after the 30-day acceptance period and other services that are not included under professional services. PATH will only perform additional services when authorized in writing by the Client or Client's representative. Hourly rates for this Agreement are as follows:

Principal	\$130.00/hour	Project Manager/Civil Engineer	\$125.00/hour
Professional Staff	\$115.00/hour	Structural Engineer	\$150.00/hour

### 6.0 Client Furnished Services:

Any services provided by the Client for PATH shall be deemed reliable and PATH shall be entitled to rely on the accuracy and completeness of any services and information furnished.

### 7.0 Indemnification:

To the extent permitted by law, the Client shall indemnify and hold harmless PATH and all of its personnel from and against any claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the negligent act, omission, of the Client, anyone directly employed by the Client (except PATH), or anyone for whose acts any of them may be liable. The foregoing indemnification shall not extend to the negligence or willful misconduct of PATH or its representatives, agents, or employees.

### 8.0 Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and PATH, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, PATH's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause

or causes, shall not exceed two (2) times the total fee or \$50,000, whichever is less. Such causes include, but are not limited to, PATH negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**9.0 Standard of Care:**

PATH shall perform Services for Client in a professional manner, using that degree of care and skill ordinarily expected of by and consistent with the standards of competent consultants practicing in the same or a similar locality as the Project.

**10.0 Exchange of Electronic Media:**

When exchange of data by electronic media is required by this agreement, the following shall apply:

**10.1 Client to PATH**

The Client shall deliver to PATH electronic files suitable for use in the format, specification, media and hardware platform (production system) stated in the agreement. PATH shall review the files and accept it within 5 days as being suitable for their use on the project. Within the acceptance period if the data is not determined suitable for use, PATH shall notify the Client in writing of the corrections required. The Client shall make the required corrections and return the files to PATH.

**10.2 PATH to Client of Third Parties**

PATH shall deliver to the Client contract document files for the production system stated in the agreement. These files are compatible only with the production system stated in the agreement and may not be compatible beyond the specified release of the above-stated production system. PATH agrees that it is responsible for the accuracy of the original sealed documents. PATH is solely responsible for the accuracy of the submitted electronic files.

**11.0 Termination of Services:**

This agreement may be immediately terminated by written notice by either the Client or PATH should the other fail to perform its obligations hereunder or upon 30 days' written notice for no cause. In the event of termination, the Client shall pay PATH for all services appropriately and completely rendered to the date of termination and all associated reasonable reimbursable expenses and PATH shall deliver to the Client any deliverables produced up through such termination date as well as return to the Client any files provided by the Client to PATH.

**12.0 Ownership of Documents:**

Unless otherwise agreed to in writing or upon the Client's payment to PATH for the services, all documents, including electronic media, produced by PATH under this agreement (collectively, the "Work Product") shall remain the property of PATH and may not be used by the Client for any reason without the written consent of PATH; such written consent not to be unreasonably withheld, conditioned or delayed. Any unauthorized use or distribution shall be a Client's and Recipient's sole risk and without liability to PATH. Notwithstanding anything contained herein to the contrary, upon the Client's payment to PATH for the all or any portion of the Work Product, the Client shall own the Work Product and may use and distribute as it sees fit in its sole discretion.

**13.0 Solicitation of Employees:**

During the term of this Agreement, neither party will solicit, hire, or make an offer of employment to an employee of the other party without prior written consent of the other party.

**14.0 Delays:**

No party is responsible for delays caused by factors beyond PATH's and Client's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of such party's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond such party's reasonable control occur, the Client agrees such party is not responsible for damages, nor shall such party be deemed to be in default of this agreement and either party's deadline to deliver such product shall be tolled for each day of such delay beyond such party's control.

**15.0 Discovery of Unanticipated Hazardous Materials:**

Hazardous materials may exist where there is no reason to believe they could or should be present. PATH and the Client agree that the discovery of unanticipated hazardous materials may constitute a changed condition mandating a renegotiation of the scope of work or termination of services at the election of either party. PATH and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for PATH to take immediate measures to protect human health and

safety, and/or the environment. PATH agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

**16.0 Site Operations:**

PATH field personnel will avoid hazards and potentially dangerous exposure to and contact with utilities which are visible to them at the site. The Client recognizes that PATH may not identify all subsurface utility lines and man-made objects, and that the information upon which PATH relies may contain errors, may be incomplete, or insufficient. PATH is not responsible for any reasonably unforeseeable damage or loss due to undisclosed or unknown surface, subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost or demolition. Where the detailed investigation of such a condition is not authorized, PATH shall not be responsible for the condition of the existing structure and utilities. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

**17.0 Governing Law:**

Unless otherwise specified, this agreement shall be deemed to be executed in DeKalb County, Georgia and shall be governed by the laws in the State of Georgia. It is agreed that all actions related to this agreement shall be submitted to the jurisdiction of the state or federal courts in the State of Georgia and that the venues for same shall be located in DeKalb County, Georgia.

**18.0 Insurance:**

- a. PATH shall conform to the ratings published by A.M. Best & Company in the current Best's Key Rating Guide – Property – Casualty, and maintain in full force and effect, at all times during the term of the Agreement the following insurance through companies having a Best's rating not less than A-, a Best's Financial Size Category not less than Class IX, and authorization issued by the Insurance Commissioner, State of Georgia, to conduct and transact insurance contracts. The Company shall procure and maintain:
- b. Worker's Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work related to the Work Area:
  1. Worker's Compensation: Statutory
  2. Employer's Liability:
    - a) Bodily Injury by Accident/Disease: \$100,000 each accident
    - b) Bodily Injury by Accident/Disease: \$100,000 each employee
    - c) Bodily Injury by Accident/Disease \$500,000 policy limit
  3. Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:
    - a) Comprehensive Form; and
    - b) Owned, Hired, Leased and Non-owned vehicles to be covered.  
In the event the Company does not own any automobiles in their corporate names, non-owned and hire automobile coverage shall be maintained in the amount indicated above.
  4. Comprehensive General Liability (including contractual liability) of not less than \$1,000,000 each occurrence and \$2,000,000 in the general aggregate.
  5. Umbrella covering the Comprehensive General Liability, Employer's Liability, and Automotive Liability insurance of not less than \$1,000,000,00 per occurrence. Said liability insurance policies shall name Client, Fulton County, City of Atlanta, and the State of Georgia Department of Transportation as additional insureds. Said liability insurance shall recognize and ensure the performance by the Company of the indemnification obligations contained herein.
- c. Prior to initiating Services, the PATH shall provide Client with valid certification of insurance signed by an authorized agent and confirming the purchase of said insurance, and the inclusion of City of Doraville as additional insureds for all coverages except workers compensation and employers liability. The certificate will further confirm that at least thirty (30) days' prior written notice will be furnished to Client by insurer before any material change, cancellation or non-renewal of policy. It is further agreed that any coverage extended by reason of this paragraph shall be primary and that any similar insurance maintained by Client for its own protection shall be secondary or excess and non-contributing insurance.

- d. Prior to initiating performance of Services, PATH will provide to Client a waiver of subrogation from its insurance carrier, waiving any right to subrogate back against Client in the event of a claim for damages.

*By signing the attached proposal for professional services, the client agrees that they have fully read, understand and accept the Terms and Conditions as stated above.*





# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Public Works

**ITEM TYPE:** Action Item

**AGENDA SECTION:** CONSENT AGENDA - APPROVAL OF MINUTES

**SUBJECT:** Public Works Equipment Purchase

**SUGGESTED ACTION:**

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### ATTACHMENTS:

[7.21.21 - Agenda Item - Equipment Purchase.pdf](#)  
[Memorandum - Equipment Purchase..pdf](#)  
[Compact Excavator Quote.pdf](#)  
[Compact Track Loader Quote.pdf](#)  
[863 TRADE EVALUATION.pdf](#)



# THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: \_\_\_\_\_

DATE OF MEETING: \_\_\_\_\_

BUDGET IMPACT: \_\_\_\_\_

BUDGET IMPACT AMOUNT: \_\_\_\_\_

FUNDING SOURCE:



ANNUAL



CAPITAL



N/A

REGULAR MEETING

WORK SESSION

RECOMMENDATION

POLICY/DISCUSSION

REPORT

OTHER

DEPARTMENT: \_\_\_\_\_

REQUESTOR: \_\_\_\_\_

COMMENTS AND RECOMMENDATIONS:

REQUESTED ACTION TO BE TAKEN BY BOARD:

# Memorandum

**To:** Honorable Mayor and Council

**From:** Chris LaFleur

**Date:** July 14, 2021

**Subject:** Purchase of Compact Excavator & Compact Track Loader

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The Public Works department is seeking approval to purchase a new compact excavator and replace an old track loader.

The purchase of this equipment will provide our team with the necessary tools needed to complete certain maintenance projects in house and eliminate the need to rent equipment. In addition, this will allow us to replace a 40-year-old unit which we are expecting to receive a \$9,000 credit in trade in value.

The purchase of these machines will be made from Bobcat of Atlanta utilizing our Sourcewell contract. As a government organization, Sourcewell saves us time and money by satisfying the solicitation process on our behalf. Utilizing this contract will save the City over 25% on this purchase.

The quote for the compact excavator comes to \$45,801.54. The compact track loader is quoted at \$62,363.71 which includes a 72" brushcat attachment. The quotes for both machines are attached for reference.

Respectfully,



Chris LaFleur  
Director of Public Works



# Bobcat

## Product Quotation

Quotation Number: AMS-01350

Date: 2021-07-01 13:57:44

<b>Customer Name/Address:</b> City of Doraville 3725 Park Ave Doraville, GA 30340	<b>Bobcat Delivering Dealer</b> Jake Brigham Bobcat of Atlanta, Atlanta, GA 6972 Best Friend Rd Atlanta GA 30340 Phone: 770-242-6500 Fax:	<b>ORDER TO BE PLACED WITH: Contract Holder/Manufacturer</b> Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com
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Description	Part No	Qty	Price Ea.	Total
<b>E42 R2-Series Bobcat Compact Excavator</b> Auto&gt;Idle Auto&gt;Shift, 2&gt;Speed Travel Auxiliary Hydraulics with Selectable Flow <ul style="list-style-type: none"> <li>W/ Arm Mounted Flush Face Quick Couplers</li> </ul> Canopy <ul style="list-style-type: none"> <li>Includes: Cup Holder, Retractable Seat Belt,</li> </ul> Vinyl Suspension Seat <ul style="list-style-type: none"> <li>Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117&amp;gt;2: 2008</li> <li>Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000</li> <li>Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262</li> </ul> Control Console Locks Control Pattern Selector Valve (ISO/STD)	M3315	1	\$39,461.10	\$39,461.10
<b>P60 Performance Package</b> Long Arm	M3315-P06-P60	1	\$3,883.60	\$3,883.60
<b>C11 Comfort Package</b> Open Canopy Motion Alarm	M3315-P07-C11	1	\$217.00	\$217.00
<b>24" MX4 XCHG TEETH</b>	7311868	1	\$994.84	\$994.84
<b>Total of Items Quoted</b>				<b>\$44,556.54</b>
<b>Freight Charges</b>				<b>\$1,245.00</b>
<b>Dealer Assembly Charges</b>				<b>\$0.00</b>
<b>Quote Total - US dollars</b>				<b>\$45,801.54</b>

### Notes:

*\*Prices per the Sourcewell Contract -040319-CEC*

*\*Terms Net 30 Days. Credit cards accepted.*

*\*FOB Destination within the 48 Contiguous States.*

*\*Delivery: 60 to 90 days from ARO.*

*\*State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.*

*\*TID# 38-0425350*

*\*Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

**ORDER ACCEPTED BY:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATED**

\_\_\_\_\_  
**PRINT NAME AND TITLE**

\_\_\_\_\_  
**PURCHASE ORDER #**

**SHIP TO ADDRESS:** \_\_\_\_\_

**BILL TO ADDRESS (if different than Ship To):** \_\_\_\_\_







# Bobcat

## Product Quotation

Quotation Number: AMS-01348v1

Date: 2021-07-14 11:32:54

<b>Customer Name/Address:</b>	<b>Bobcat Delivering Dealer</b>	<b>ORDER TO BE PLACED WITH: Contract Holder/Manufacturer</b>
City of Doraville 3725 Park Ave Doraville, GA 30340	Jake Brigham Bobcat of Atlanta, Atlanta, GA 6972 Best Friend Rd Atlanta GA 30340 Phone: 770-242-6500 Fax:	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
<b>T76 T4 Bobcat Compact Track Loader</b>	<b>M0371</b>	<b>1</b>	<b>\$49,230.72</b>	<b>\$49,230.72</b>
74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Selectable Joystick Controls Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support	<b>Lift Path: Vertical Lights, Front and Rear LED Operator Cab</b>			
		<ul style="list-style-type: none"> <li>Includes: Vinyl Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt</li> <li>Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471</li> <li>Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)</li> </ul>		
		Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Warranty: 2 years, or 2000 hours whichever occurs first		
<b>P17 Performance Package</b>	<b>M0371-P06-P17</b>	<b>1</b>	<b>\$1,531.90</b>	<b>\$1,531.90</b>
Power Bob-Tach 7-Pin Attachment Control	<b>Dual Direction Bucket Positioning</b>			
<b>C40 Comfort Package</b>	<b>M0371-P07-C40</b>	<b>1</b>	<b>\$523.04</b>	<b>\$523.04</b>
Bobcat MaxControl Kit	<b>7417974</b>	<b>1</b>	<b>\$2,395.00</b>	<b>\$2,395.00</b>
Rear Window External Removal Kit	<b>7376915</b>	<b>1</b>	<b>\$57.60</b>	<b>\$57.60</b>
74" Heavy Duty Bucket	<b>7272680</b>	<b>1</b>	<b>\$872.48</b>	<b>\$872.48</b>
--- Standard Bolt-on tooth kit	<b>7355991</b>	<b>7</b>	<b>\$46.33</b>	<b>\$324.31</b>
72" Brushcat (Std Flow)	<b>7218087</b>	<b>1</b>	<b>\$5,313.16</b>	<b>\$5,313.16</b>
<b>Total of Items Quoted</b>				<b>\$60,248.21</b>
<b>Freight Charges</b>				<b>\$1,778.00</b>
<b>Dealer Assembly Charges</b>				<b>\$337.50</b>
<b>Quote Total - US dollars</b>				<b>\$62,363.71</b>

\*Prices per the Sourcewell Contract -040319-CEC

\*Terms Net 30 Days. Credit cards accepted.

\*FOB Destination within the 48 Contiguous States.

\*Delivery: 60 to 90 days from ARO.

\*State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.

\*TID# 38-0425350

\*Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

**ORDER ACCEPTED BY:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATED**

\_\_\_\_\_  
**PRINT NAME AND TITLE**

\_\_\_\_\_  
**PURCHASE ORDER #**

**SHIP TO ADDRESS:** \_\_\_\_\_

**BILL TO ADDRESS (if different than Ship To):** \_\_\_\_\_





**SALES**  
Invoice

<b>ORDER NUMBER</b>

**6972 Best Friend Rd. Atlanta, GA 30340**

Customer Account Number \_\_\_\_\_ New Customer    
 Customer PO \_\_\_\_\_ Proposal No. \_\_\_\_\_ Salesman JAKE BRIGHAM Date 7/8/2021

Customer Name _____	Ship To <u>Same</u>
Company Name _____ CITY OF DORAVILLE	_____
Address _____ 3883 FLOWERS RD	_____
_____ DORAVILLE, GA 30360	_____
Phone _____ 770-318-3382 Fax _____	Phone _____ Fax _____
Cell: _____ County: <u>DEKALB</u>	Cell: _____
Email: <u>christopher.mitchell@doravillega.us</u>	

F.O.B. Point of Origin - Ship Via Bobcat of Atlanta- Atlanta  PREPAID  COLLECT

TERMS:  CASH WITH ORDER  C.O.D.  NET 30 DAYS  INSTALLMENTS Indicate Down Payment term and finance rate under "other" in space provided below.

FINANCING: \_\_\_\_\_ MONTHS: \_\_\_\_\_ PERCENT: \_\_\_\_\_

ALL RENTALS ARE PAYABLE IN ADVANCE UPON PRESENTATION OF INVOICE.

MTC Deal  Y  N

TYPE	QTY	MODEL	Serial # or Stock#	DESCRIPTION	UNIT PRICE	TOTAL
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

TRADE-IN INFORMATION: <input type="checkbox"/> Branch <input type="checkbox"/> Re-Marketing					<b>SALE PRICE</b>	<b>0.00</b>
USED	1	863		OPEN CAB STD CONTROL		9,000.00
						0.00
						0.00
						0.00

\* TYPE N = NEW U = USED R = RENTAL PR = PURCHASE OF RENTAL EQUIPMENT A=ACCESSORIES P=PARTS S=SERVICE/REPAIR  
 Other / Program Name & Discount \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>TRADE-IN</b>	<b>\$9,000.00</b>
<b>Net Price</b>	<b>-\$9,000.00</b>
<b>Sales Tax % 0%</b>	<b>0.00</b>
<b>Freight/Prep</b>	<b>0.00</b>
<b>Warranty</b>	<b>0.00</b>
<b>Total</b>	<b>-\$9,000.00</b>
<b>Payoff</b>	<b>\$0.00</b>
<b>Down Pymt</b>	<b>\$0.00</b>
<b>TOTAL DUE</b>	<b>-\$9,000.00</b>

**Bobcat of Atlanta**

Customer Signature \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**THIS ORDER NOT ACCEPTED OR BINDING UNTIL APPROVED BY AN OFFICER OF BOBCAT OF ATLANTA**

Shipping Reference  

This space for internal use only



**TERMS AND CONDITIONS - EQUIPMENT SALE**

**1. General:** The Terms and Conditions of Sale outlined herein shall apply to the sale by Bobcat of Atlanta (hereinafter referred to as Company) of products, equipment and parts relating thereto (hereinafter referred to as Equipment). Unless prior written agreement is reached, it shall be understood that the Company's proceeding with any work shall be in accordance with the terms and conditions outlined herein. The Company hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by the Purchaser. Such additional or different terms shall not be included in this contract.

The Company will comply with applicable laws and regulations as they may apply to the manufacture of the Equipment. Compliance with any local governmental laws or regulations relating to the location, use or operation of the Equipment, or its use in conjunction with other equipment, shall be the sole responsibility of the Purchaser.

**2. Title and Risk of Loss:** Title and risk of loss or damage to the Equipment shall pass to the Purchaser upon tender of delivery F.O.B. manufacturing facility unless otherwise agreed upon by the parties, except that a security interest in the Equipment shall remain in the Company, regardless of mode of attachment to realty or other property, until full payment has been made therefor. Purchaser agrees upon request to all things and acts necessary to perfect and maintain such security interest and shall protect Company's interests by adequately insuring the Equipment against loss or damage from any cause wherein the Company shall be named as an additional insured.

**3. Assignment:** Neither party shall assign or transfer this contract without the prior written consent of the other party. The Company however shall be permitted to assign or transfer, without the prior written consent of the Purchaser, the Company's right to receive all or any portion of the payment due from the Purchaser under this contract.

**4. Delivery and Delays:** Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of "time is of the essence". " " "

The Company shall not be liable for any loss or delay due to war, riots, fire, flood, strikes, or other labor difficulty, acts of civil or military authority including governmental laws, order, priorities or regulations, acts of the Purchaser, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of the Company. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. The Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay.

**5. Taxes:** The price does not include any present or future Federal, State, or local property, license, privilege, sale, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, or imposed upon or result from this transaction, or any services performed in connection therewith. Such taxes will be itemized separately to Purchaser, who shall make prompt payment to the Company. The Company will accept a valid exemption certificate from Purchaser, if applicable. If such exemption certificate is not recognized by the government taxing authority involved, Purchaser agrees to promptly reimburse the Company for any taxes covered by such exemption certificate which the Company is required to pay.

**6. Set Off:** Neither Purchaser nor any affiliated company or assignee shall have the right to claim compensation or to set off against any amounts which become payable to the Company under this contract or otherwise.

**7. Patents:** The Company shall defend any suit or proceeding brought against the Purchaser and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Equipment manufactured by the Company, and furnished under this contract, constitutes infringement of any patent of the United States of America, provided the Company is promptly notified in writing and given the authority, information and assistance by Purchaser for defense of same; and the Company shall, at its option, procure for the Purchaser the right to continue to use such Equipment, modify it so that it becomes non-infringing, replace the same with non-infringing equipment, or remove such Equipment and refund the purchase price. The foregoing shall not be construed to include any agreement by the Company to accept any liability whatsoever with respect to patents for inventions including more than the Equipment furnished hereunder, or patents for methods and processes to be carried out with the aid of the Equipment. The foregoing states the entire liability of the Company with regard to patent infringement.

**8. Warranty:** The Company warrants that new Equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for the periods of time specified in the applicable warranties of the Company for such Equipment, which are incorporated herein by reference. Unless otherwise specified in writing by the Company, spare parts will be free of defects in material and workmanship for six (6) months from the date of shipment.

**TERMS AND CONDITIONS - EQUIPMENT RENTAL**

1. Lessee agrees to rent the Equipment for the term and at the stipulated rental rates and to pay such rental when due irrespective of any claims, demands, set-offs, actions, suits or proceedings, that it may have or assert against Lessor.

2. From the time the Equipment is shipped from Lessor's facility, until it is returned to Lessor's designated facility, Lessee shall: (i) use the Equipment solely in the conduct of its business; (ii) use and preserve the Equipment in a careful, proper and lawful manner; (iii) at its own expense keep the Equipment in good repair, condition and working order and pay the cost of any and all parts and labor required for that purpose, using only parts manufactured or furnished by the manufacturer of the Equipment; (iv) not make any material alterations to the Equipment; (v) promptly notify Lessor of any loss of or damage to the Equipment; and (vi) assume the entire risk of loss of or damage to the Equipment, and injury or death to persons, from any cause whatsoever arising under this agreement.

3. Lessor may inspect the Equipment at all reasonable times.

4. Lessee shall report and pay to the appropriate authority any and all license fees, registration fees, assessments, charges and taxes, including penalty and interest, assessed against the Equipment due to rental or use thereof and reimburse Lessor upon request for any such amounts assessed against Lessor by reason of the rental or use of the Equipment, except for taxes payable in respect to Lessor's income.

5. Lessee shall keep the Equipment at the address specified in this agreement, and not remove it therefrom without the Lessor's prior written consent. Lessee shall not assign, sublet or pledge any of the Equipment or any interest in this agreement, and any attempt to do so shall constitute an act of default hereunder.

6. The Equipment shall at all times remain personal property of Lessor regardless of the degree of its annexation to any real property and shall not by reason of any annexation become a part thereof. Lessor shall retain a security interest in the Equipment in the event that the rental of the Equipment is held by a court to constitute a lease intended for security and Lessee agrees upon request to do all things and acts necessary to perfect and maintain such security interest.

7. Lessee, at its own expense, will maintain all risk insurance coverage on the Equipment for its full replacement value, and also such other insurance as Lessor may require, in amounts and under policies acceptable to Lessor, with loss payable to Lessee and Lessor as their respective interests may appear. Upon request of Lessor, Lessee shall furnish certificates of insurance evidencing such coverage. Each policy shall provide for thirty (30) days written notice to Lessor of the cancellation or material modification thereof.

8. Lessee shall promptly notify Lessor of each accident involving any Equipment, including time, place, nature of the accident or damage, and such other information as may be known; advise Lessor of all correspondence, papers, notices, or documents received; aid in the investigation and defense of all such claims; and assist in the recovery of damages, from third parties liable therefor.

9. In the event of damage to or loss, destruction or theft of the Equipment or any part thereof, Lessee shall pay to Lessor the full value of the Equipment at the time of such occurrence except to the extent that Lessor receives proceeds of insurance covering such Equipment. Such payment may, at Lessor's option, be applied (i) to repair such Equipment, or (ii) to afford Lessee a pro rata reduction in the rental payments attributable to the lost or damaged Equipment, or (iii) to replace the Equipment with equipment of the same make and the same or later model.

The Purchaser shall be obligated to promptly report any failure to conform to the applicable warranty to the Company in writing within the applicable warranty period, whereupon the Company shall, at its option, correct such nonconformity by suitable repair to such Equipment or furnish a replacement part F.O.B. point of shipment, provided the Purchaser has stored, installed, maintained and operated such Equipment in accordance with good industry practices and has complied with specific recommendations of the Company. The Company shall not be liable for any repairs, replacements, or adjustments to the Equipment or any costs of labor performed by the Purchaser or others without the Company's prior written approval.

The effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty. Performance warranties, if any, are limited to those specifically stated within the Company's proposal. Unless responsibility for meeting such performance warranties is limited to specified shop or field tests, the Company's obligation shall be to correct in the manner and for the period of time provided in the applicable warranty.

Accessories or equipment furnished by the Company, but manufactured by others, including, but not limited to, engines, tires, batteries, engine electrical equipment, hydraulic transmissions, and carriers, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed on to the Purchaser.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Correction by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Equipment.

The Purchaser shall not operate Equipment which is considered to be defective, without first notifying the Company in writing of its intention to do so. Any such use of Equipment will be at the Purchaser's sole risk and liability.

ALL USED EQUIPMENT IS SOLD "AS IS, WITH ALL FAULTS."

**9. Limitations of Liability:** THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF THE COMPANY WITH RESPECT TO THIS CONTRACT OR THE EQUIPMENT AND SERVICES FURNISHED HEREUNDER, IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTION COVERED BY OR FURNISHED UNDER THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE UNIT OF EQUIPMENT UPON WHICH SUCH LIABILITY IS BASED.

THE COMPANY AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO THE PURCHASER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSSES BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OR CLAIMS OF PURCHASER OR CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTION, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.

**10. Nuclear Liability:** In the event that the Equipment sold hereunder is to be used in a nuclear facility, the Purchaser hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due in whole or in part to the negligence or otherwise of the Company or its suppliers.

**11. Governing Law:** The rights and obligations of the parties shall be governed by the laws of the State of Delaware excluding its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.

**12. Execution:** The Company shall not be bound by any contract or any modification thereto until approved in writing by an officer of the Company. The contract when so approved, shall supersede all previous communications, either oral or written, with respect to the subject matter thereof.

Bobcat of Atlanta

**10. LESSEE UNDERSTANDS THAT LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

**11. LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS (I) RESULTING FROM THE NON-DELIVERY, DELIVERY, MANUFACTURE, INSTALLATION, USE OR OPERATION OF THE EQUIPMENT, OR FROM ANY DEFECTS IN, FAILURES, MALFUNCTIONS, REPAIRS, REPLACEMENTS OR ALTERATIONS THEREOF, OR (II) WITHOUT LIMITATION, ANY OTHER LIABILITY OF ANY NATURE WITH RESPECT TO THE EQUIPMENT, OR THIS AGREEMENT OR ANY BREACH THEREOF OR ARISING OUT OF NEGLIGENCE, FURTHERMORE, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM, THIS AGREEMENT OR THE BREACH THEREOF.**

**12. Upon termination of this agreement, Lessee will, at its own cost and expense, promptly return the Equipment to Lessor in the same condition as received, reasonable wear and tear and normal depreciation excepted.**

**13. If Lessee breaches its obligation to pay rentals when due or any of the other terms of this agreement, or if Lessee becomes insolvent or ceases to do business as a going concern, or if the Equipment or any part of it is abused, illegally used or misused, or if Lessee makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for arrangement or reorganization is filed by or against Lessee, or if property of Lessee is attached or a receiver is appointed for Lessee or any of Lessee's property, or if Lessee is in default pursuant to the provisions of any other agreement by and between Lessor and Lessee, or whenever Lessor may deem the rentals or Equipment insecure, the Lessee hereby authorizes Lessor to enter, with or without legal process, any premises where the Equipment may be and take possession thereof, or at the request of Lessor, Lessee will assemble the Equipment and make the Equipment available to the Lessor, in whole or in part as requested, at such place or places designated by the Lessor. All remedies herein are cumulative and any or all such remedies may be exercised in lieu of or in addition to any remedies at law, in equity or under statute. If after default this agreement is placed with an attorney for collection of unpaid rentals or enforcement of any other right or remedy of Lessor, Lessee shall pay reasonable attorney's fees. Waiver of any default shall not be a waiver of any other or subsequent default.**

**14. All notices required to be given hereunder shall be in writing and shall be deemed adequately given if sent by registered or certified mail to the other party at the registered address of such other party, or at such other place as either party may designate in writing to the other party.**

**15. The rights and obligations of the parties shall be governed by the laws of the State of Delaware excluding its conflicts of law principles.**

**16. This document and any attachments hereto constitute the entire agreement of the parties with respect to the subject matter hereof. No variation or modification of this document and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by both parties.**

Bobcat of Atlanta

Integral to Sales Order # \_\_\_\_\_ Customer Initials \_\_\_\_\_

Bobcat of Atlanta  
6972 Best Friend Road  
Atlanta, GA 30340  
Phone: 770-242-6500  
Fax: 770-242-0622

Bobcat of Atlanta  
2006 Delk Industrial Blvd.  
Marietta, GA 30067  
Phone: 770-850-1443  
Fax: 770-850-1602



## DISCLAIMER

Bobcat of Atlanta disclaims responsibility for the 'model year' of all new and used machines sold. The unit is sold based on condition not 'model year'. Model year may be interpreted as year manufactured, year sold or other interpretation. We make no representation as to the 'model year' of a particular machine.

Bobcat of Atlanta sells machines based on condition and the hour meter readings present on the machine, but accepts no responsibility and CANNOT AND DOES NOT WARRANT the accuracy of the hours on the machine.

I accept the machine/s I am buying based on these disclaimers.

Customer signature \_\_\_\_\_

Date: \_\_\_\_\_

Machines: \_\_\_\_\_



<b>Ship From</b>	Bill of Lading Number:
Name: <b>Bobcat of Atlanta</b> Address: <b>6972 Best Friend Rd</b> City/State/Zip: <b>Atlanta, GA 30340</b> Location: <b>02</b>	

<b>Ship To</b>	Carrier Name:
Name: <b>CITY OF DORAVILLE</b> Address: <b>3883 FLOWERS RD</b> City/State/Zip: <b>0</b> Phone: <b>770-318-3382</b> Contact: <b>0</b>	Trailer: <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span> Tractor number(s):

<b>Third Party Freight Charges Bill to:</b>	Pro Number:
Name: Address: City/State/Zip:	

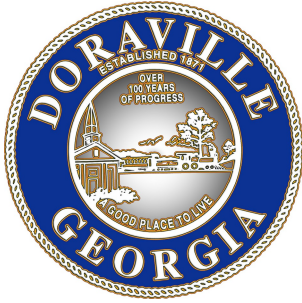
<b>Special Instructions:</b>	Freight Charge Terms: (Freight charges are prepaid Prepaid:      Collect:      3 <sup>rd</sup> Party: <input type="checkbox"/> (check box): Master bill of lading with attached
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Carrier Information								
Handling Unit		Package			Weight	HM (X)	Commodity Description <small>Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of NMFC item 360</small>	LTL Only
Model	Type	Qty	IC Number	NMFC No.				
0	0	0	0	0		0		
0	0	0	0	0		0		
0	0	0	0	0		0		
0	0	0	0	0		0		
0	0	0	0	0		0		
0	0	0	0	0		0		

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: **COD Amount: \$** \_\_\_\_\_  
 \*The agreed or declared value of the property is specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_  
**Free terms: Collect , Prepaid , Customer check**

**Note Liability limitation for loss or damage in this shipment may be applicable. See 49 USC § 14706(c)(1)(A) and (B).**

Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.	<b>The carrier shall not make delivery of this shipment without Shipper</b>		
<b>Shipper Signature/Date</b> This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.	<b>Trailer Loaded:</b> _ By shipper  _ By driver	<b>Freight</b> _ By shipper  _ By _____ _ By _____	<b>Customer Signature/Date</b> Customer acknowledges receipt of packages and required placards. Customer certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Public Works

**ITEM TYPE:** Action Item

**AGENDA SECTION:** CONSENT AGENDA - APPROVAL OF MINUTES

**SUBJECT:** Shallowford Road Project (LMIG SAP)

**SUGGESTED ACTION:**

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### ATTACHMENTS:

- [7.21.21 - Agenda Item - Shallowford Project.pdf](#)
- [Memorandum - LMIG SAP Shallowford Project.pdf](#)
- [Sunbelt Proposal United Elementary School RRFB\\_06-30-21.pdf](#)



# THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: \_\_\_\_\_

DATE OF MEETING: \_\_\_\_\_

BUDGET IMPACT: \_\_\_\_\_

BUDGET IMPACT AMOUNT: \_\_\_\_\_

FUNDING SOURCE:

ANNUAL     CAPITAL     N/A

REGULAR MEETING

WORK SESSION

RECOMMENDATION

POLICY/DISCUSSION

REPORT

OTHER

DEPARTMENT: \_\_\_\_\_

REQUESTOR: \_\_\_\_\_

COMMENTS AND RECOMMENDATIONS:

REQUESTED ACTION TO BE TAKEN BY BOARD:

# Memorandum

**To:** Honorable Mayor and Council

**From:** Chris LaFleur

**Date:** July 14, 2021

**Subject:** LMIG Safety Action Plan – Shallowford Road Project

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The City of Doraville has received funding in the amount of \$55,000 as part of the Local Maintenance Improvement Grant (LMIG) Safety Action Plan (SAP). During a presentation to council on 6/14/21, three projects were identified and selected that qualify for this grant opportunity. The Shallowford Road project was among that list.

This project addresses the issues at Doraville United Elementary and will include the installation of school flashing beacon, crosswalk, associated signage, as well as removal and replacement of approximately 275SF of sidewalk.

An acceptable proposal has been received from Sunbelt Traffic in the amount of \$28,138.79. Based on this submittal, staff recommends to award this project to Sunbelt Traffic. The proposal is attached for reference.

Respectfully,



Chris LaFleur  
Director of Public Works



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## PROPOSAL

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TO: **Hari Karikaran**  
City of Doraville

Project: United Elementary School RRFB  
Address: 3645 Shallowford Road  
Doraville, GA 30340  
Date: 6/30/2021

*We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:*

**1. RRFB Installation \$16,448.54**

*Description of Services:*

RRFB Assembly, Solar 55/48, Radio, SOP, DS, Amber  
2 Complete doublesided beacons  
4 EA W11-2, 30x30 DG3FYG, Pedestrian Crossing Symbolic  
2 EA W16-7PR,24"x12" DG3 FYG,Down Diagonal,  
Right Arrow (Fed Spec) Sign  
2 EA W16-7PL,24"x12" DG3 FYG,Down Diagonal Left Arrow (Fed Spec) Sign  
2 EA - Square Aluminum Base w/ Alum door  
2 EA 13Ft Aluminum Pole, Sch 40 Spun & TOE  
8 EA Galvanized L Anchor Bolts for Ped Pole Bases  
2 EA CPI-RBC-1 Aluminum 2-piece Ped Pole support collar  
1 YD, Class A concrete  
1 EA, Soil Dump Fee  
20 Hr, Construction Technician with Dump Trailer  
20 Hr, General Laborer  
16 Hr, Signal Technician with Bucket Truck  
12 Hr, Senior Signal Technician with Pickup Truck

**2. Install Concrete Sidewalk \$8,550.25**

*Description of Services:*

SCHOOL SIDE:

- Remove & replace approx. 100sf of sidewalk, forming pedestrian ramps w/ (2) tactile strips



ACROSS SHALLOWFORD RD FROM SCHOOL:

- Remove dirt. Form & pour approx. 175sf of new sidewalk, w/ pedestrian ramp & (1) tactile strip

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
Concrete installation	1.00	\$8,550.25	\$8,550.25

**3. Install Crosswalk Striping and Advance Signage **\$3,140.00****

*Description of Services:*

- Remove approx. 16' of white edge line & 8' of double-yellow centerline, by grinding
- Layout & stripe, in white thermoplastic, approx. 30'x8' crosswalk, across Shallowford Road, at school entrance
- 2 EA, post mounted advance signage, crosswalk ahead symbol

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<b>Subtotal:</b>	<b>\$28,138.79</b>
<i>*0% Tax:</i>	<i>\$0.00</i>
<b>TOTAL:</b>	<b>\$28,138.79</b>

**Terms and Conditions**

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Contractor: \_\_\_\_\_ 6/30/2021  
Sunbelt Traffic Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: \_\_\_\_\_  
City of Doraville Date



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Council

**ITEM TYPE:** Action Item

**AGENDA SECTION:** CONSENT AGENDA - APPROVAL OF MINUTES

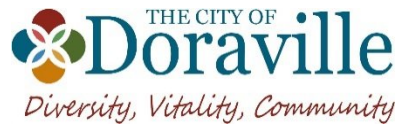
**SUBJECT:** City Manager, Mr. Chris Eldridge Employment Agreement

**SUGGESTED ACTION:**

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**ATTACHMENTS:**

[Agenda Item Memo 2nd Amendment.docx](#)  
[SECOND AMENDMENT TO EMPLOYMENT AGREEMENT.docx](#)



To Honorable Mayor and City Council  
From Mayor Joseph Geierman  
Date June 21, 2020 City Council Meeting  
Subject Title Recommendation for Approval of an Amendment to the Agreement for Christopher Eldridge to Serve as City Manager for the City of Doraville, Georgia

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### Summary

Following the vacancy in the position of City Manager, the City of Doraville initiated and conducted a nationwide search for a new city manager. The search identified numerous candidates with the appropriate skills and experience to fill the position.

Following the application process, the Mayor and Council evaluated the applicant's responses and conducted multiple rounds of interviews to select the candidate which would be the best fit for the City of Doraville. Ultimately, Christopher D. Eldridge was identified as the preferred candidate.

Based upon the feedback from Council, the City negotiated an Employment Agreement with Mr. Eldridge and, following his first evaluation, the Employment Agreement was amended to update certain performance measures.

Now, following the completion of the first term of the Agreement, the parties agree that Mr. Eldridge has successfully completed his first year, and met all of the first term performance measures. Thus, Mr. Eldridge is entitled to full compensation pursuant to the first term of the Employment Agreement.

The City further desires to renew the Agreement with the modifications set forth on the Second Amendment attached hereto.

We ask that the Council to authorize the execution the attached Second Amendment attached.

### Attachments

1. Second Amendment to Employment Agreement

STATE OF GEORGIA  
DEKALB COUNTY  
CITY OF DORAVILLE

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (“Second Amendment”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF DORAVILLE, GEORGIA**, a municipal body politic and corporate, hereinafter designated “City,” and **CHRISTOPHER D. ELDRIDGE**, hereinafter designated “City Manager.”

WITNESSETH:

WHEREAS, the City and City Manager executed an Employment Agreement (hereinafter “Employment Agreement”) for City Manager to provide services to City through June 30, 2021 subject to two (2) automatic renewal terms of one (1) year; and

WHEREAS, the Agreement has entered into its second term and is currently extended through June 30, 2022, subject to one more automatic renewal term of one (1) year; and

WHEREAS, as part of the Employment Agreement, Section 2(B) contemplated a potential annual bonus of \$20,000.00 composed of four (4) performance measures valued at \$5,000 each; and

WHEREAS, during the first term, after certain initial performance measures were met, the parties subsequently amended those performance measures via the First Amendment to Employment Agreement; and

WHEREAS, the City Manager has resided in the City for the first term of the Agreement; and

WHEREAS, the parties agree that the City Manager has met all other the performance measures for the first term of the Employment Agreement and is entitled to the full first annual bonus under the Employment Agreement as amended; and

WHEREAS, the parties have agreed to the further amendment of Section 2 of the Employment Agreement as set forth below to be effective for the second term of the Employment Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2(A) of the Agreement is amended to read as follows:

A. For the performance of services pursuant to this Agreement, the City agrees to pay the City Manager an annual base salary of \$175,000.00, payable in equal monthly installments at the same time as other City employees are paid.

2. Section 2(B) of the Agreement is amended to read as follows:

B. Additionally, the City Manager shall be entitled to receive up to \$5,000 as an annual performance bonus at the completion of each term of this Agreement for residing in the City of Doraville for the complete term.

3. Exhibit "A" to the Employment Agreement shall be deleted.

4. Section 2(D) of the Agreement is amended to read as follows:

D. Performance evaluations shall take place in December and June of both the initial term, and each following term of this Agreement. The December and June performance evaluation shall be conducted no later than the 15<sup>th</sup> of December and June of each term. During the December evaluations it is anticipated that the evaluation will be based primarily upon the performance of the City Manager. During the June evaluations it is anticipated that the evaluations shall include, but not be limited to: (1) evaluation of the performance of the City Manager; (2) review of the past year's performance and award of annual residence bonus, and/or discretionary performance bonus, if any; (3) any compensation adjustments for the City Manager; and (4) setting of goals and performance measures for the following term of the Agreement.

5. All other provisions of the Agreement referenced hereto are hereby retained and continued in full force and effect as if restated in their entirety herein. This Amendment to the Agreement hereby rescinds any conflicting provisions of the Agreement.

6. This Amendment Agreement shall be effective immediately upon its adoption by the Mayor and City Council of the City of Doraville, Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representative, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF DORAVILLE

\_\_\_\_\_  
Joseph Geierman, Mayor

---

Arika Miller  
Attest:

CITY MANAGER

---

Christopher D. Eldridge



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Clerk

**ITEM TYPE:** Action Item

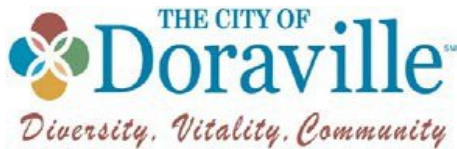
**AGENDA SECTION:** CONSENT AGENDA - APPROVAL OF MINUTES

**SUBJECT:** Approval of May 10, 2021 City Council Meeting Minutes

**SUGGESTED ACTION:**

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**ATTACHMENTS:**  
[May 10, 2021 Minutes.docx](#)



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Arika Birdsong-Miller  
Interim City Clerk

City Hall Council Chambers  
3725 Park Avenue  
Doraville, Georgia 30340

6:30 p.m.

**I. CALL TO ORDER**

Mayor Joseph Geierman called the meeting to order.

**II. ROLL CALL**

Council Members Gerald Evans, Andy Yeoman, Rebekah Cohen Morris, Christopher Henshaw, Maria T. Alexander and Stephe Koontz were present.

Mayor Joseph Geierman was present.

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF MEETING AGENDA**

Council Member Alexander made a motion to approve the meeting agenda as submitted. Council Member Koontz seconded the motion. The motion carried by unanimous vote (6-0).

AYES/ YES: Evans, Yeoman, Cohen Morris, Alexander, Henshaw and

Koontz NAYS/ NO: -

ABSTAIN: -

**V. PROCLAMATIONS AND RECOGNITIONS**

**A. Proclamation Recognizing Asian American and Pacific Heritage Month**

Mayor Geierman presented the proclamation recognizing Asian American and Pacific Heritage Month.

**B. Proclamation Recognizing Jewish American Heritage Month**

Mayor Geierman presented the proclamation celebrating Jewish American Heritage Month in Doraville.

**C. Proclamation Recognizing Harvey Milk Day**

Mayor Geierman presented the proclamation that celebrated the life and legacy of Harvey Milk, one of the first openly LGBTQ elected officials in the United States.

**D. Proclamation Recognizing National Police Week**

Mayor Geierman presented the proclamation and acknowledged the importance of safeguarding the rights and freedoms of all citizens in the City of Doraville. Mayor Geierman also recognized the Doraville Police Department's fallen Officers Detective Robert Shane Wilson, Captain Henry E. Rainey, and Investigator Hugo F. Arango.



- E. Proclamation Recognizing Professional Clerk Week  
Mayor Geierman presented the proclamation and recognized previous Clerk Allison Tarpley and Interim Clerk Arika Birdsong-Miller.
- F. Proclamation Recognizing National Public Works Week  
Mayor Geierman presented the proclamation and thanked the City of Doraville’s Public Works Department for all their hard work.

**VI. PUBLIC COMMENT**

Craig Boardman, Northwoods, explained that he received a citation for his personal use sprinter van. Mr. Boardman stated that his sprinter is not for commercial use and should be allowed.

**VII. CONSENT AGENDA – APPROVAL OF MINUTES**

- A. Resolution to Appoint Carrie Armistead to the Sesquicentennial Committee
- B. Approval of April 12, 2021 City Council Meeting Minutes

Council Member Cohen Morris made a motion to approve the consent agenda as presented. Council Member Evans seconded the motion. The motion carried by unanimous vote (6-0).

AYES/ YES: Evans, Yeoman, Cohen Morris, Alexander, Henshaw and Koontz  
 NAYS/ NO: -  
 ABSTAIN: -

**VIII. REPORTS AND PRESENTATIONS**

**A. Jay Gipson with Gibson Company**

Mr. Gipson provided an update on the Assembly Development. Mr. Gipson stated that the project is moving forward and thanked CPL and Naomi Siodmok for their assistance.

**B. City Manager Monthly Update**

Chris Eldridge provided Mayor and Council with an update on things going on various departments throughout the City. Mr. Eldridge stated that staff continues to work hard to keep to the Developer’s (Assembly) aggressive timeline. Open Enrollment for Anthem begins in June with a \$139,000 annual increase. Public Works worked to get the cell towers removed from city property and all neighborhood signs are in place. Planning Department is working with Lowe on direct fund infrastructure program. Finance Department completed the audit.

**IX. NEW BUSINESS**

**A. Update to Noise Ordinance**

Council Member Stephe Koontz gave an overview of the Noise Ordinance Update that will add to Chapter 10 (Nuisances) a new Article IV (Noise); and to make other

appropriate changes to the City of Doraville Code of Ordinances related to noise. Council Member Alexander asked when commercial sanitation can occur with this modified Noise Ordinance. City Attorney McLendon stated that the Sanitation Ordinance address those regulations. Council Member Evans and Council Member Henshaw thanked Council Member Koontz for her work in preparing the Noise Ordinance Update. Motion to waive First Read was made by Council Member Koontz and the second was provided by Council Member Alexander. The motion was approved by unanimous vote (6-0).

This item was deferred to May 19, 2021 Council Meeting for a decision.

**B. Front Yard Tree Planting Program with Trees Atlanta**

Director of Planning and Community Development Naomi Siodmok explained that the Front Yard Tree Program is made possible by Trees Atlanta in partnership with Metro Atlanta municipalities. Trees Atlanta asked the City of Doraville to be one of the Front Tree Program partners. Doraville would contribute \$10,000, all of which is currently available in the tree bank, to provide financial support to Trees Atlanta to plant a total of 40 canopy trees.

Council Member Cohen Morris made a motion to approve the Front Yard Tree Planting Program with Trees Atlanta. Council Member Evans seconded the motion. The motion carried by unanimous vote (6-0).

AYES/ YES: Evans, Yeoman, Cohen Morris, Alexander, Henshaw and Koontz

NAYS/ NO: -

ABSTAIN:

**C. Resolution to Amend the Mobility Study to Encourage Intergovernmental Collaboration on Transportation Projects**

Director of Planning and Community Development Naomi Siodmok asked Mayor and Council to Approve the Resolution to Amend the Mobility Study to Encourage Intergovernmental Collaboration on Transportation Project. Ms. Siodmok explained that the City of Doraville adopted the Doraville Citywide Mobility Plan as an addendum to the Comprehensive Plan and LCI Study areas on January 20, 2021. The City has since identified the importance of incorporating language in the Mobility Plan supporting staff time and financial contribution to transportation projects of neighboring jurisdictions that will have a local impact.

Council Member Cohen Morris made a motion to approve the Resolution to Amend the Mobility Study to Encourage Intergovernmental Collaboration on Transportation Projects. Council Member Alexander seconded the motion. The motion carried by unanimous vote (6-0).

AYES/ YES: Evans, Yeoman, Cohen Morris, Alexander, Henshaw and Koontz

NAYS/ NO: -

ABSTAIN: -

**D. Ordinance to Amend the FYE 2021 Budget**

Finance Director Angela Jackson explained that budget amendments are required when there is an

increase in appropriation whether accomplished through a change in anticipated revenues or through a transfer of appropriations among departments. The proposed budget amendments are as follows:

1. Amend in GRPA grant revenue in the amount of \$1,000 for a new initiative program (Bilingual Zumba) and appropriate it to the related expense account within the Parks and Recreation Department (100-6120-521300.00).
2. Amend in grant revenue in the amount of \$1,500 awarded to the DUG Northwoods Garden project and appropriate it to the related expense account within the Parks and Recreation Department (100-6120-531100.00).
3. Amend in the revenue received from the sale of the street sweeper (\$22,500) and appropriate it to pay the debt associated with the purchase of the new street sweeper

Motion to waive the First Read was made by Council Member Alexander and the second was provided by Council Member Cohen Morris. The motion was approved by unanimous vote (6-0).

The item was deferred to May 19, 2021 Council Meeting for a decision.

**X. OTHER BUSINESS – None**

**XI. COUNCIL COMMENTS**

Council Member Evans stated that a street race occurred that resulted in street signs being knocked over. Chief Atkinson was very responsive and all signs were restored. Councilman Evans thanked Baker and Taylor for donating 700 books to the library.

Council Member Koontz thanked Council Member Evans for working on the book donation and urged everyone to get the COVID-19 vaccination.

Council Member Cohen Morris thanked staff for their hard work.

Council Member Henshaw stated the Sesquicentennial Park Party was a huge success and thanked everyone who was in attendance.

**XII. EXECUTIVE SESSION**

Council Member Evans made a motion to adjourn to Executive Session to discuss land, legal or personnel matters. Council Member Koontz seconded the motion. The motion carried unanimously (6 to 0).

AYES/ YES: - Evans, Yeoman, Cohen Morris, Alexander, Henshaw and Koontz

NAYS/ NO: -

ABSTAIN: -

Council Member Cohen Morris made a motion to adjourn from Executive Session with no action taken. Council Member Koontz seconded the motion. The motion carried unanimously (6-0).

AYES/ YES: - Yeoman, Cohen Morris, Evans, Alexander, Henshaw and Koontz

NAYS/ NO: -

ABSTAIN: -

**XIII. ADJOURNMENT**

Council Member Koontz made a motion to adjourn the City Council meeting. Council Member Alexander seconded the motion. The motion carried unanimously (6-0).

AYES/ YES: - Yeoman, Cohen Morris, Evans, Alexander, Henshaw and Koontz

NAYS/ NO: -

ABSTAIN: -

There being no further business to come before City Council, the meeting adjourned.

Approved:

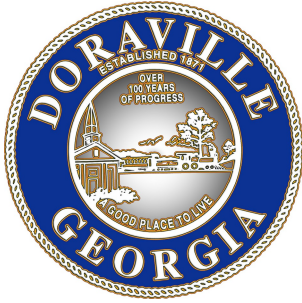
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Joseph Geierman, Mayor

Attest:

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Arika Birdsong-Miller, Interim City Clerk



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Clerk

**ITEM TYPE:** Action Item

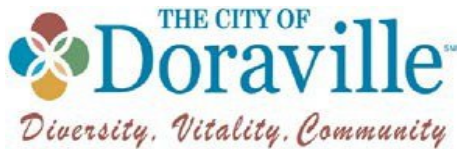
**AGENDA SECTION:** CONSENT AGENDA - APPROVAL OF MINUTES

**SUBJECT:** Approval of May 17, 2021 Work Session Meeting Minutes

**SUGGESTED ACTION:**

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**ATTACHMENTS:**  
[May 17, 2021 Minutes.docx](#)



**Work Session Meeting  
Monday, May 17, 2021**

**Meeting Minutes**

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**Arika Birdsong-Miller  
Interim City Clerk**

**City Hall Council Chambers  
3725 Park Avenue  
Doraville, Georgia 30340**

**6:30 p.m.**

**I. CALL TO ORDER**

Mayor Joseph Geierman called the meeting to order.

**II. ROLL CALL**

Council Members Gerald Evans, Andy Yeoman, Rebekah Cohen Morris, Christopher Henshaw, Maria T. Alexander and Stephe Koontz were present.

Mayor Joseph Geierman was present.

**III. APPROVAL OF MEETING AGENDA**

Council Member Alexander made a motion to approve the meeting agenda as submitted. Council Member Koontz seconded the motion. The motion carried by unanimous vote (6-0).

AYES/ YES: Evans, Yeoman, Cohen Morris, Alexander, Henshaw and  
Koontz NAYS/ NO: -  
ABSTAIN: -

**IV. UNFINISHED BUSINESS- none**

**V. NEW BUSINESS**

**1. Sesquicentennial Committee Update**

Council Member Henshaw provided an update on upcoming events that the Sesquicentennial Committee will host in celebration of Doraville's 150<sup>th</sup> year. Council Member Henshaw thanked the committee for all their hard work in making all of the events thus far successful.

**2. Service Working Group Update**

Chief Atkinson explained that the sanitation improvements are being handled by DeKalb County and the technology for community policing will be discussed during the budget process in June. All responses have been collected from the park survey and programming was established based on the results.

**3. No-Parking Streets Update**

Director of Planning and Community Development Naomi Siodmok asked Mayor and Council that the proposed text amendment to Section 19-61, which is the current list of streets where no

on-street parking is permitted. Part 2 of the plan to address on-street parking in the City. Part 1 was Z-20-11, which regulates on-street parking in residential areas of Doraville. Council discussed different areas that the no-street parking was necessary and asked what criteria was used to determine what streets qualified as no-parking streets. Ms. Siodmok will work with the Police Department to determine what streets are problematic for on-street parking and make necessary adjustments.

#### **4. Discussion on Conversion of Commercial to Residential**

Chief Building Official Susan Carpenter provided the requirements from a building code perspective on how to convert commercial to residential space. Code Enforcement Supervisor Lizzie Humphreys described how Code Enforcement handles inhibitions of commercial space currently and gave examples of previous violations. Council was concerned that people would begin to convert commercial spaces into residential spaces without permits or notifying the City. Ms. Carpenter explained that there is a process to convert commercial space into residential space and through the permit process the City would ensure that the minimum living space requirements are met.

#### **5. Permit Exemptions**

Director of Planning and Community Development Naomi Siodmok explained to Mayor and Council that the item is to clarify and codify what is exempt from permitting in the City of Doraville as well as to clarify the emergency processes and permits specific to zoning review. Ms. Siodmok explained that the Amendment to Section 5-7 would clarify what is required and considered for emergency repairs, clarify work that is exempt from a building permit, and also clarifies what requires a zoning review.

#### **6. Chestnut Drive Safety Improvements**

Council Member Henshaw and Council Member Cohen Morris explained that after measuring the lanes on Chestnut Drive and researching different street designs, a conventional bike lane on each side are better and less expensive than some alternate ideas presented in the past. Requested action to be taken by Council:

1. Restripe the traffic lanes to be no more than 10 ft in width in each direction;
2. Add conventional bike lanes in each direction no less than 5 ft. in width without any barriers- just paint;
3. Pay special attention to how the bike lane ends at Buford Hwy and how to direct riders destined for Marta to cross at Park Ave. and Buford Highway Intersection; and
4. Consider omitting a centerline on this neighborhood street because having a center line actually increases speeds.

#### **7. Upgraded Crossing on Chestnut Drive**

Council Member Henshaw and Council Member Cohen Morris explained that there are three locations along Chestnut Drive that need crosswalk improvements to help create a safer, more walkable City and neighborhood. Pineland Drive and McClave Drive are the major crossing points for children walking to and from school (Cary Reynolds Elementary & Sequoyah Middle) from the Northwoods neighborhood. These areas have poor visibility and lots of speeders. Council Member Henshaw and Council Member Cohen Morris would like to get two RRFB's installed at each of the following locations:

1. Pineland Ave/ Chestnut Dr
2. McClave Dr (upper)/Chestnut Dr
3. McClave Dr (lower)/ Chesnut Dr.

Council Member Henshaw and Council Member Cohen Morris explained that they would like to see these crosswalks re-stripped with a more visible(heavier) pattern to improve safety.

**8. Sidewalk Extension on Chestnut Drive**

Council Member Henshaw and Council Member Cohen Morris explained that in lieu of the million dollars plus rework of all Chestnut Drive, they are proposing to extend the sidewalk which currently turns from Chestnut Dr. into Wheeler Dr. further down Chestnut until it is adjacent to the lower portion of McClave Dr. A new striped crosswalk with RRFB signage would be installed across Chestnut to the north side of McClave. A new striped crosswalk would be painted at McClave, thus completing the sidewalk portion of Chestnut. Council Member Henshaw and Council Member Cohen Morris is asking that the job put out to bid. The entire sidewalk extension, with the exception of the corner of McClave, would be located on City property. The small portion of 2877 McClave that would need sidewalk would fall well inside of the City’s right-of-way.

**9. Budget Discussion**

Finance Director Angela Jackson explained that the General Fund revenues are \$12,399,000. General Funds expenses are \$15,932,501. The expenses currently exceed the revenue by \$3,533,501. Those numbers will improve once we review the digest and analyze current year business taxes. Ms. Jackson explained that currently we do not have a balanced budget. The Tax Digest has not been received by DeKalb County and we are expecting to receive it by May 27, 2021 at the latest. As soon as we receive the digest, we will have a better idea of the revenues.

**VI. ADJOURNMENT**

Council Member Koontz made a motion to adjourn the City Council meeting. Council Member Alexander seconded the motion. The motion carried unanimously (6-0).

AYES/ YES: - Yeoman, Cohen Morris, Evans, Alexander, Henshaw and Koontz  
 NAYS/ NO: -  
 ABSTAIN: -

There being no further business to come before City Council, the meeting adjourned.

Approved:

\_\_\_\_\_  
 Joseph Geierman, Mayor

Attest:

\_\_\_\_\_  
 Arika Birdsong-Miller, Interim City Clerk





# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Clerk

**ITEM TYPE:** Action Item

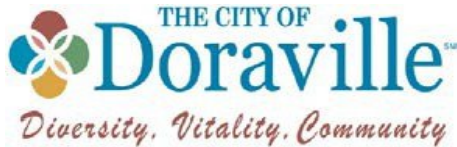
**AGENDA SECTION:** CONSENT AGENDA - APPROVAL OF MINUTES

**SUBJECT:** Approval of May 19, 2021 City Council Meeting Minutes

**SUGGESTED ACTION:**

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**ATTACHMENTS:**  
[May 19, 2021 Minutes.docx](#) [final.docx](#)



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Arika Birdsong-Miller  
Interim City Clerk

City Hall Council Chambers  
3725 Park Avenue  
Doraville, Georgia 30340

6:30 p.m.

**I. CALL TO ORDER**

Mayor Joseph Geierman called the meeting to order.

**II. ROLL CALL**

Council Members Gerald Evans, Andy Yeoman, Rebekah Cohen Morris, Christopher Henshaw, Maria T. Alexander and Stephe Koontz were present.

Mayor Joseph Geierman was present.

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF MEETING AGENDA**

Council Member Koontz made a motion to approve the meeting agenda as submitted. Council Member Cohen Morris seconded the motion. The motion carried by unanimous vote (6-0).

AYES/ YES: Evans, Yeoman, Cohen Morris, Alexander, Henshaw and Koontz

NAYS/ NO: -

ABSTAIN: -

**V. PROCLAMATIONS AND RECOGNITIONS**

1. Mayor Geierman recognized Recreation Program Manager Maggie Dimov on receiving her Master's Degree. Ms. Dimov thanked the Park and Recreation Department as well as Mayor and Council for their support.

**VI. PUBLIC COMMENT**

There were no public comments.

**VII. EXECUTIVE SESSION**

Council Member Koontz made a motion to adjourn to Executive Session to discuss land, legal or personnel matters. Council Member Alexander seconded the motion. The motion carried unanimously (6-0).

AYES/ YES: - Evans, Yeoman, Cohen Morris, Alexander, Henshaw and Koontz

NAYS/ NO: -

ABSTAIN: -

Council Member Cohen Morris made a motion to adjourn from Executive Session with no

action taken. Council Member Koontz seconded the motion. The motion carried unanimously (6-0).

AYES/ YES: - Yeoman, Cohen Morris, Evans, Alexander, Henshaw and Koontz

NAYS/ NO: -

ABSTAIN: -

## **VIII. CONSENT AGENDA**

1. Resolution Waiving Permit fees for certain residential permits.
2. Ordinance to Amend Chapter 10, Section 10-3 (Noise) of the City Code (Second Read)
3. Resolution to Terminate and Revoke any measures passed by the City of Doraville City Council in response to the COVID-19 Global Pandemic.

Council Member Cohen Morris made a motion to approve the consent agenda as presented. Council Member Koontz seconded the motion. The motion carried by unanimous vote (6-0).

AYES/ YES: Evans, Yeoman, Cohen Morris, Alexander, Henshaw and Koontz

NAYS/ NO: -

ABSTAIN: -

## **IX. REPORTS AND PRESENTATIONS- None**

## **X. UNFINISHED BUSINESS**

1. O2020-22/Z-21-05 – Consideration to Rezone 5695 and 6035 Peachtree Road from C-2 (General Business to T-5 (Urban Center) (Deferred from April 21, 2021) Senior Planner Austin Shelton explained that the proposed zoning and uses will likely create increased pedestrian and vehicular demand, and subsequent traffic to the site. However, there are proposed to be many more vehicular and pedestrian access points to the site via Assembly, which will likely serve to disperse and disseminate the impact of this increase. Planning Commission recommended approval on March 3, 2021 and City Staff is also recommending approval.

Council Member Cohen Morris made a motion to approve O2020-22/Z-21-05 – Consideration to Rezone 5695 and 6035 Peachtree Road from C-2 (General Business to T-5 (Urban Center). Council Member Koontz provided the second. The motion carried unanimously (6-0).

AYES/ YES: - Evans, Yeoman, Cohen Morris, Alexander, Henshaw and Koontz

NAYS/ NO: -

ABSTAIN: -

2. O2021-31/CUP-21-02- Consideration for Conditional Use Permit (CUP) to operate a place of

worship at 2000 Clearview Drive Avenue, Suite 107, 110, and 115 in the O-I (Office Institutional) zoning district (Second Read) Senior Planner Austin Shelton the applicant is proposing a place of worship, occupying three (3) contiguous tenant suites on the first floor of a multi-tenant commercial office building, known as the Kuolin Centre. The church is already operating in the space, and has approximately eighty (80) seats in their sanctuary. Planning Commission Recommended approve on April 7, 2021. Staff recommends approval with the following conditions:

1. The entrance doors to the church shall remain clear and free of visual obstructions so that persons outside may clearly see inside the church. No tinting shall be used on the doors nor curtains/shades shall be installed to obstruct the view inside the church.

Council Member Cohen Morris made a motion to approve O2021-31/CUP-21-02-Consideration for Conditional Use Permit (CUP) to operate a place of worship at 2000 Clearview Drive Avenue, Suite 107, 110, and 115 in the O-I (Office Institutional) zoning district. Council Member Koontz provided the second. The motion carried by vote (5-1).

1.

AYES/ YES: - Evans, Yeoman, Cohen Morris, Alexander, Henshaw and Koontz

NAYS/ NO: - Alexander

ABSTAIN: -

## **XI. NEW BUSINESS**

- 1. O2021-37/ CUP-21-05 - Public Hearing and Consideration of a Conditional Use Permit for a car wash in T6-A (Urban Core Assembly) at 2551 The Nalley Way (Public Hearing) (First Read)** Senior Planner Austin Shelton explained that the applicant is proposing a car wash, approximately 1500 sf. The proposed building would serve as a car wash and detail center for the dealership inventory. It would be an accessory use to the dealership; services would only be provided to dealership inventory, not the general public. The proposed structure would take up a portion of the existing rear parking lot. The structure would take up a portion of what is currently a drive aisle. No existing parking spaces would be removed for the structure. Both the Planning Commission and City staff recommends approval. The Public Hearing and First Read was held.
- 2. O2021-38/ V-21-09 - Public Hearing and Consideration of Request for Variance from front outbuilding setback at 2551 The Nalley Way (Public Hearing) (First Read)** Senior Planner Austin Shelton explained that the applicant is proposing a car wash, approximately 1500 sf. The proposed building would serve as a car wash and detail center for the dealership inventory. It would be an accessory use to the dealership; services would only be provided to dealership inventory, not the general public. The proposed structure would take up a portion of the existing rear parking lot. The structure would take up a portion of what is currently a drive aisle. No existing parking spaces would be removed for the structure. Both the Planning Commission and City staff recommends approval. The Public Hearing and First Read was held.
- 3. O2021-39/ V-21-10 - Public Hearing and Consideration for Request of variance from rear**

**outbuilding setback at 2551 The Nalley Way (Public Hearing) (First Read)** Senior Planner Austin Shelton explained that the applicant is proposing a car wash, approximately 1500 sf. The proposed building would serve as a car wash and detail center for the dealership inventory. It would be an accessory use to the dealership; services would only be provided to dealership inventory, not the general public. The proposed structure would take up a portion of the existing rear parking lot. The structure would take up a portion of what is currently a drive aisle. No existing parking spaces would be removed for the structure. Both the Planning Commission and City staff recommends approval. The Public Hearing and First Read was held.

4. **O2021-40/ A-21-11 - Consideration to Amend Chapter 14 of the City Code pertaining to conversion of static to digital billboards. (First Read)** Senior Planner Austin Shelton explained that this proposal is to amend the Sign Ordinance, Chapter 14 of the City Code, to permit existing static boards to be converted to digital billboards. Conversion would be permitted if the same owner agrees to remove two (2) existing static billboards in exchange for permission to convert one (1) other billboard to be fully digital.

Only signs that meet the size requirements for billboards as outlined in Sec. 14-1 and 14-12 are permitted to be included. Boards proposed to be removed must meet the size requirements, but may otherwise be non-conforming

Proposed digital boards must meet all requirements of the code as outlined in Sec. 14-1 and 14-12. The First Read was held.

5. **O2021- 41/ A-21-12 - Consideration to Amend Section 5-12 pertaining to civil citations for working without a permit. (First Read)** Director of Planning and Community Development Naomi Siodmok explained that this proposal is to amend Section Sec. 5-12. – Violations of the City Code to allow warnings and civil citations for homeowners and licensed contractors, respectively, conducting unpermitted work for the first offense. The amendment will require these parties to receive their building permit within a window of time designated by the Building Official and, for licensed contractors, pay a civil citation fee equal to the permit fee. Should permits not be acquired within the designated window, homeowners and licensed contractors are subject to Section 5-12 (d). Council Member Cohen Morris would like to see the verbiage removed about imprisonment altogether. The First Read was held.

## **XII. OTHER BUSINESS – None**

## **XIII. COUNCIL COMMENTS**

Council Member Koontz is ready for in person meeting next month. Council Member Koontz encouraged everyone to get their COVID-19 vaccine.

Council Member Alexander would like more people to be vaccinated.

Council Member Cohen Morris would like the partitions to be removed from Council Chambers before in person meeting start back next month.

Council Member Henshaw encouraged everyone to join the Sesquicentennial Committee at English Oak Park on June 4, 2021.

**XIV. ADJOURNMENT**

Council Member Koontz made a motion to adjourn the City Council meeting. Council Member Cohen Morris seconded the motion. The motion carried unanimously (6-0).

AYES/ YES: - Yeoman, Cohen Morris, Evans, Alexander, Henshaw and Koontz

NAYS/ NO: -

ABSTAIN: -

There being no further business to come before City Council, the meeting adjourned.

Approved:

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Joseph Geierman, Mayor

Attest:

---

Arika Birdsong-Miller, Interim City Clerk



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Clerk

**ITEM TYPE:** Action Item

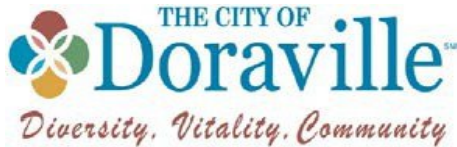
**AGENDA SECTION:** CONSENT AGENDA - APPROVAL OF MINUTES

**SUBJECT:** Approval of June 14, 2021 Special Called Meeting Minutes

**SUGGESTED ACTION:**

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**ATTACHMENTS:**  
[June 14, 2021 Special Called Minutes.docx](#)



**Special Called Meeting  
Monday, June 14, 2021**

**Meeting Minutes**

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**Arika Birdsong-Miller  
Interim City Clerk**

**City Hall Council Chambers  
3725 Park Avenue  
Doraville, Georgia 30340**

**12 p.m.**

**I. CALL TO ORDER**

Mayor Joseph Geierman called the meeting to order.

**II. ROLL CALL**

Council Members Gerald Evans, Andy Yeoman, Rebekah Cohen Morris, Christopher Henshaw, Maria T. Alexander and Stephe Koontz were present.

Mayor Joseph Geierman was present.

**III. APPROVAL OF MEETING AGENDA**

Council Member Koontz made a motion to approve the meeting agenda as submitted. Council Member Henshaw seconded the motion. The motion carried by unanimous vote (6-0).

AYES/ YES: Evans, Yeoman, Cohen Morris, Alexander, Henshaw and Koontz  
NAYS/ NO: -  
ABSTAIN: -

**IV. PUBLIC HEARING**

**1. First Public Hearing on the FY2022 Millage Rate**

Finance Director Angela Jackson stated the following:

- Annual valuations are performed by the DeKalb County Property Appraisal & Assessment Department
- Millage Rate – the rate at which local property taxes are calculated.
- A mill is equal to \$1.00 of tax for every \$1000 assessed.
- Assessed Value – 40% of the fair market value of the property
- Purpose – to pay for the general operating expenses of the city.
- Property taxes are 43% of the City’s budget

The Public Hearing opened at 12:05 p.m. and there were no public comments.

**ADJOURNMENT**

Council Member Koontz made a motion to adjourn the City Council meeting. Council Member Evans seconded the motion. The motion carried unanimously (6-0).

AYES/ YES: - Yeoman, Cohen Morris, Evans, Alexander, Henshaw and Koontz



NAYS/ NO: -  
ABSTAIN: -

There being no further business to come before City Council, the meeting adjourned.

Approved:

\_\_\_\_\_  
Joseph Geierman, Mayor

Attest:

\_\_\_\_\_  
Arika Birdsong-Miller, Interim City Clerk



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** Action Item

**AGENDA SECTION:** UNFINISHED BUSINESS

**SUBJECT:** CUP-21-04 Request for a Conditional Use Permit for a fuel station in M-1 (Light Manufacturing) at 4095 Pleasantdale Road. (Second Read)  
Presented by Director of Planning and Community Development Naomi Siodmok

### SUGGESTED ACTION:

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### ATTACHMENTS:

[CUP-21-04 V-21-07 V-21-08 CC Packet.pdf](#)

# CUP-21-04

## V-21-07 + V-21-08

**ADDRESS:** 4095 Pleasantdale Road

**APPLICANT:** Naveed Masood, represented by Hakim Hilliard

**REQUEST:** A Conditional Use Permit (CUP-21-04) to operate an automotive fuel station with a convenience store in the M-1 (Light Manufacturing) zoning district. Further, the applicant is requesting two (2) variances from Section 23-911:

- 1) V-21-07: To reduce a side yard setback from 25 feet to 12 feet
- 2) V-21-08: To reduce the rear yard setback from 50 feet to 15 feet



**MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Naomi Siodmok, Director of Planning and Community Development

**SUBJECT:** **Conditional Use Permit (CUP-21-04) for 4095 Pleasantdale Road with Variances (V-21-07 & V-21-08) from Section 23-911 for rear and side setbacks Parcel ID: 40 340 03 007**

**DATE:** July 21, 2021 City Council Meeting

---

**ZONING REQUEST**

The applicant, Naveed Masood, represented by Hakim Hilliard, seeks a **Conditional Use Permit (CUP)** to operate an **automotive fuel station with a convenience store** in the M-1 (Light Manufacturing) zoning district. Further, the applicant is requesting two (2) variances from Section 23-911:

- 1) V-21-07: To reduce a side yard setback from 25 feet to 12 feet
- 2) V-21-08: To reduce the rear yard setback from 50 feet to 15 feet

**PROPOSAL**

The applicant is proposing a 24-hour automotive fuel station with a 2-story, 2,930 square foot convenience store / office building. This facility is proposed to have 42 parking spaces.

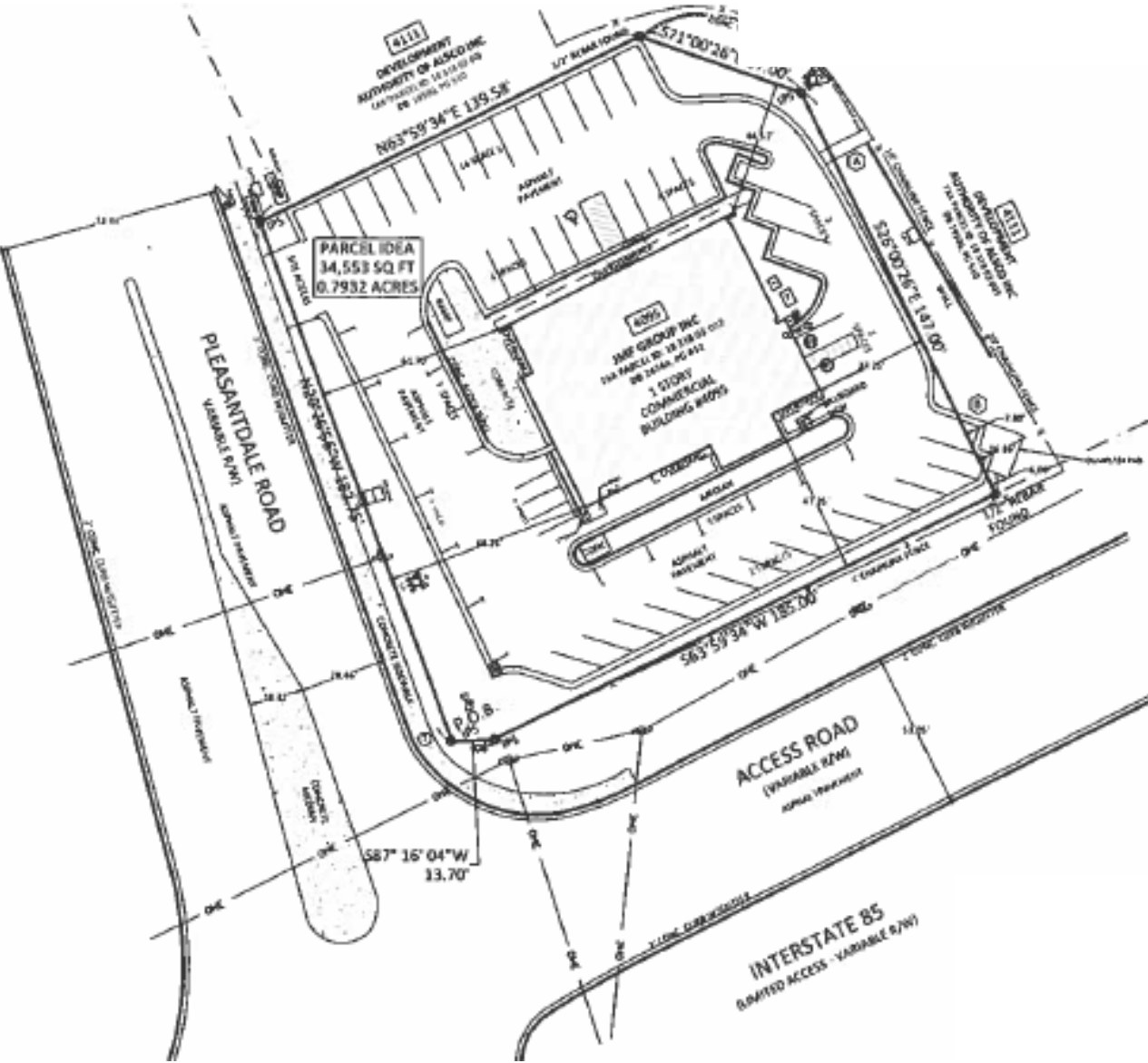
**FINDINGS OF FACT**

**Property Location**

The property is located at 4095 Pleasantdale Road at the corner of Pleasantdale Road and Northeast Expressway. It is located in land lot 340 of the 40<sup>th</sup> District, DeKalb County, Georgia. It is also located in Doraville Council District 3.

**Property Characteristics**

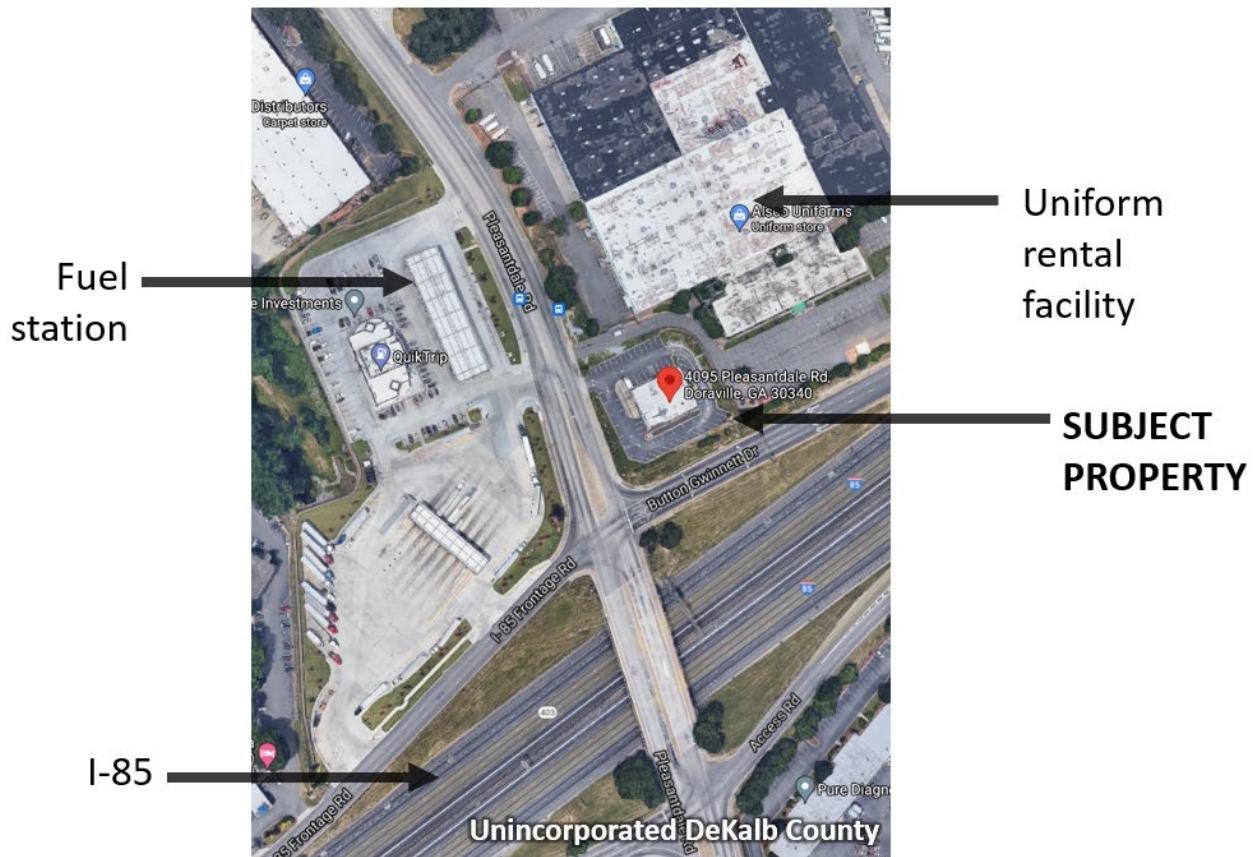
According to DeKalb County records and CoStar, the property was developed in 1971. The lot is .79 acres per the recent survey. The existing, one-story building is about 3,000 square feet and would be demolished for this fuel station. The property is located on the northeast corner of Pleasantdale Road and Northeast Expressway. The site in its current condition has one curb cut, a unidirectional driveway, and about 55 parking spaces.



Current site plan for 4095 Pleasantdale Road.

### Adjoining Property Characteristics

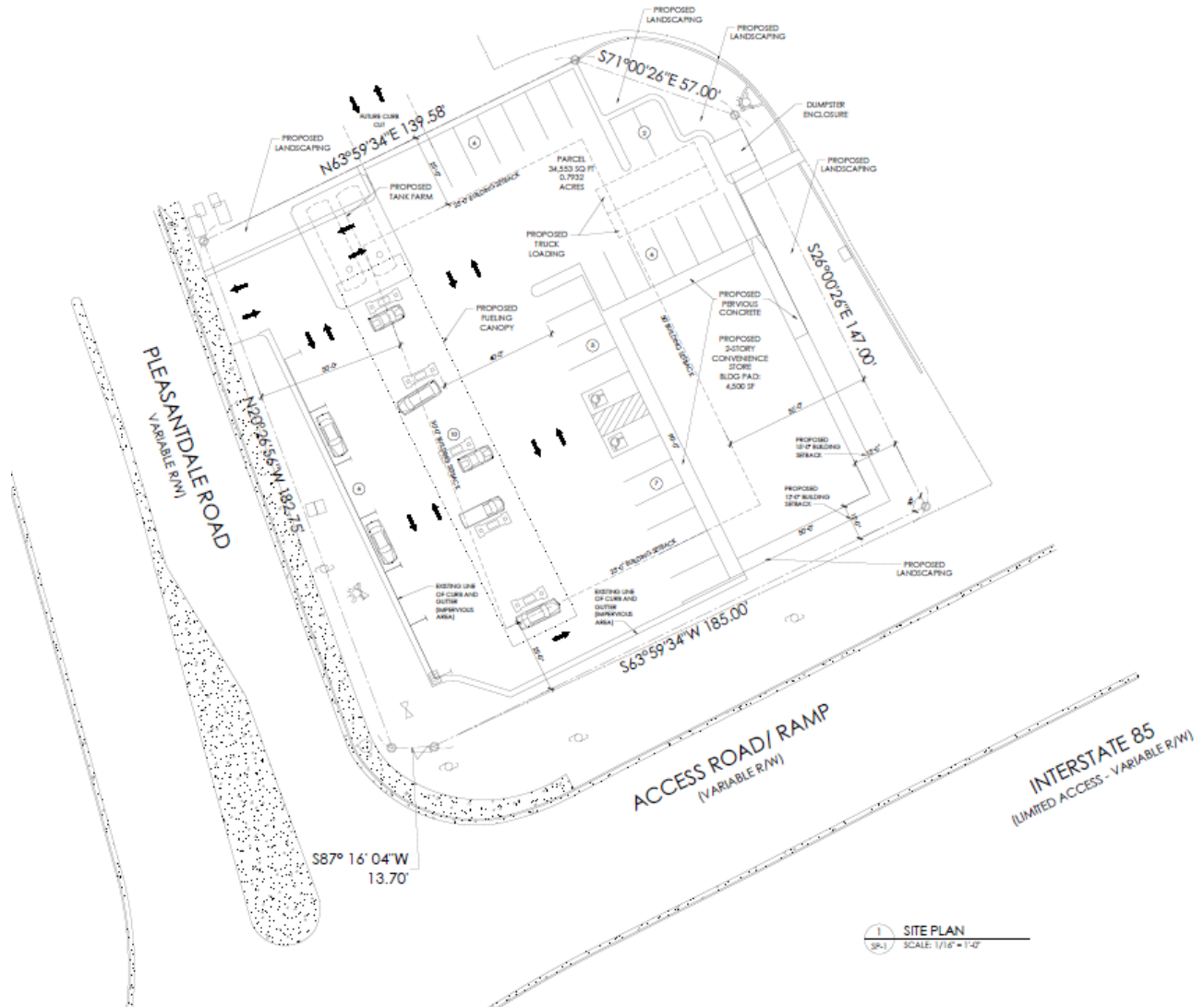
- The property to the north and east is home to a uniform rental facility and is also zoned M-1.
- To the south is Unincorporated DeKalb County. South of I-85 are two (2) business parks with wholesale, flooring, contractor's offices, and other commercial uses.
- Immediately across Pleasantdale Road is a QuickTrip fuel center, which has both automobile and truck fueling areas as well as a convenience store.



Adjacent uses

### Proposed Site Plan

The applicant proposes to remove the existing one-story, 3,000 square foot structure and replace it with a 2,930 square foot, 2-story convenience store. Pleasantdale will be fronted by five (5) fuel pump islands. Forty-two (42) parking spaces (includes 10 bay parking spaces) are proposed to support this location. The existing single driveway access is proposed to remain.



The proposed site plan, submitted by the applicant.

**Relevant Zoning Requirements**

The subject property has zoning of M-1 (Light Manufacturing) and is in the “Light Industrial” Future Land Use designation. The property complies with the following district development controls listed below:

<b>Conforming</b>				
<b>Development Control</b>	<b>Requirement</b>	<b>Existing/Proposed Property</b>		<b>Compliance (Y/N)</b>
<b>Min. Lot Width</b>	100 Feet	213 Feet (Pleasantdale) & 206 Feet (Northeast Expressway)		Y
<b>Min. Public Road Frontage</b>	85 Feet	~405 Feet (Pleasantdale & Northeast Expressway)		Y
<b>Development Control</b>	<b>Requirement</b>	<b>Existing</b>	<b>Proposed</b>	<b>Compliance (Y/N)</b>
<b>Max. Building Height</b>	50 Feet	~10 Feet	~30 Feet	Y
<b>Min. Front Yard Setback</b>	50 Feet	50 Feet (Pleasantdale)	107 Feet (Pleasantdale)	Y
<b>Max. Impervious Lot Coverage</b>	70 %	84 %	70 %	Y
<b>Min. Parking Requirements</b>	1 space per 75 feet of floor space	~55 spaces	42 spaces (includes 10 bay parking spaces)	Y
<b>Min. Truck Loading</b>	2 Loading Spaces	0 Loading Spaces	2 loading spaces	Y

<b>Legally Non-Conforming</b>				
<b>Development Control</b>	<b>Requirement</b>	<b>Existing/Proposed Property</b>		<b>Compliance (Y/N)</b>
<b>Min. Lot Area</b>	1 Acre	.79 Acre		N

<b>Non-Conforming</b>				
<b>Development Control</b>	<b>Requirement</b>	<b>Existing</b>	<b>Proposed</b>	<b>Compliance (Y/N)</b>
<b>Min. Side Yard Setback</b>	25 Feet	66 Feet & 52 Feet	66 Feet & 12 Feet	Y/N
<b>Min. Rear Yard Setback</b>	50 Feet	67 Feet	15 Feet	N



### **Hours & Manners of Operation**

The applicant proposes to operate 24 hours per day with two (2) employees working each shift. The number of shifts will be determined prior to operations and will either be two (2) or three (3) shifts. One person will serve as the manager on each shift and will be responsible for the business performance and ensuring property maintenance is complete. The manager will be required to have two (2) years of relevant experience prior to hire. General tasks of the establishment will include:

- Cashier
- Cleaning
- Stocking product shelves
- Troubleshooting

Pertaining to loading, there are two designated spaces on the site plan. Per the applicant, deliveries will occur 4-5 times a week at a maximum and will not take a significant amount of time, so the impact on the adjacent vehicle parking spaces will be minimal.

### **CONDITIONAL USE PERMIT ANALYSIS**

The purpose of a conditional use permit (CUP) is to allow the establishment of uses which may be suitable only in certain locations in a zoning district or only when subject to standards and conditions that assure compatibility with adjoining uses. Conditional uses are those uses which are generally compatible with the permitted land uses in a given zoning district, but which require individual review of their proposed location, design and configuration, and the imposition of conditions in order to ensure the appropriateness of the use at a particular location within a given zoning district. Only those uses enumerated as conditional uses in a particular zoning district shall be authorized as conditional uses.

When considering an application for a CUP, the Mayor, City Council, City Community Development Director, and Planning Commission shall evaluate the impact and/or compatibility of the proposed conditional use with surrounding properties and residential areas to ensure the appropriateness of the use at the particular location, and shall consider the extent to which the standards noted below are met. The City Council may attach conditions to the CUP as they deem necessary to mitigate adverse effects of the proposed use and to carry out the spirit and intent of the ordinance.

Conditions and modifications may include, but are not limited to: limitation of building size or height, increased open space, limitations on impervious surfaces, enhanced loading and parking requirements, additional landscaping, curbing, sidewalk, vehicular access and parking improvements, placement or orientation of buildings and entryways, buffer yards, landscaping and screening, signage restrictions and design, maintenance of buildings and outdoor areas, and hours of operation as outlined in Sec. 23-1501 of the Municipal Code.

#### **1. The proposed use at the specified location is consistent with the policies embodied in the adopted comprehensive plan.**

The proposed use is consistent with the policies embodied in the 2017-2037 City of Doraville Comprehensive Plan. The subject property has a future land use designation of Light Industrial District in the 2017-2037 City of Doraville Comprehensive Plan, which is intended to have properties zoned M-1 (Light Manufacturing) and O-W (Office-Warehouse) to support a variety of light industrial, distribution, and warehousing uses with limited supporting uses. A fuel station would serve as a

supporting use that helps “leverage the city’s connection to the regional transportation system” and support the movement of goods associated with industrial uses.

**2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**

The subject property is zoned M-1 (Light Manufacturing). The proposed use is consistent with the purpose and intent of this zoning district, since it provides for moderate commercial use that is consistent with other uses permitted in the district.

**3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent developments and neighborhoods.**

The proposed use is compatible with the character of the area, which is predominately a mix of warehousing and light manufacturing uses, as well as an adjacent gas station and the interstate. The applicant is proposing a condition to screen exterior lights as to minimize glare on adjacent properties and to comply with the requirements of the tree ordinance; per Section 23-1205 and Section 5-270, they will already need to reduce light spillage and meet the requirements of the tree ordinance.

**4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**

The proposed development accommodates the parking requirements and provides circulation throughout the project. There is a slight concern about vehicles backing up onto Pleasantdale, but the applicant is open to working with the neighboring property to create another access point.

**5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets.**

No roadway adjustments have been proposed, but the applicant is open to a condition requiring them to work with the neighboring property in an attempt to create another access point.

**6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties; and the proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and neighborhoods.**

Yes, a landscaping plan has been proposed to minimize the visual impacts of this fuel station and convenience store. Further, granting variances for this property will allow this business to operate like others nearby.

**7. The proposed use is based on the site plan in conformity with all space limits, buffers, parking and loading provisions, and other provisions of this article.**

No, the development does not meet the setback requirements of the City Code, but the applicant is applying for variances V-21-07 and V-21-08 to address that nonconformity.

**8. The proposed use applicant has agreed to any specific limitations or conditions necessary to protect the public interest and assure the continued beneficial use and enjoyment of nearby properties or that no special limitations are necessary to protect the public.**

Yes, the applicant has agreed to any limitations and conditions imposed. Further, they have proposed their own conditions:

- 1) The property shall be developed substantially in accordance with the Site Plan Filed herewith.

The applicant also proposed the following conditions, which are already addressed in the Code:

- 2) Any exterior lights shall be screened, shielded, and/or shaded so as to minimize glare on adjacent properties.
- 3) Development of the Subject Property shall proceed in accordance with the Doraville Tree Ordinance.

**V-21-07 (SIDE YARD SETBACK) & V-21-08 (REAR YARD SETBACK): TO REDUCE SIDE AND REAR YARD SETBACKS - VARIANCE ANALYSIS**

The Mayor and City Council are authorized to consider variances that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of the article will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of the article shall be observed, public safety and welfare secured, and substantial justice done. The existence of a nonconforming use of neighboring land, buildings or structures in the same or in other districts shall not constitute a reason for a variance. A variance may be granted in an individual case of unnecessary hardship upon a finding by the Mayor and City Council as relevant that the conditions pursuant to Sec. 23-1402 listed below are met:

**1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.**

Yes, there are extraordinary conditions pertaining to this property that would support this variance. The property has a non-conformity in which the parcel is .79 acres, while the minimum for industrially zoned properties is 1 acre. In order to ensure usability of the small lot as a potential fuel station, these variances from side and rear setback requirements would be necessary.

**2. A literal interpretation of the provisions of this article would deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.**

Yes, with such a small parcel, some variances are needed to accommodate its use and other uses in order to meeting parking, lot coverage, setback, and other developmental controls.

3. **Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.**

The granting of a variance will not confer upon the property any special privileges. Variances could also be requested for other M-1 properties.

4. **The requested variance will be in harmony with the purpose and intent of this article and will not be injurious to the neighborhood or to the general welfare.**

Approval of the requested variance will not allow a use or generate effects that would be injurious to the neighborhood or to the general welfare. The development allowed via this variance will be complementary to the neighboring uses.

5. **The special circumstances are not the result of the actions of the applicant.**

The request is not a result of the actions of the applicant.

6. **The variance requested is the minimum variance that will make possible the legal use of the land, building or structure.**

These variances are the minimum variances necessary to allow the applicant to develop the property.

7. **The variance is not a request to permit a use of land, buildings, or structures which is not permitted by right in the district involved.**

Fuel stations are not permitted by right in the zoning district; they require a Conditional Use Permit approved by City Council.

**PLANNING COMMISSION RECOMMENDATION APPROVE WITH STAFF CONDITIONS**

**CUP-21-04: STAFF RECOMMENDATION: APPROVE WITH CONDITIONS**

- 1) The property shall be developed substantially in accordance with the Site Plan filed herewith.
- 2) The applicant will work with the property owner at 4111 Pleasantdale Road to create an additional entrance to this development as is shown on the approved site plan. The applicant shall provide evidence that an attempt was made to come to an agreement regarding access. A copy of the agreement or proof of the inability to come to an agreement shall be provided to the City prior to the issuance of a Building Permit. Should an easement be granted, all work must be completed prior to the issuance of a Certificate of Occupancy.

**New proposed condition per City Council meeting June 2021:**

- 3) The site shall be landscaped in substantial conformity with the Proposed Conceptual Landscape Plan.
- 4) The applicant must widen the driveway and enhance the curb radii per GDOT requirements.

**V-21-07: STAFF RECOMMENDATION: APPROVE**

**V-21-08: STAFF RECOMMENDATION: APPROVE**

**CUP-21-04 &  
V-21-07 + V-21-08  
Conditional Use Permit and Variances  
for Naveed Masood  
4095 Pleasantdale Road**

July 21, 2021  
City Council Meeting



## **Applicant**

Naveed Masood, represented by Hakim Hilliard

## **Proposal**

The applicant seeks a conditional use permit (CUP) to operate an automotive fuel station with convenience store.

## **Zoning District**

M-1 (Light Manufacturing)

## **Variances**

The applicant is also requesting two (2) variances from Section 23-911:

1. V-21-07: Reduce side setback from 25 feet to 12 feet
2. V-21-08: Reduce rear setback from 50 feet to 15 feet

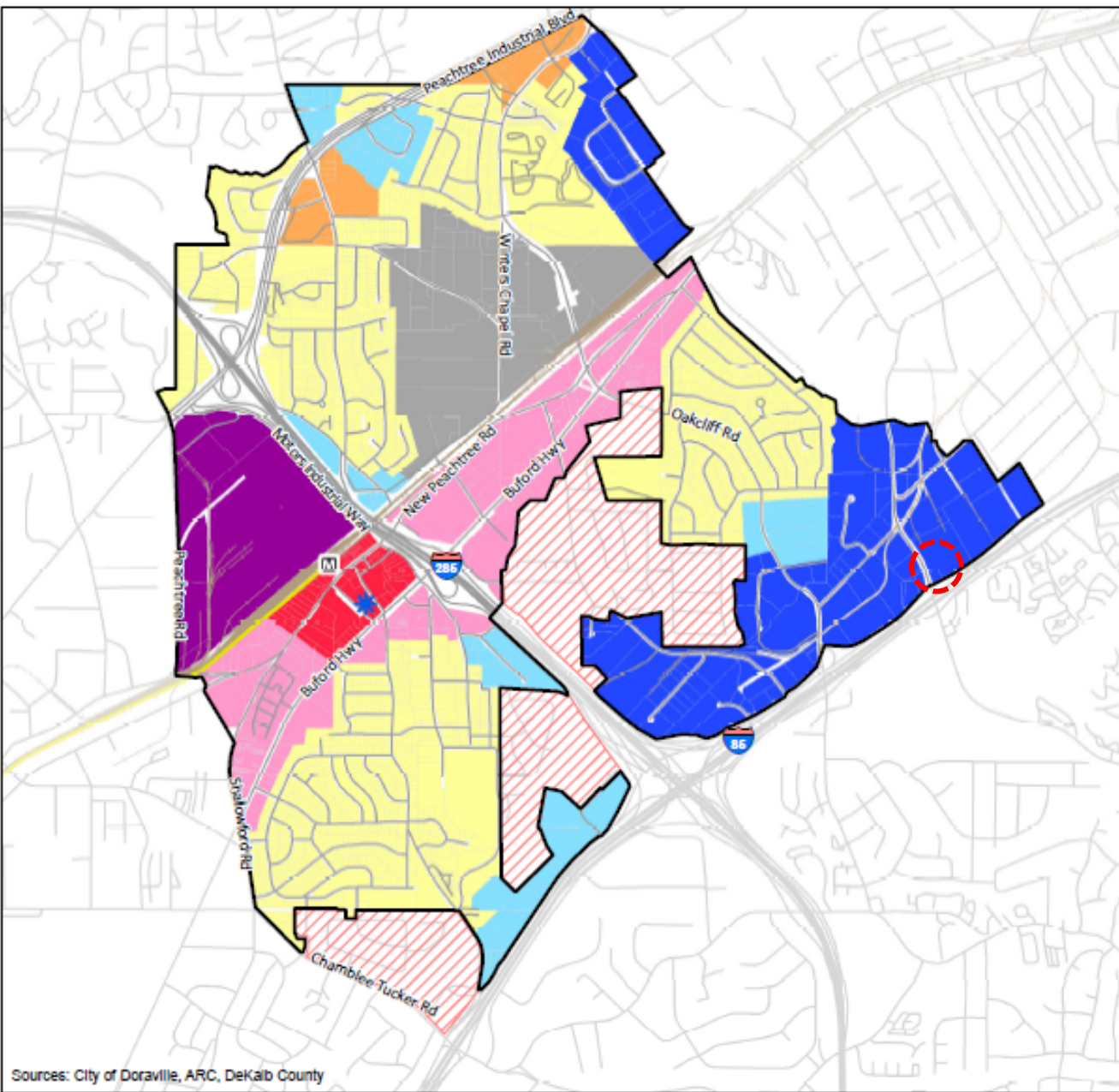
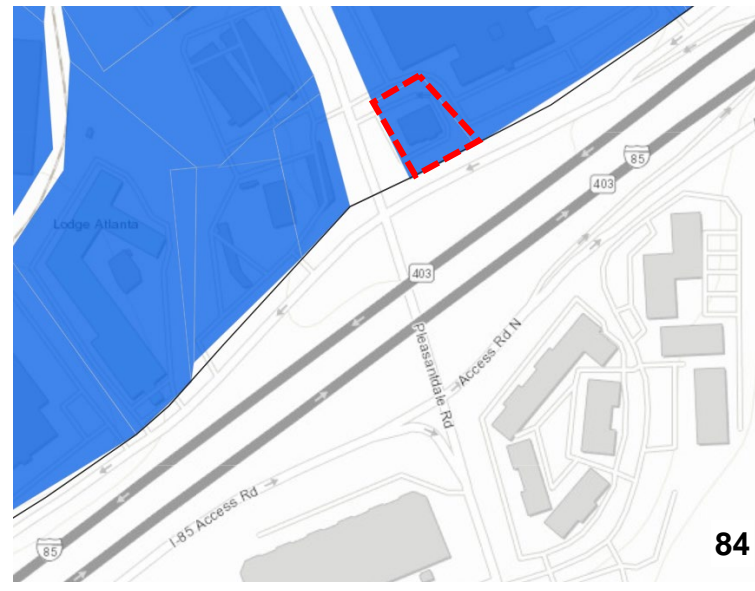


FIGURE 3-1: FUTURE DEVELOPMENT MAP

- Doraville Boundary
- City Hall
- MARTA Station
- MARTA Gold Line
- Expressway
- Street
- Railroad

**Future Development Areas**

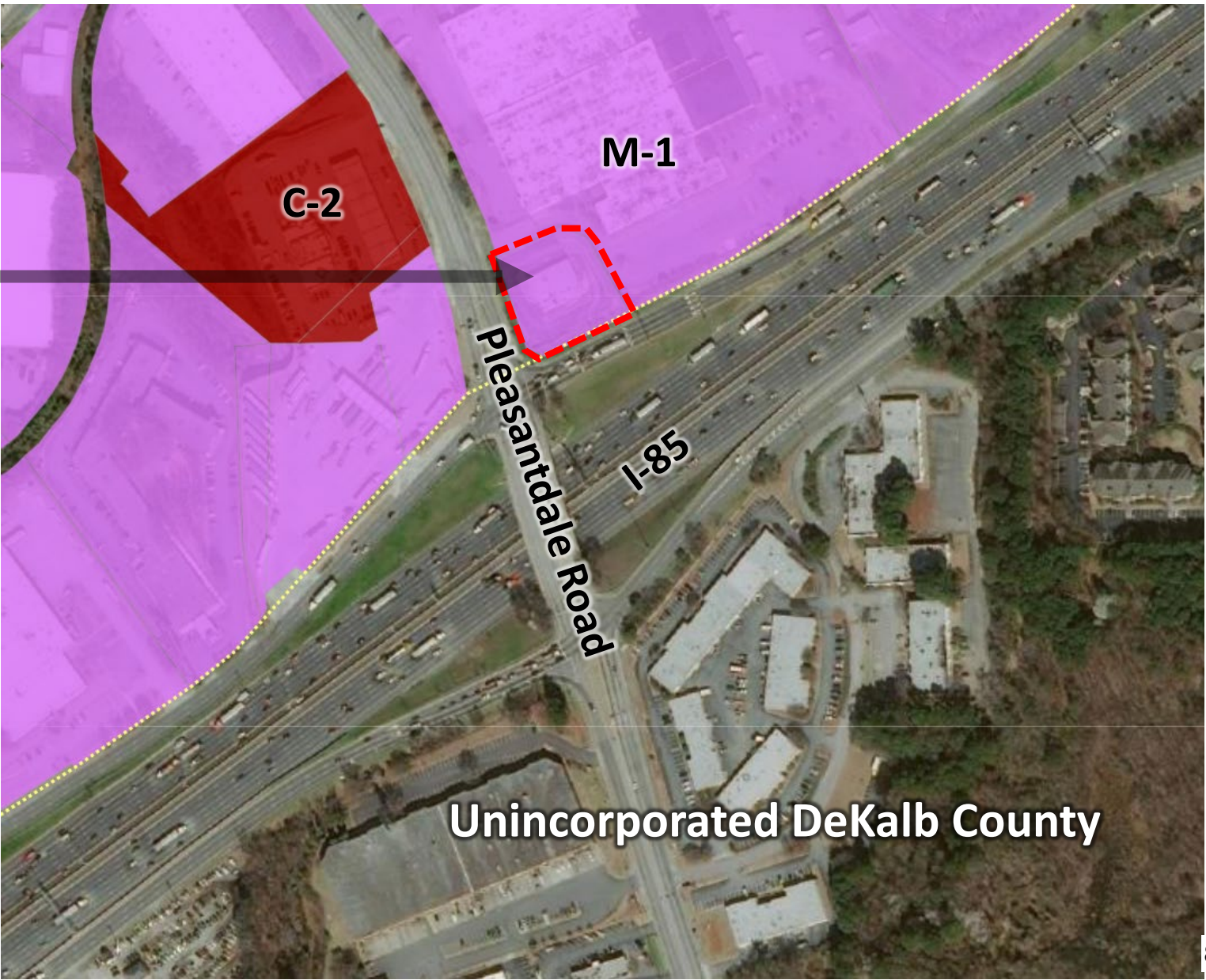
- Neighborhood Preservation District
- PIB Marketplace
- BuHi Cultural Corridor
- Doraville Town Center
- Assembly District
- Office Hub
- Light Industrial District
- Tank Farms District
- Annexation



Sources: City of Doraville, ARC, DeKalb County



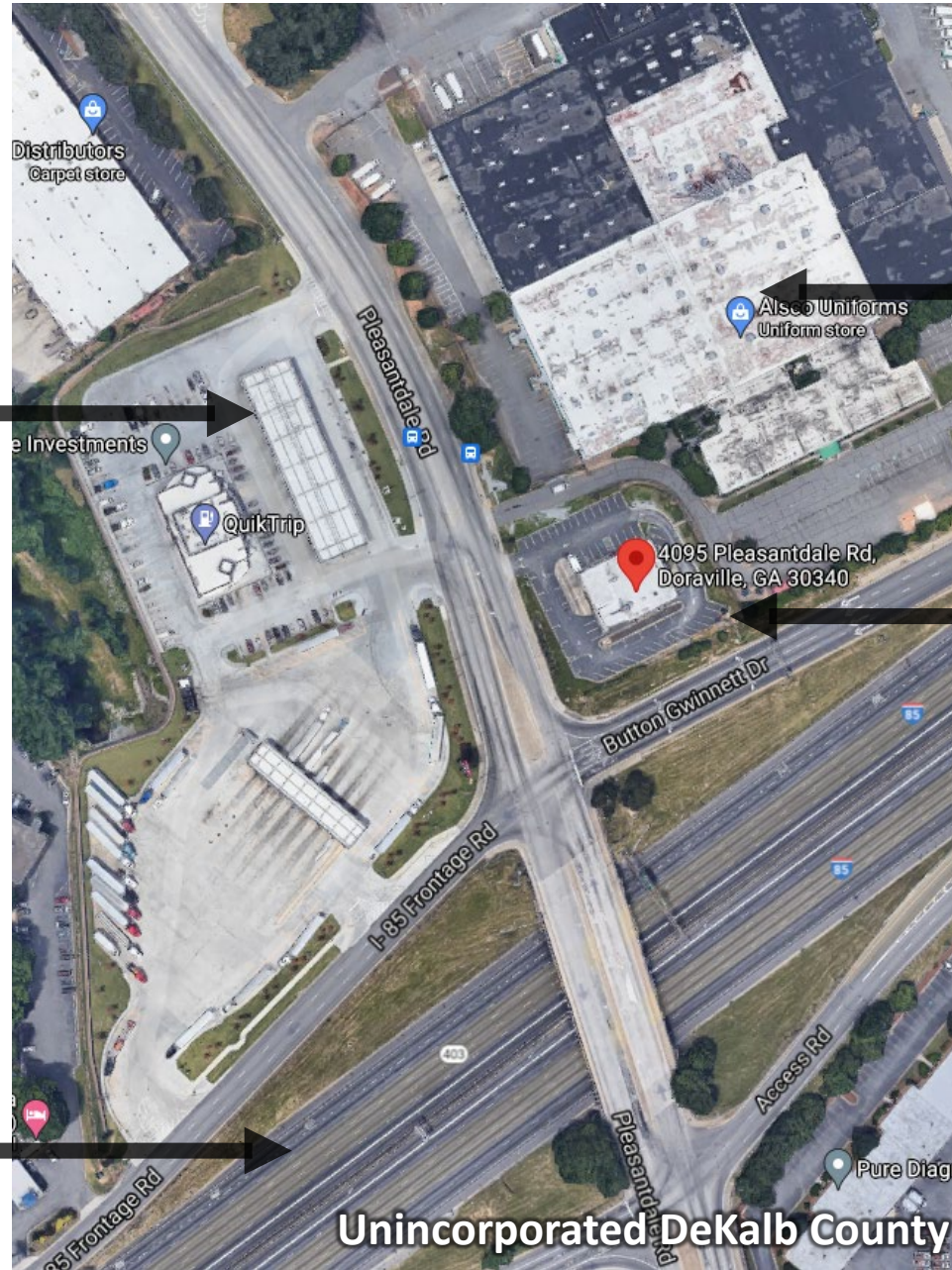
**SUBJECT PROPERTY**



**Unincorporated DeKalb County**



Fuel station



Uniform rental facility

**SUBJECT PROPERTY**

I-85

Unincorporated DeKalb County









## Hours of Operation

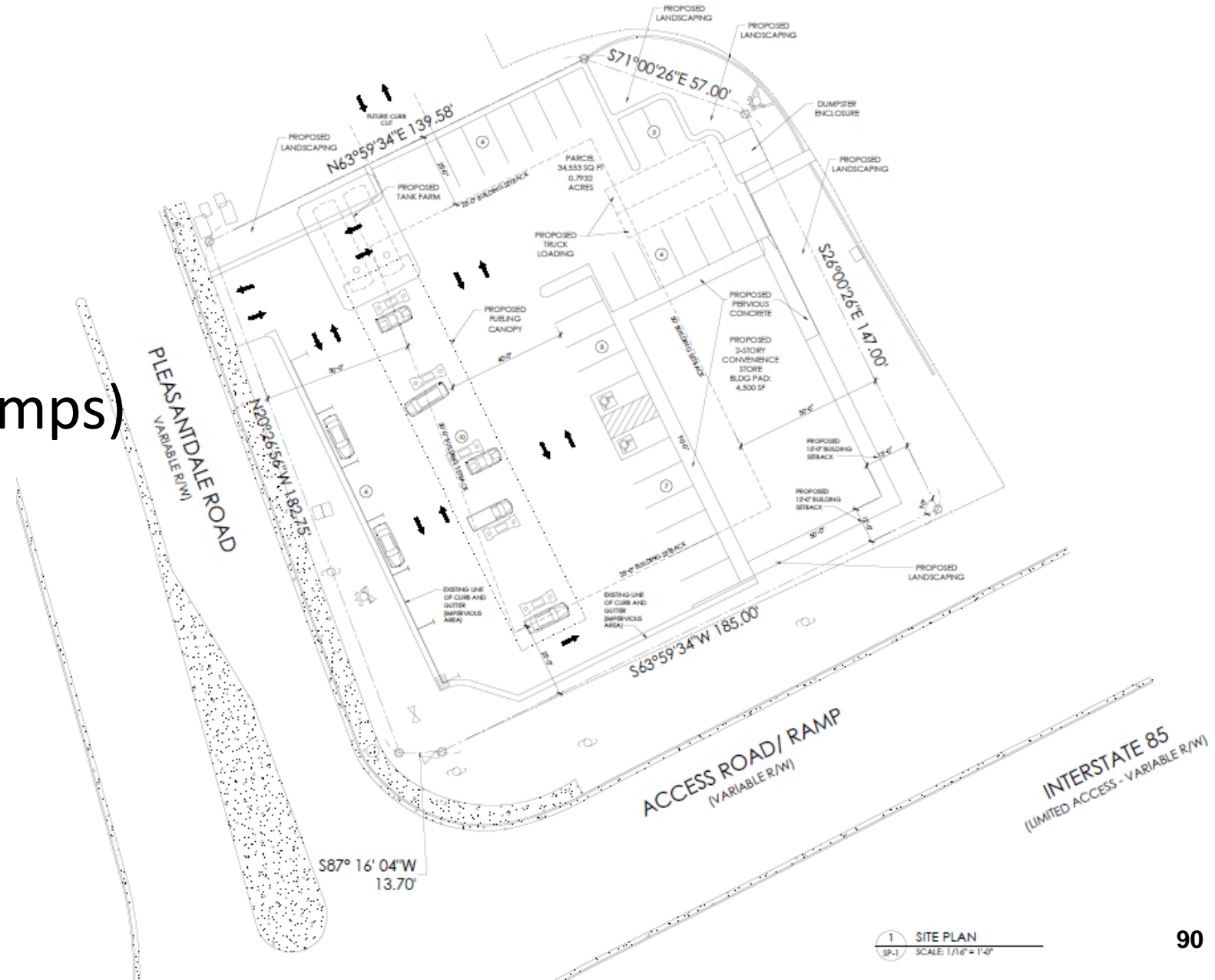
24 hours, 7 days per week

## Employees

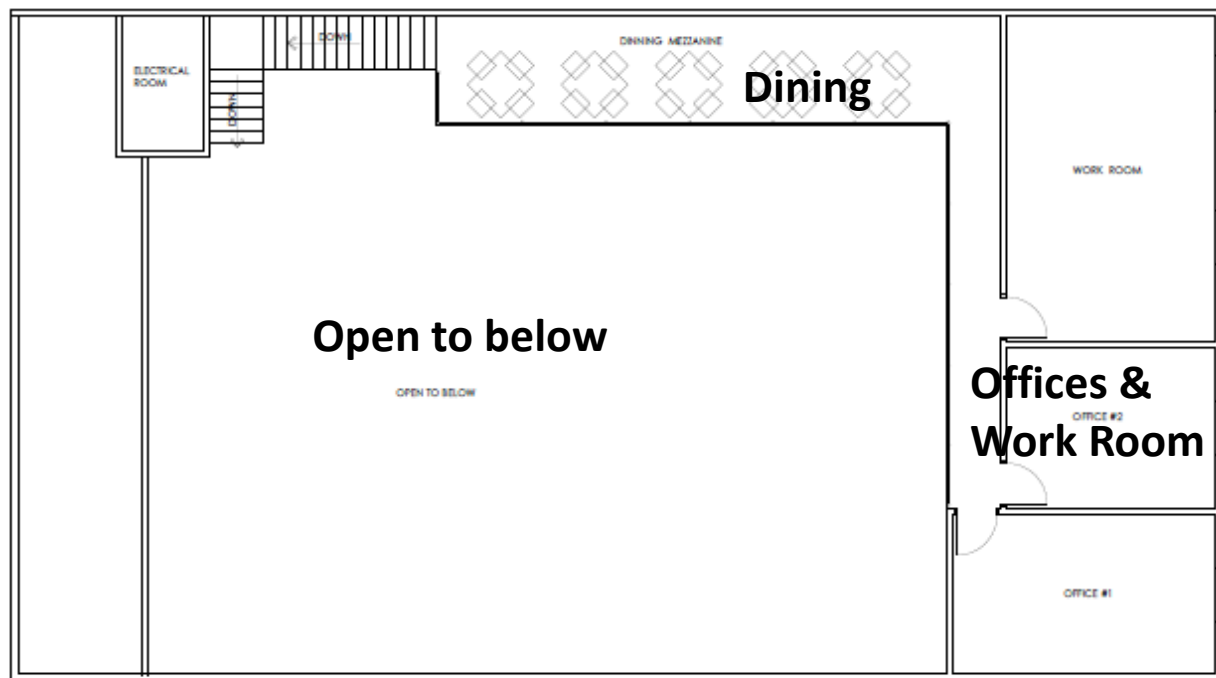
2 per shift (2-3 shifts)

- One of the two employees will be an experienced manager

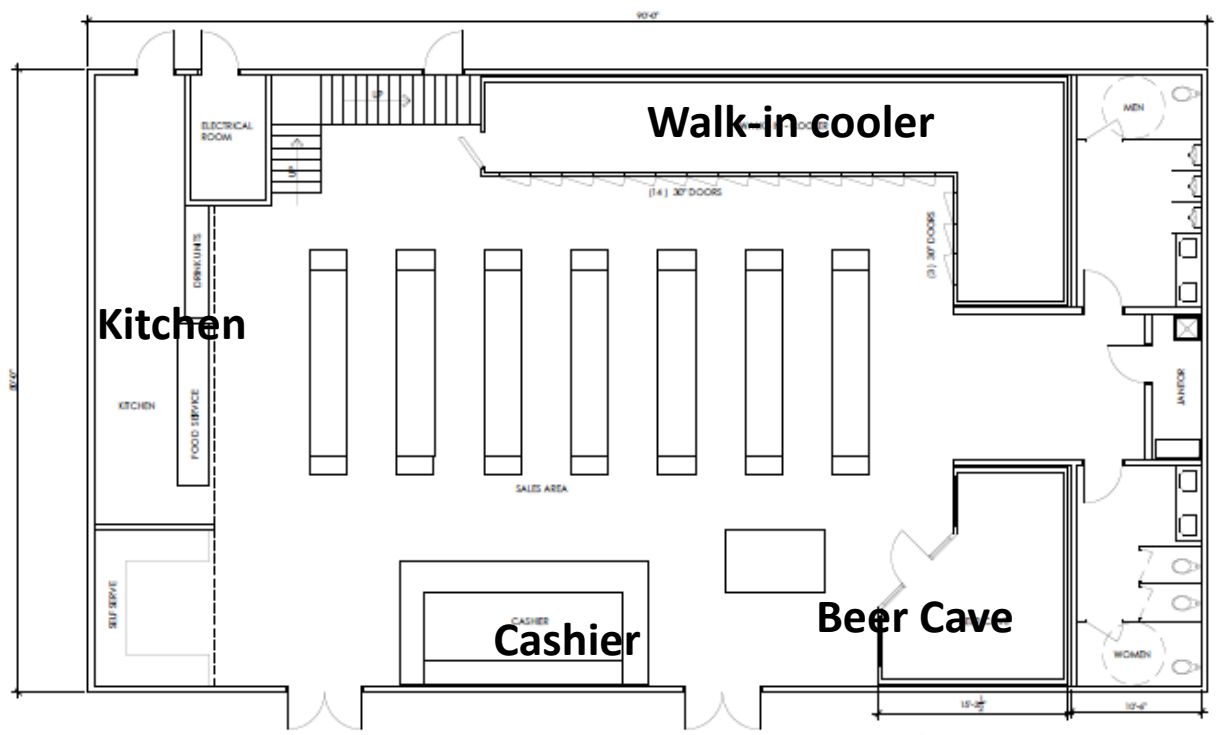
- 2,930 square feet convenience store
- 5 fuel pump islands
- 42 parking spaces (including 10 at the pumps)







2 2ND FLOOR PLAN  
A100 SCALE: 3/16" = 1'-0"



1 1ST FLOOR PLAN  
A100 SCALE: 3/16" = 1'-0"



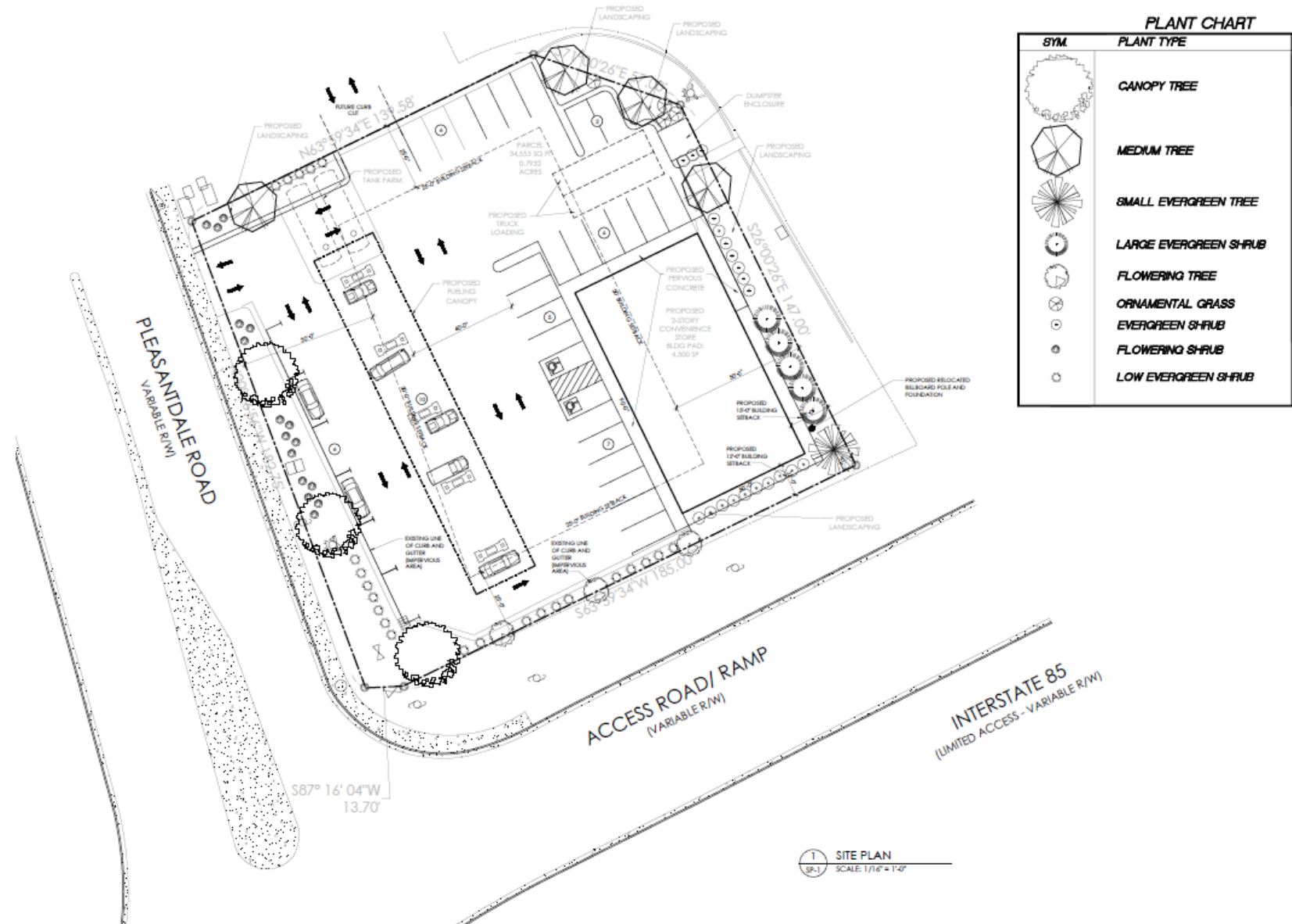
**FRONT**



**REAR**



# CUP-21-04 + V-21-07 & 08: Landscaping 4095 Pleasantdale Road



**PLANT CHART**

SYM.	PLANT TYPE
	CANOPY TREE
	MEDIUM TREE
	SMALL EVERGREEN TREE
	LARGE EVERGREEN SHRUB
	FLOWERING TREE
	ORNAMENTAL GRASS
	EVERGREEN SHRUB
	FLOWERING SHRUB
	LOW EVERGREEN SHRUB

1 SITE PLAN  
 SCALE: 1/16" = 1'-0"

<b>Legally Non-Conforming</b>				
<b>Development Control</b>	<b>Requirement</b>	<b>Existing/Proposed Property</b>		<b>Compliance (Y/N)</b>
<b>Min. Lot Area</b>	1 Acre	.79 Acre (per survey)		N
<b>Non-Conforming</b>				
<b>Development Control</b>	<b>Requirement</b>	<b>Existing</b>	<b>Proposed</b>	<b>Compliance (Y/N)</b>
<b>Min. Side Yard Setback</b>	25 Feet	66 Feet & 52 Feet	66 Feet & 12 Feet	Y/N
<b>Min. Rear Yard Setback</b>	50 Feet	67 Feet	15 Feet	N

## **As of July 14th, below is an update on items requested by Council:**

- Landscaping – 07/14 submitted a landscape plan
- Billboards – Applicant is working on relocating the billboards with billboard owners
- Revised Renderings – Have not received
- Confirmation of parking provided – 42 spaces to include 10 parking spaces at the fuel pumps
- GDOT response regarding the fuel station – Signals must be 1,000 feet apart. Gas truck maneuvering seems to be difficult for a WB-67 (large truck). The driveway will need to be widened and the curb radii will need to be enhanced.

# CUP-21-04 + V-21-07 & 08: Recommendations

## Planning Commission Recommendation 06/02/21:

**Approval of all with staff recommended conditions.**

## Staff Recommendation:

### **CUP-21-04: Approval with conditions**

1. The property shall be developed substantially in accordance with the Site Plan filed herewith.
2. The applicant will work with the property owner at 4111 Pleasantdale Road to create an additional entrance to this development as is shown on the approved site plan. The applicant shall provide evidence that an attempt was made to come to an agreement regarding access. A copy of the agreement or proof of the inability to come to an agreement shall be provided to the City prior to the issuance of a Building Permit. Should an easement be granted, all work must be completed prior to the issuance of a Certificate of Occupancy.
3. **NEW** The site shall be landscaped in substantial conformity with the Proposed Conceptual Landscape Plan.
4. **NEW** The applicant must widen the driveway and enhance the curb radii per GDOT requirements.

### **V-21-07 & 08: Approval**



Application #: CUP-21-04

**PRE-APPLICATION MEETING WITH STAFF**

Prior to submitting the CUP application, applicants shall meet with staff to discuss all application submittal requirements.

04/08/2021  
DATE RECEIVED

**DATE OF MEETING:** December 17, 2020/March 26, 2021

**SUBJECT PROPERTY**

Street Address: 4095 Pleasantdale Road, Doraville, Georgia 30340

Tax ID Parcel No.: 18-318-03-007

Conditional Use Requested Automobile retail fuel station/with convenience store

**APPLICANT**

Name: Naveed Masood

Mailing Address: 4260 Woodward Walk Lane, Suwanee, GA 30024

Suite/Unit # \_\_\_\_\_

E-mail: djv@hotmail.com

Phone: 404.274.1377

Fax: \_\_\_\_\_

**PROPERTY OWNER**

Name: JMF GROUP, INC., Attn: Pu C. Chang

Mailing Address: 4095 Pleasantdale Road, Doraville, Georgia 30340

E-mail: jadecheong@kwcommercial.com

Phone: 404.992.7665

Fax: \_\_\_\_\_

Applicant's Signature: To the best of my knowledge, this Pre-application review is correct and complete. Applicant will submit documentation for the application pursuant to the Zoning Ordinance of the City of Doraville.

Applicant signature: \_\_\_\_\_

Date: 1-8-21

Staff signature: \_\_\_\_\_

Date: 03/26/2021

Staff name printed: Naomi Siodmok

Signature of Staff only represents that the required pre-application for a CUP application has been held and does not indicate the position of the Community Development Department on any proposal.



**CONDITIONAL USE PERMIT APPLICATION**  
Community Development Department

04/08/2021  
DATE RECEIVED

**Application #** CUP-21-04

**APPLICANT**

Name: Naveed Masood  
Mailing Address: 4260 Woodward Walk Lane, Suwanee, GA 30024 Suite/Unit #                       
E-mail: djv@hotmail.com Daytime Phone: 404.274.1377 Fax:                     

**PROPERTY OWNER**

Name: JMF GROUP, INC., Attn. Pu C. Chang  
Mailing Address: 4095 Pleasantdale Road, Doraville, Georgia 30340  
E-mail: jadecheong@kwcommercial.com Daytime Phone: 404.992.7665 Fax:                     

**SUBJECT PROPERTY**

Street Address: 4095 Pleasantdale Road, Doraville, Georgia 30340  
Tax ID Parcel No.: 18-318-03-007 Council District:                       
Current Zoning Category: M-1 Future Land Use Character Area: M-1  
Conditional Use Requested Automobile retail fuel station and convenience store

**Application Submission Requirements (one copy of application materials & 3 copies of drawings if larger than 8 1/2" x 11").**

**SUBMIT ALL MATERIALS NOTED BELOW:**

- 1) Cover letter describing the requested conditional use and an overview of the business establishment. The letter should identify the proposed use and how you will operate the business, and should also include the following information:
  - a. Proposed Use (description of the business establishment) and Square Footage
  - b. List all services to be provided by the business
  - c. Proposed Manners of Operation (Business hours, anticipated number of employees and employee shifts, and general job descriptions)
  - d. Business manager experience
  - e. Trash/waste disposal method (e.g. identify the private company hired to remove trash and how often it is removed)
  - f. Other uses (businesses) within the shopping center/property and also on adjacent properties
- 2) Letter responding to each of the eight (8) "Standards" criteria. List each criterion before each response.
- 3) Property Survey (prepared within the last 10 years) showing property lines, building footprints and parking layout.
- 4) Full site plan, drawn-to-scale, for projects with any proposed construction and/or site development work other than interior or façade renovations or uses with special requirements as per zoning requirements such as screening, etc. (see site plan check list for plan requirements).
- 5) Floor plan, drawn-to-scale, for proposed use for projects involving adaptive reuse or interior renovations;
- 6) Notarized property owner (or owner representative) authorization and applicant campaign contributions disclosure using the attached forms.
- 7) Photographs of existing site. Renderings and/or building elevations for new construction.
- 8) CD or USB flash drive of drawings submitted in digital PDF format.
- 9) Additional information: may be required by the City based upon the initial application meeting with staff.

04/08/2021  
 DATE RECEIVED

**APPLICANT SIGNATURES**

**SUBMISSION:** REQUIRED FOR SUBMITTAL FOR REVIEW BY STAFF, PLANNING COMMISSION AND CITY COUNCIL:

- **ONE (1) COMPLETED SET OF APPLICATION FORMS and**
- **15 STAPLED SETS OF COLLATED DRAWINGS. DRAWINGS MUST BE LEGIBLE. DRAWINGS LARGER THAN 11" x 17" MUST BE FOLDED TO APPROXIMATELY 9" X 12" IN SIZE.**

**APPLICATION FEE:** See current City Fee Schedule. Sec. 2-261. - Zoning processing fees:

- CUP Application: \$450.00
- Concurrent Variance Request: \$150.00/variance request
- Telecommunications: see separate CUP application.

**PLEASE READ THE FOLLOWING BEFORE SIGNING**

This form must be completed in its entirety before it will be accepted. It must include all required attachments and filing fees. **An application which lacks any of the required attachments or information shall be deemed incomplete and shall not be accepted.**

[Signature] 1-8-21  
 NOTARY DATE

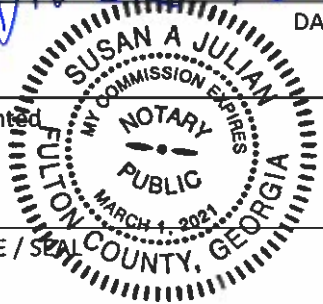
[Signature] 1-8-21  
 SIGNATURE OF APPLICANT DATE

Notary Name Printed \_\_\_\_\_

Naveed Masood  
 Applicant Name Printed \_\_\_\_\_

EXPIRATION DATE / MARCH 1, 2021

Check One: Owner  Applicant/Agent



**Subject Property Street Address:**  
 4095 Pleasantdale Road, Doraville, Georgia 30340





# HILLIARD STARKEY LAW

260 PEACHTREE STREET, N.W., SUITE 401  
ATLANTA, GEORGIA 30303  
404.389.9085

OFFICES:  
MABLETON, GA  
ATLANTA, GA

M. HAKIM HILLIARD  
[hhilliard@hstarlaw.com](mailto:hhilliard@hstarlaw.com)

April 7, 2021

VIA ELECTRONIC MAIL

Community Development Department  
City of Doraville  
3725 Park Avenue  
Doraville, Georgia 30340

RE: Letter of Intent  
Application for Rezoning & Conditional Use Permit  
4095 Pleasantdale Road, Doraville, Georgia 30340  
Parcel Id Nos. 18 318 03 007.  
DeKalb County, Georgia 30340

To whom it may concern:

Our firm represents Mr. Naveed Masood (the "Applicant") with respect to the above-referenced applications for Conditional Use Permit ("CUP") to allow for a automobile fuel station on property located at 40955 Pleasantdale Road, Doraville, Georgia (the "Subject Property"). This letter is intended to serve as the required Letter of Intent accompanying the subject applications.

The Applicant proposes to operate a 5,516 sq. ft. convenience store, along with five (5) fuel pump islands and 18 parking spaces. As a part of its proposed redevelopment, the Applicant intends to provide proper on-site landscaping and other improvements as determined necessary and important by the City of Doraville. In addition to retail fuels, the applicant intends to provide standard convenience items at retail at the proposed convenience store. The Applicant intends to operate the subject business twenty-four hours per day. Approximately two employees will work on each of the shifts. (The Applicant will decide prior to beginning operations whether there will be two or three work shifts.) The employees shall manage the business operations, including, but not limited to, cashier duty, cleaning, stocking product shelves, troubleshoot and otherwise ensure the efficient operation of the business. There shall be one person at all times who will serve as manager for the business at the property and thereby manage the performance of all related business and property maintenance responsibilities. Any persons who serve as manager on-duty shall have at least two years' experience managing a convenience store and retail automobile fuel station. A private company shall be hired to handle trash removal and disposal. No additional uses are contemplated as part of the use proposed in this application. The Applicant looks forward to receiving input on each of these matters during the review process conducted for this matter.

During the review process, the Applicant shall participate in any requested meetings with interested neighbors and will otherwise be available to answer questions regarding its proposal throughout the review process. It is the Applicant's hope that its conversations with impacted

neighbors and city personnel and elected officials will result in an operational framework that will cause the subject redevelopment project to blend effectively and efficiently with the surrounding area.

Thank you for your thoughtful attention to the foregoing request for CUP. We look forward to working with you on this important matter.

Please call us if you have any questions.

Very truly yours,

  
M. Hakim Hilliard

**DOCUMENTED IMPACT ANALYSIS**

and

Other Material Required by  
Doraville Zoning Ordinance

For

**CONDITIONAL USE PERMIT**

**to allow for a retail gasoline station**

.92 acres of land  
located at  
4095 Pleasantdale Road  
Doraville, DeKalb County, Georgia

Submitted for

**NAVEED MASOOD**

by:

M. Hakim Hilliard, Esquire  
Hilliard Starkey Law  
260 Peachtree Street, Suite 401  
Atlanta, Georgia 30304  
404.389.9085 (wk)  
hhilliard@hstarlaw.com

## INTRODUCTION

This Application includes one .92 acre tract of land located at 4095 Pleasantdale Road in the City of Doraville (the “Subject Property”) and proposes the redevelopment of the Subject Property with a 5,516 square foot convenience store and an automobile fuel station with and associated parking.ne station. (hereinafter referred to as the “Subject Property”). The Subject Property is zoned M-1 and the Applicant’s proposed use requires a conditional use permit from the City of Doraville to be developed in accordance with the site plan and other materials submitted herewith.

As a result of the foregoing, the Applicant has filed the foregoing request for a Conditional Use Permit. **This report relates to the criteria which must be examined in conjunction with a conditional use permit.** The Applicant participated in a pre-application meeting with the Planning Department on Friday, March 26, 2021 and looks forward to discussing the same with all interested stakeholders to discuss appropriate conditions related to this request. Based upon our discussions thus far, the following conditions are proposed by the Applicant:

1. The Subject Property shall be developed substantially in accordance with the Site Plan filed herewith.
2. Any exterior lights shall be screened, shielded, and/or shaded so as to minimize glare on adjacent properties.
3. Development of the Subject Property shall proceed in accordance with the Doraville Tree Ordinance.

This document is submitted as a Documented Impact Analysis with regard to this Application and as the impact analysis report as required by the Doraville Zoning Ordinance. This document also is intended to address and substantiate the requisite responses to the state “Steinberg Act”, O.C.G.A. §36-67-1 et seq.

1.

WHETHER THE PROPOSED USE AT THE SPECIFIED LOCATION IS CONSISTENT WITH THE POLICIES EMBODIED IN THE ADOPTED COMPREHENSIVE PLAN;

The City's Land Use Plan consists of a text and series of maps. The Plan is accompanied by a procedure to link changes in zoning with corresponding changes in the Plan in order to avoid repeating the situation in which a static land use plan and an evolving zoning map become increasingly out of step with each other. Thus, with an updated Plan in effect and a mandatory planning-zoning consistency mechanism in place, it is extremely important that any rezoning request, such as this one, be based on sound land use planning and comprehensive planning principles. The location of an automobile fuel station on Pleasantdale Road in the City of Doraville adjacent to an interstate highway blends well with the policies embodied in the City's Comprehensive Plan.

2.

THE PROPOSED USE IS CONSISTENT WITH THE GENERAL PURPOSE AND INTENT OF THE APPLICABLE ZONING DISTRICT REGULATIONS

Per the recent amendment to the M-1 Zoning District standards, the proposed retail automobile fuel station and convenience store is consistent with the applicable M-1 Zoning District regulations, subject to the approval of a Conditional Use Permit for the same.

3.

THE PROPOSED USE IS COMPATIBLE WITH AND PRESERVES THE CHARACTER AND INTREGRITY OF ADJACENT DEVELOPMENTS AND NEIGHBORHOODS, AND INCLUDES IMPROVEMENTS EITHER ON-SITE OR WITHIN THE PUBLIC RIGHT-OF-WAY TO MITIGATE DEVELOPMENT RELATD ADVERSE IMPACTS, SUCH AS TRAFFIC, NOISE, ODORS, VISUAL NUISANCES, DRAINAGE OR OTHER SIMILAR ADVERSE EFFECTS TO ADJACENT DEVELOPMENTS AND NEIGHBORHOODS

Based on the proposed site plan design for the Subject Property, the proposed use is entirely consistent with and suitable for the area. The proposal improves the quality of the existing property and blends with the adjacent and surrounding uses. The Subject Property is located adjacent to an interstate highway on Pleasantdale Road in an area that regularly experiences heavy vehicular traffic. An identical use to the one proposed by the Applicant in the foregoing request is located nearby to the Subject Property on Pleasantdale Road, which is clearly an appropriate area for the proposed use.

4.

THE PROPOSED USE DOES NOT GENERATE PEDESTRIAN AND VEHICULAR TRAFFIC WHICH WILL BE HAZARDOUS OR CONFLICT WITH THE EXISTING AND ANTICIPATED TRAFFIC IN THE NEIGHBORHOOD

The Subject Property is not located in a pedestrian area and otherwise does not negatively impact vehicular circulation and traffic and thoroughfare capacities and capabilities. No hazardous conditions will be created by the proposed development, nor will any pedestrian/vehicular conflict be created. On the contrary, the activity generated by the Applicant's proposed development will support a service need for the area and will otherwise spread traffic between the Subject Property and other nearby retail fuel stations.

5.

THE PROPOSED USE INCORPORATES ROADWAY ADJUSTMENTS, TRAFFIC CONTROL DEVICES OR MECHANISMS, AND ACCESS RESTRICTIONS TO CONTROL TRAFFIC FLOW OR DIVERT TRAFFIC AS MAY BE NEEDED TO REDUCE OR ELIMINATE DEVELOPMENT GENERATED TRAFFIC ON NEIGHBORHOOD STREETS

The proposed development on the Subject Property controls the necessary control devices and/or mechanisms need to reduce and/or eliminate development generated traffic on neighborhood streets. In this regard, the Applicant looks forward to working with the City of Doraville and the Georgia Department of Transportation to identify any proposed traffic improvements, either internal to the site or system improvements intended to serve off-site vehicular activity, that may be appropriately addressed in conjunction with the Applicant's proposed development.

6.

THE PROPOSED USE INCORPORATES FEATURES TO MINIMIZE ADVERSE EFFECTS, INCLUDING VISUAL IMPACTS, OF THE PROPOSED CONDITIONAL USE ON ADJACENT PROPERTIES; AND THE PROPOSED USE MEETS THE STANDARDS FOR THE ZONING DISTRICT, OR TO THE EXTENT VARIATIONS FROM SUCH STANDARDS HAVE BEEN REQUESTED, THAT SUCH VARIATIONS ARE NECESSARY TO RENDER THE USE COMPATIBLE WITH ADJOINING DEVELOPMENT AND NEIGHBORHOODS.

The site plan developed for the Subject Property does consider features to minimize adverse effects, including visual impacts of the proposed use on adjacent properties. The proposed elevations submitted contemporaneously with this request are designed in a manner that will allow the building design to be compatible with adjacent and nearby properties. This said, the Applicant will be seeking certain variances from the development standards that will not compromise the integrity of application of these standards to adjacent and nearby properties.

7.

WHETHER THE PROPOSED USE IS BASED ON THE SITE PLAN IN CONFORMITY WITH ALL SPACE LIMITS, BUFFERS, PARKING AND LOADING PROVISIONS, AND OTHER PROVISIONS OF THIS ARTICLE

No. The Applicant intends to seek variances from certain related development standards to accomplish the layout shown on the site plan filed contemporaneously with this application.

- (a) Reduce the rear yard setback from 50 feet required to 15 feet.
- (b) Reduce the side yard setback from 25 feet required to 12 feet.
- (c) Exceed the maximum lot coverage from 70% to

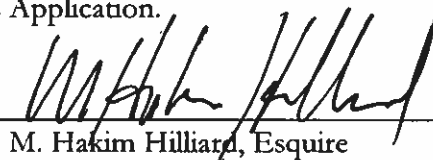
8.

Whether the proposed use applicant has agreed to any specific limitations or conditions necessary to protect the public interest and assure the continued beneficial use and enjoyment of nearby properties or that no special limitations are necessary to protect the public.

Yes. The Applicant has proposed certain conditions with its application and looks forward to working with city staff and other interested stakeholders to ensure that appropriate conditions are adopted as a part of this application to protect the public interest and general welfare.

CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the Request for a Conditional Use Permit be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Doraville so that such recommendations or input might be incorporated as conditions of approval of this Application.



M. Hakim Hilliard, Esquire  
For the Applicant



### **Preservation of Constitutional Objections**

The Subject Property cannot be economically developed by the owner as currently zoned. Therefore, the Applicant, on behalf the owners of the tract of land at issue in this rezoning application (the "Property"), respectfully submits that the Zoning Ordinance of the City of Doraville, Georgia, as amended from time to time and known as the "City of Doraville Zoning Ordinance", to the extent that it classifies the Property in any zoning district which would preclude an Conditional Use Permit for the use proposed herein, is unconstitutional as a taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority under the specific constitutional provisions later set forth herein. Any existing inconsistent zoning of the Property pursuant to the City of Doraville Zoning Ordinance deprives the current owner of any alternative reasonable use and development of the Property. Additionally, all other zoning classifications, including ones intervening between the existing classification and those requested herein, would deprive the current owner of any reasonable use and development of the Property. Further, any attempt by the City to impose greater restrictions upon the manner in which the property will be developed than presently exist would be equally unlawful.

Accordingly, Applicant submits that the current M-1 District zoning classifications and any other zoning of the Property save for what has been requested by it as established in the City of Doraville Zoning Ordinance, if a Conditional Use Permit is not permitted herein, constitutes an arbitrary and unreasonable use of the zoning and police powers because it bears no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Property owners. Any decision to deny the Conditional Use Permit requested herein would constitute an arbitrary and unreasonable use of the zoning and police powers because they bear or would bear no substantial relationship to the public health, safety, morality or general welfare of the public and would substantially harm the Property owner. Further, the existing inconsistent zoning classifications constitute, and all zoning and plan classifications intervening between the existing inconsistent zoning classification and that required to develop this project would constitute a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I,

Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process Clause of the Fourteenth Amendment of the United States Constitution and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that the failure to approve the requested Conditional Use Permit would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Finally, the Applicant respectfully submits that the City of Doraville cannot lawfully impose more restrictive standards upon the development of the property than presently exist as to do so not only would constitute a taking of the property as set forth above, but also would amount to an unlawful delegation of their authority, in response to neighborhood opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application meets favorably the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power, Guhl vs. Holcomb Bridge Road, 238 Ga. 322 (1977).



**VARIANCE APPLICATION**  
Community Development Department

**Application #** V-21-07 & 08

04/16/2021  
DATE RECEIVED

**APPLICANT**

Name: Naveed Masood/M. Hakim Hilliard  
Mailing Address: 4260 Woodward Walk Lane, Suwanee Suite/Unit # \_\_\_\_\_  
E-mail: djv@hotmail.com Daytime Phone: 404.274.1377 Fax: \_\_\_\_\_

**PROPERTY OWNER (if different from the applicant)**

Name: JMF GROUP, INC., Attn: Pu C. Chang  
Mailing Address: 4095 Pleasantdale Road, Doraville, Georgia 30340  
E-mail: jadecheong@kwcommercial.com Daytime Phone: 404.992.7665 Fax: \_\_\_\_\_

**SUBJECT PROPERTY (provide separate cover page if more than one property)**

Street Address: 4095 Pleasantdale Road  
Tax ID Parcel No.: 18-318-03-007 Council District: \_\_\_\_\_  
Current Zoning Category: M-1 Future Land Use Character Area: M-1

Variance(s) Requested: Reduce the required east side yard setback from 25 feet required to 12 feet provided;  
Reduce the required rear yard from 50 feet required to 15 feet provided.

**Please SUBMIT DIGITALLY all the materials requested below:**

- 1) Cover letter describing the requested variance, the proposed scope of work and the rational for the variance.
- 2) Letter responding to each of the seven (7) "Standards" criteria. List each criterion before each response.
- 3) Property Survey showing property lines, building footprints and parking layout for setback reductions. Applications seeking a streambank setback variance, surveys should also show topography lines, stream/floodplain areas and corresponding setback lines.
- 4) For Stream buffer variances, provide Information outlined in this application.
- 5) Full site plan, drawn-to-scale, for projects with any proposed new construction, additions, and/or site development work. Setback dimensions should be labeled (see site plan check list for plan requirements).
- 6) Notarized property owner (or owner representative) authorization and applicant campaign contributions disclosure using the attached forms.
- 7) Photographs, renderings, building elevations (as applicable to the variance request and project scope).
- 9) Additional information required by the City based upon the initial application meeting with staff.



Community Development Department  
Application #: V-21-07 & 08

**NOTARIZED AUTHORIZATION OF PROPERTY LANDOWNER**

I, JMF GROUP, INC., Attn: Pu C. Chang SWEAR THAT I AM THE PROPERTY LANDOWNER  
Printed owner(s) name

OF SUBJECT PROPERTY: 4095 Pleasantdale Road, Doraville, Georgia 30340

WITH PARCEL ID NO.: 18-318-03-007

AS SHOWN IN THE RECORDS OF DEKALB COUNTY, GEORGIA WHICH IS THE SUBJECT MATTER OF THE ATTACHED APPLICATION. I AUTHORIZE THE PERSON NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION. I ALSO HEREBY AUTHORIZE CITY STAFF TO INSPECT PREMISES OF ABOVE DESCRIBED PROPERTY.

**NAME OF APPLICANT (PRINT CLEARLY):**

NAVEED MASOOD

ADDRESS: 4260 Woodward Walk Lane, Suwanee, Georgia 30024

TELEPHONE: 404.274.1377 EMAIL: djv@hotmail.com

Personally Appeared  
Before Me

[Signature]  
Signature of Property Landowner  
JMF GROUP, INC., Attn: Pu C. Chang  
Print Name of Property Landowner

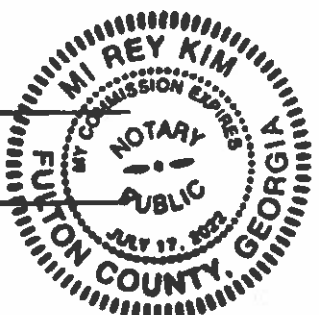
Pu C. Chang

Print Name

Who Swears That The Information Contained  
In this Authorization Is True and Correct  
To The Best of His or Her Knowledge and Belief.

[Signature]  
Signature of Notary Public

4/8/21  
Date





Community Development Department  
Application #: V-21-07 & 08

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

DATE RECEIVED

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A. Ch 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application? Yes \_\_\_\_\_ No X

If the answer is Yes, you must provide written disclosure with the governing authority of the City of Doraville showing:

1. The name and official position of the local government official to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and date of each such contribution.

[Signature] 4/8/21  
NOTARY DATE

MI KIM  
Notary Name Printed

7/17/21  
EXPIRATION DATE / SEAL



[Signature]  
SIGNATURE OF APPLICANT DATE

JMF GROUP, INC., Attn: Pu C. Chang  
Applicant Name Printed

Check One: Owner  Applicant/Agent \_\_\_\_\_

Subject Property Street Address:

4095 Pleasantdale Road, Doraville, Georgia 30340



Community Development Department

Application #: V-21-07 & 08



**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A. Ch 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application? Yes  No

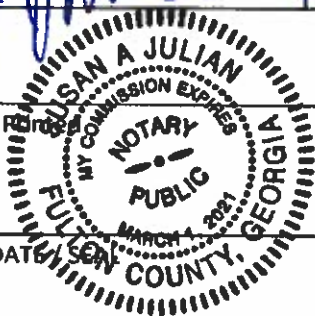
If the answer is Yes, you must file a disclosure report with the governing authority of the City of Doraville showing:

1. The name and official position of the local government official to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and date of each such contribution.

[Signature] 1-8-21  
NOTARY DATE

Notary Name [Signature]

EXPIRATION DATE [Signature]



[Signature] 1-8-21  
SIGNATURE OF APPLICANT DATE

Naveed Masood  
Applicant Name Printed

Check One: Owner  Applicant/Agent

**Subject Property Street Address:**

4095 Pleasantdale Road, Doraville, Georgia 30340



# HILLIARD STARKEY LAW

260 PEACHTREE STREET, N.W., SUITE 401  
ATLANTA, GEORGIA 30303  
404.389.9085

OFFICE 115  
MABLETON, GA  
ATLANTA, GA

M. HAKIM HILLIARD  
[hhilliard@hstarlaw.com](mailto:hhilliard@hstarlaw.com)

April 16, 2021

VIA ELECTRONIC MAIL

Community Development Department  
City of Doraville  
3725 Park Avenue  
Doraville, Georgia 30340

RE: Cover Letter  
Application for Variances  
4095 Pleasantdale Road, Doraville, Georgia 30340  
Parcel Id Nos. 18 318 03 007.  
Reduce required east side yard from 25 feet required to 12 feet provided  
Reduce the required rear yard from 50 feet required to 15 feet provided

To whom it may concern:

Our firm represents Mr. Naveed Masood (the "Applicant") with respect to the above-referenced application for certain variances to reduce the required east side yard from 25 feet required to 12 feet provided, and to reduce the required rear yard from 50 feet required to 15 provided. These requests are requested in order to accommodate the the automobile fuel station that is the subject of the application for a conditional use permit that has been filed contemporaneously herewith for property located at 40955 Pleasantdale Road, Doraville, Georgia (the "Subject Property"). This letter is intended to serve as the required Cover Letter accompanying the subject application for certain variances.

The Applicant proposes to operate a 5,516 sq. ft. convenience store, along with five (5) fuel pump islands and 18 parking spaces. As a part of its proposed redevelopment, the Applicant intends to provide proper on-site landscaping and other improvements as determined necessary and important by the City of Doraville. Given the location of the Subject Property as a corner lot, adjacent to the access ramp to Interstate Highway 85, and the requirement to place the proposed curb cut adequate distance from the access ramp, the proposed building and fuel pumps located on the Subject Property must encroach on the south side and rear yards.

Thank you for your thoughtful attention to the foregoing request for CUP. We look forward to working with you on this important matter.

Please call us if you have any questions.

Very truly yours,

  
M. Hakim Hilliard

## STANDARDS CRITERIA REVIEW

and

Other Material Required by  
Zoning Ordinance of City of Doraville

Application for Variances

of

Naveed Masood/M. Hakim Hilliard

for

± .92 Acres of land located at  
4095 Pleasantdale Road  
Doraville, Georgia 30315

1. Variance to reduce the transitional yard setback from 20 feet required to 10 feet
2. Special exception to reduce parking requirement from 25 spaces required to 15 spaces provided

Submitted for Applicant by:  
M. Hakim Hilliard, Esq.  
Hilliard Starkey Law  
260 Peachtree Street, NW, Suite 401  
Atlanta, Georgia 30303  
404.389.9085



## JUSTIFICATION FOR SPECIAL EXCEPTION

This is an application of Naveed Masood (hereinafter referred to as the “Applicant”) for a two variances from certain development standards of the City of Doraville applicable to property located at 4095 Pleasantdale Road, Doraville, Georgia ( hereinafter referred to as the “Subject Property”). The Subject Property is located on Pleasantdale Road, adjacent to the west side of Highway 95 contiguous to the Pleasantdale Road access ramp. The existing building located on the Subject Property is a one story commercial building. The Applicant seeks to redevelop and upgrade the property with an automobile fuel station and associated convenience store, which is the subject of a conditional use permit application that has been filed contemporaneously herewith for property located at 40955 Pleasantdale Road, Doraville, Georgia (the “Subject Property”). This letter is intended to serve as the require review of the variance” standards criteria outlined in Section 23-1402 of the Doraville Zoning Ordinance.

The Subject Property consists of approximately .92 acres and is zoned M-1.

Section 23-1402 of the Zoning Ordinance specifically authorizes the May or and/or City Council (hereinafter referred to as the “City”) to consider such variances from the terms of the Zoning Ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of the article will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of the article shall be observed, public safety and welfare secured, and substantial justice done.

In the present matter, the Applicant seeks to reduce the east side yard setback from 25 feet required to 12 feet provided, and the rear yard setback from 50 feet required to 15 feet provided.

(1)

**There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.**

The Applicant submits that the location of the Subject Property immediately adjacent to the Interstate 85 access ramp, requiring its proposed curb cut on Pleasantdale Road to require it to push most of the building footprint of the convenience store and fuel pumps to the side and rear yards exceptional and peculiar to the Subject Property.

(2)

**A literal interpretation of the provisions of this article would deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.**

To apply the provisions of this article that require adherence to the rear and side yard setback at issue would absolutely deprive this applicant the full opportunity to develop the Subject Property in the manner proposed.

(3)

**Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.**

Approving Applicant's request does not confer any special privileges on this Applicant, as the Subject Property is uniquely situated and the arguments in support of the subject variance request is, therefore, unique in this instance.

(4)

**The requested variance will be in harmony with the purpose and intent of this article and will not be injurious to the neighborhood or to the general welfare.**

The granting of the variances sought herein does further the purpose and intent of this article. Not only does approving this variance not injury the neighborhood, it allows for a commercial use in an area where it is appropriate, convenient and necessary for the purposes of

the persons it will serve.

(5)

**The special circumstances are not the result of the actions of the applicant.**

The Applicant did not create the conditions that created the special circumstances described herein. In fact, the Applicant has made every effort to work around these special circumstances before making application for the variances requested herein.

(6)

**The variance requested is the minimum variance that will make possible the legal use of the land, building or structure.**

Yes.

(7)


**The variance is not a request to permit a use of land, buildings, or structures which is not permitted by right in the district involved.**

Yes, but subject to the approval of the conditional use permit that has been filed by the Applicant in this matter and filed contemporaneously herewith.

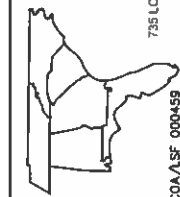
Based upon the foregoing, the Applicant respectfully submits that the Zoning Ordinance of the City of Atlanta, Georgia, as amended from time to time and known as the "City of Doraville Zoning Ordinance," is expressly intended to grant variances and special exceptions in instances such as these described herein. Further, to forbid variances in this instance would be unlawful, arbitrary, capricious, irrational and a manifest abuse of discretion; all in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

For these reasons, we request the variances sought herein from the stated restrictions as set out in the City of Doraville Code of Ordinances.

Respectfully submitted,

  
M. Hakim Hilliard  
Attorney for Applicant

**GRANT SHEPHERD & ASSOCIATES, INC.**  
 Land Surveying & Site Development  
 735 LINGLE AF BOULEVARD, SUITE A, LAWRENCEVILLE, GA 30046  
 PHONE 770 418 9823 FAX 770 418 9289  
 www.grantsurveying.com



**RETRACEMENT BOUNDARY SURVEY**  
**KW COMMERCIAL**  
 SITE ADDRESS: 4095 PLEASANTDALE ROAD DORAVILLE, GA 30340  
 LAND LOT 318 OF THE 18TH LAND DISTRICT,  
 DEKALB COUNTY, GEORGIA

Sheet / Drawing Scale  
 1" = 30'  
 \*Unless Otherwise Noted\*  
 GSA Project No.  
 21-03-1110  
 Drawn By / Field Crew  
 SH  
 LD/SS Crew No. 3  
 Sheet No. 01 OF 01

**Field Observation Notes**

1. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS CLASSIFIED AS A "RETRACEMENT BOUNDARY SURVEY" AND COMPLETED ON 04/02/2021 UTILIZING A GEOMAX ZOOM 90 GS ROBOTIC TOTAL STATION AND/OR A CHAMPION PRO GPS NETWORK RTK (REAL TIME KINEMATIC) RECEIVER, CONNECTED IN REAL TIME VIA THE eGPS NETWORK.
2. THE FIELD DATA UPON WHICH THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED EXCEEDS THE 95% CONFIDENCE LEVEL AND EXCEEDS THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL ACCURACY, AS SET FORTH BY THE ALTA/NPS STANDARDS, SPECIFICATION AND REQUIREMENTS OF 0.075-50 PPM.

**FEMA Note**

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 1308K0038K, CONTAINING A LATEST DATE OF 08/15/2019. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THE SITE ON SAID FIRM (FEDERAL INSURANCE RATE MAP) MAP UNLESS OTHERWISE NOTED.

**Significant Observations**

- (A) SIDEWALK CROSSING THE NORTHEASTERN PROPERTY LINE. APPARENT PEDESTRIAN ACCESS TO ADJOINER.
- (B) CURB AND CONC. PAD CROSSES THE NORTHEASTERN PROPERTY LINE.

**Utility Notes**

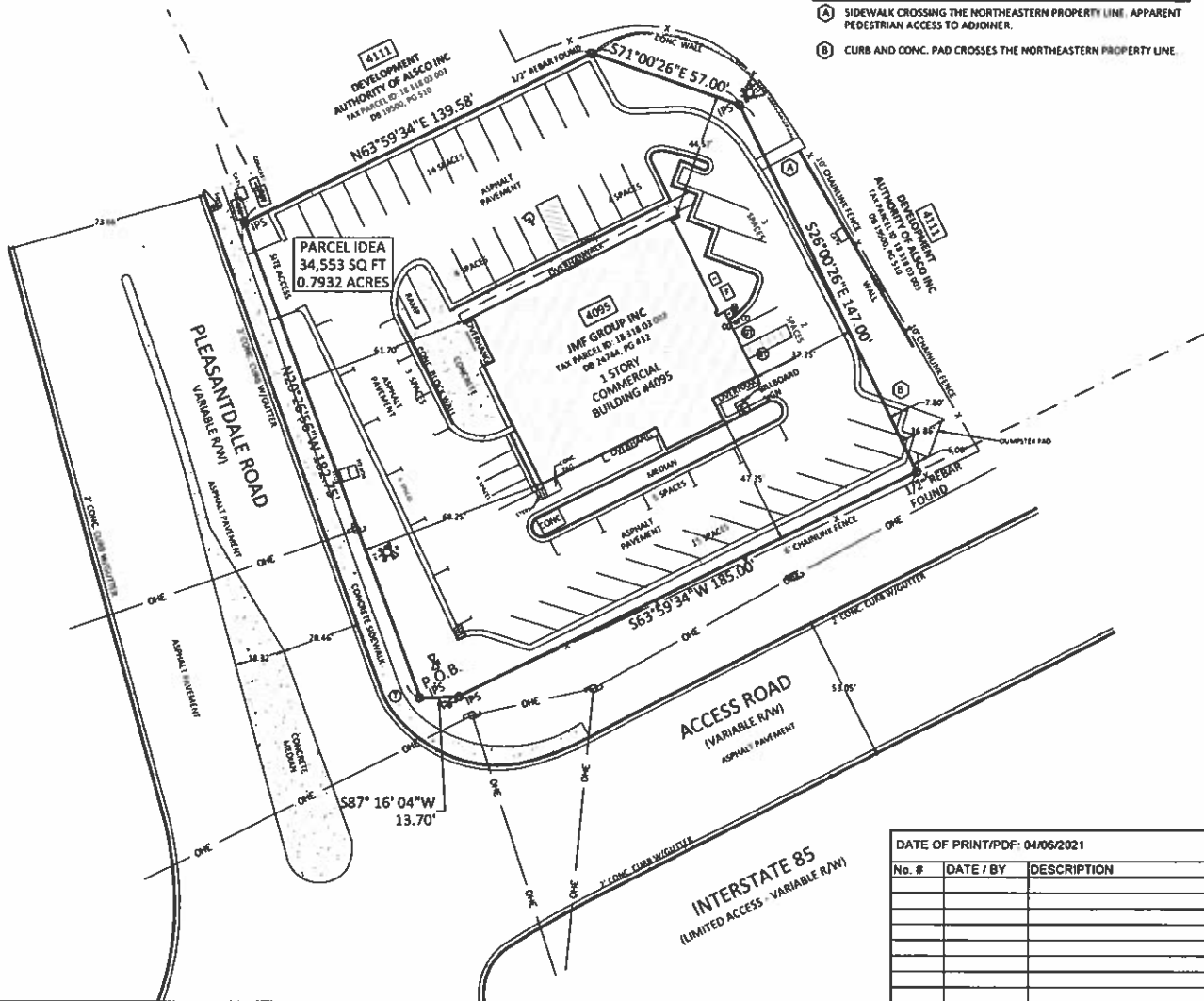
1. THE UTILITIES SHOWN HEREIN ARE BASED ON VISIBLE OBSERVATIONS
2. THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND OR ABOVE GROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. UNDERGROUND UTILITIES OBSERVED OR LOCATED MAY EXIST ON THIS SITE THAT ARE NOT SHOWN OR DEPICTED, AND MAY BE FOUND UPON FURTHER EXAMINATION OR EXCAVATION. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN OR DEPICTED ARE IN THE EXACT LOCATION AS INDICATED HOWEVER THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE AND TO THE BEST OF THE SURVEYORS ABILITY.
3. AT VARIOUS SANITARY OR STORM SEWER STRUCTURES SHOWN HEREIN, THERE MAY BE ADDITIONAL LINES (PUBLIC OR PRIVATE) ENTERING OR EXISTING THE STRUCTURE THAT MAY NOT BE IDENTIFIED.

**Map or Plat and Survey References**

1. PLAT OF SURVEY PREPARED FOR MYUNG SOO KIM AND THE SUMMIT NATIONAL BANK BY McCLUNG SURVEYING, INC., BEARING THE SEAL AND CERTIFICATION OF PERRY E. McCLUNG, GRLS No. 1543, DATED DECEMBER 14, 1995.

**Map or Plat Closure Statement & Notes**

1. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 541,463 FEET.
2. ALL DISTANCES SHOWN HEREIN ARE HORIZONTAL, GROUND DISTANCES.
3. UNLESS OTHERWISE NOTED ON THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED, ALL PROPERTY CORNERS IDENTIFIED AS SET, ARE SET WITH A 1/2" REBAR (8# REBAR) BEARING A PLASTIC CAP STAMPED WITH THE SURVEYORS REGISTRATION / LICENSE NUMBER.
4. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A HORIZONTAL DATUM OF GEORGIA STATE PLANE, WEST ZONE (NAD83).
5. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED WITHIN TITLE BLOCK AND/OR SURVEYORS CERTIFICATION. SURVEYOR MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION SHOWN HEREIN, EXTENDED BEYOND THOSE NAMED DIRECTLY.
6. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED WITH REVIEW OF AN ABSTRACT OF TITLE. ITEMS PERTAINING TO TITLE SUCH AS EASEMENTS, ZONING, ZONING CONDITIONS AND OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD HOWEVER MAY NOT BE SHOWN OR DEPICTED HEREIN.



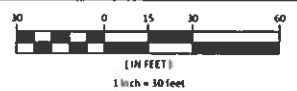
THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT



**Symbols & Abbreviations**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>PP POWERPOLE</li> <li>GUY WIRE</li> <li>LIGHT POLE</li> <li>STREET LIGHT POLE</li> <li>ELEC. TRANSFORMER</li> <li>OHE - OVERHEAD ELECTRIC</li> <li>WATER VALVE</li> <li>WATER METER</li> <li>FIRE HYDRANT</li> <li>SS - SANITARY SEWER PIPING</li> <li>SEWER MANHOLE</li> <li>CLEAN OUT</li> <li>SD - STORM DRAIN PIPING</li> <li>SD - STORM DRAIN MANHOLE</li> <li>STORM INLET</li> <li>CI - CURB INLET</li> <li>DI - DROP INLET</li> <li>FENCE LINE</li> <li>SW SIDEWALK</li> <li>TREE</li> <li>TEMPORARY BENCH MARK</li> </ul> | <ul style="list-style-type: none"> <li>(R) RECORD DATA</li> <li>(M) MEASURED DATA</li> <li>(C) CALCULATED DATA</li> <li>R/W RIGHT OF WAY</li> <li>BSL BLOSSOM TRACK LINE</li> <li>BC BACK OF CURB</li> <li>EP EDGE OF PAVEMENT</li> <li>EC EDGE OF CONCRETE</li> <li>P PROPERTY LINE</li> <li>D.E. DRAINAGE EASEMENT</li> <li>L.E. LANDSCAPE EASEMENT</li> <li>S.S.E. SANITARY SEWER EASEMENT</li> <li>IPS IRON PIN SET</li> <li>RFB REBAR FOUND</li> <li>CTP CRIMP TOP PIPE</li> <li>OTP OPEN TOP PIPE</li> <li>P.O.C. POINT OF COMMENCEMENT</li> <li>P.O.B. POINT OF BEGINNING</li> <li>IRON PIN FOUND</li> <li>IRON PIN SET</li> <li>P.K. NAIL FOUND</li> <li>P.K. NAIL SET</li> <li>FND X MARK / SCRIBE</li> <li>SET X MARK / SCRIBE</li> </ul> |
|--|---|

**Graphic Scale**



**Map or Plat Certification**

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

Full hereon, the undersigned surveyor certifies that: IN ANY OPINION, THIS DRAWING WAS PREPARED IN CONFORMITY WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. 19-6-67.

PRESENTED BEFORE ME THIS 04th DAY OF APRIL IN THE YEAR OF 2021

*Michael R. Shepherd*  
 MICHAEL R. SHEPHERD, GA PLS No. 3349

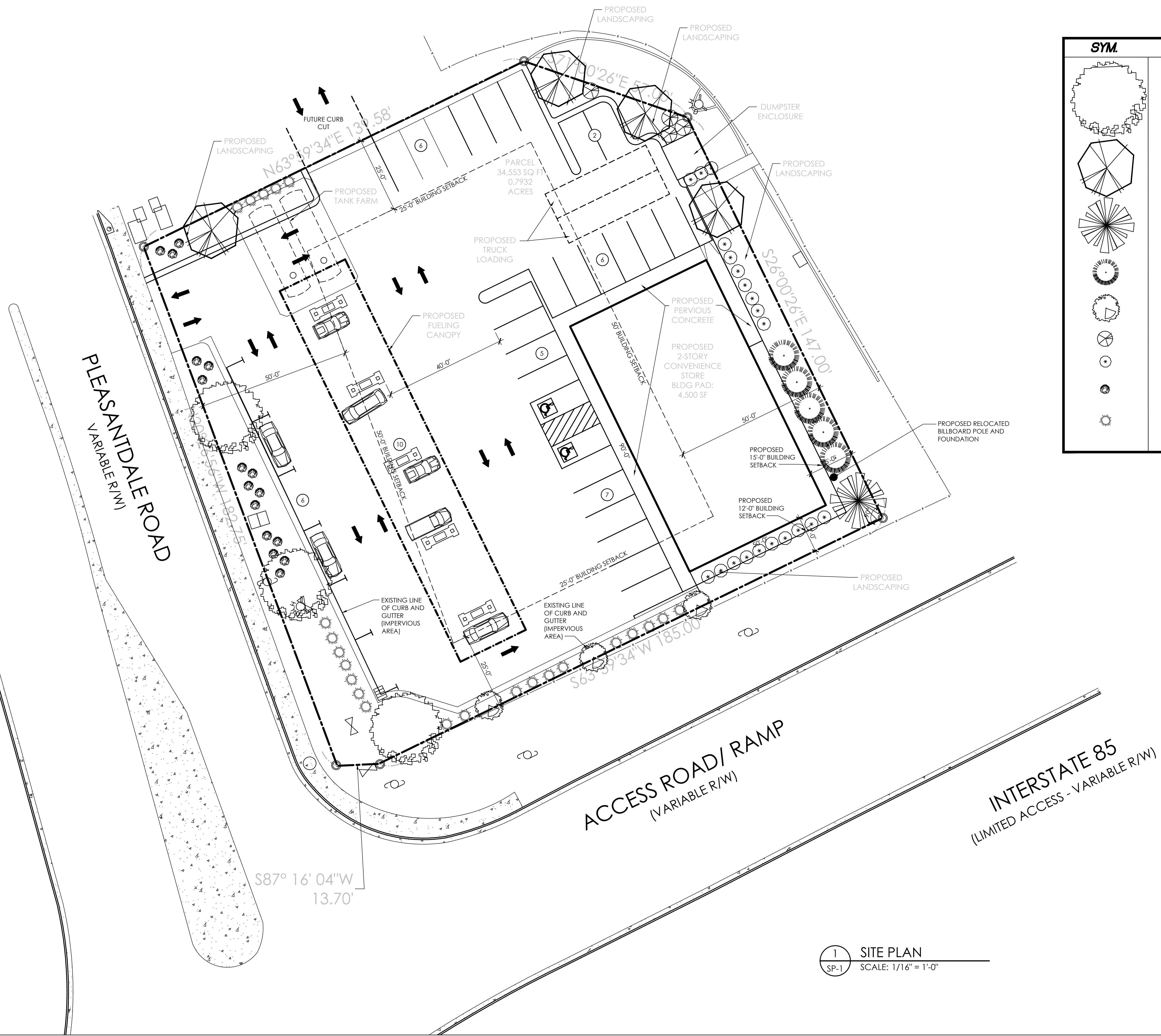
DATE OF PRINT/PDF: 04/06/2021		
No. #	DATE / BY	DESCRIPTION







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**PLANT CHART**

SYM.	PLANT TYPE
	CANOPY TREE
	MEDIUM TREE
	SMALL EVERGREEN TREE
	LARGE EVERGREEN SHRUB
	FLOWERING TREE
	ORNAMENTAL GRASS
	EVERGREEN SHRUB
	FLOWERING SHRUB
	LOW EVERGREEN SHRUB

ARCHITECT OF RECORD:  
 THOMAS E. MORGAN, JR.  
 ARCHITECT  
 423 FISCHER TRAIL  
 ELLIJAY, GEORGIA 30540

SEAL:

**MRP**  
 DESIGN GROUP  
 3450 Acworth Due West Road  
 Building 100, Suite 120  
 Kennesaw, Georgia 30144  
 P: 770-917-9172  
 F: 770-917-9470  
 www.mrpdesign.com

PRELIMINARY  
 NOT RELEASED FOR  
 CONSTRUCTION

ISSUES / REVISIONS:

DATE	DESCRIPTION
04.07.21	PRELIMINARY DESIGN

DRAWN BY:  
 CHKD BY:

PROJECT DESCRIPTION:  
 PROPOSED TWO STORY  
 CONVENIENCE STORE

PROJECT TITLE:

**C-STORE /  
 RETAIL SPACE**  
 4095 Pleasantdale Rd  
 Doraville, GA 30340

SHEET TITLE:

PROPOSED  
 CONCEPTUAL  
 LANDSCAPE PLAN

PROJECT NO: 21035

**LS-1**

1 SITE PLAN  
 SP-1 SCALE: 1/16" = 1'-0"



**NOTARIZED AUTHORIZATION OF PROPERTY LANDOWNER**

I, JMF GROUP, INC., Attn: Pu C. Chang SWEAR THAT I AM THE **PROPERTY LANDOWNER**  
Printed owner(s) name

OF SUBJECT PROPERTY: 4095 Pleasantdale Road, Doraville, Georgia 30340

WITH PARCEL ID NO.: 18-318-03-007

AS SHOWN IN THE RECORDS OF DEKALB COUNTY, GEORGIA WHICH IS THE SUBJECT MATTER OF THE ATTACHED APPLICATION. I AUTHORIZE THE PERSON NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION. I ALSO HEREBY AUTHORIZE CITY STAFF TO INSPECT PREMISES OF ABOVE DESCRIBED PROPERTY.

**NAME OF APPLICANT (PRINT CLEARLY):**

NAVEED MASOOD

ADDRESS: 4260 Woodward Walk Lane, Suwanee, Georgia 30024

TELEPHONE: 404.274.1377 EMAIL: djv@hotmail.com

Personally Appeared  
Before Me

Pu C. Chang

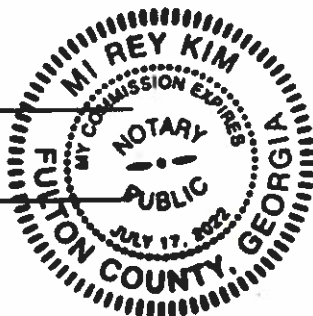
Print Name

[Signature]  
Signature of Property Landowner  
JMF GROUP, INC., Attn: Pu C. Chang  
Print Name of Property Landowner

Who Swears That The Information Contained  
In this Authorization Is True and Correct  
To The Best of His or Her Knowledge and Belief.

[Signature]  
Signature of Notary Public

4/8/21  
Date



DATE RECEIVED

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A. Ch 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application? Yes \_\_\_\_\_ No X

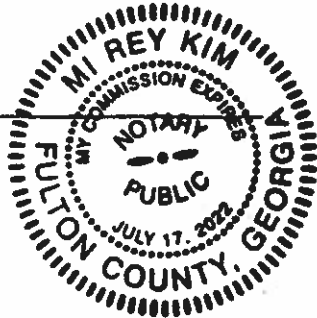
If the answer is Yes, you must provide written disclosure with the governing authority of the City of Doraville showing:

1. The name and official position of the local government official to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and date of each such contribution.

*Myungja* 4/8/21  
 NOTARY DATE

My Kim  
 Notary Name Printed

7/17/21  
 EXPIRATION DATE / SEAL



*[Signature]*  
 SIGNATURE OF APPLICANT DATE

JMF GROUP, INC., Attn: Pu C. Chang  
 Applicant Name Printed

Check One: Owner  Applicant/Agent \_\_\_\_\_

**Subject Property Street Address:**

4095 Pleasantdale Road, Doraville, Georgia 30340

**Application #:** \_\_\_\_\_

DATE RECEIVED

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

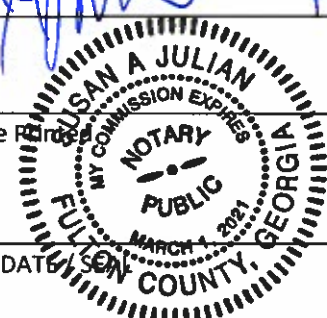
In accordance with the Conflict of Interest in Zoning Act, O.C.G.A. Ch 36-67A, the following questions must be answered:

Have you the applicant made \$250 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 the City of Doraville showing:

1. The name and official position of the local government official to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and date of each such contribution.

[Signature] 1-8-21  
 NOTARY DATE  
 Notary Name [Signature]  
 EXPIRATION DATE [Signature]



[Signature] 1-8-21  
 SIGNATURE OF APPLICANT DATE  
 Naveed Masood  
 Applicant Name Printed  
 Check One: Owner  Applicant/Agent

**Subject Property Street Address:**

4095 Pleasantdale Road, Doraville, Georgia 30340





- ☰
- 🔍
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- 📄
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- 📶



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- 3D
- 📍





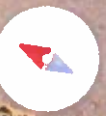
Pleasantdale Rd







Pleasantdale Rd





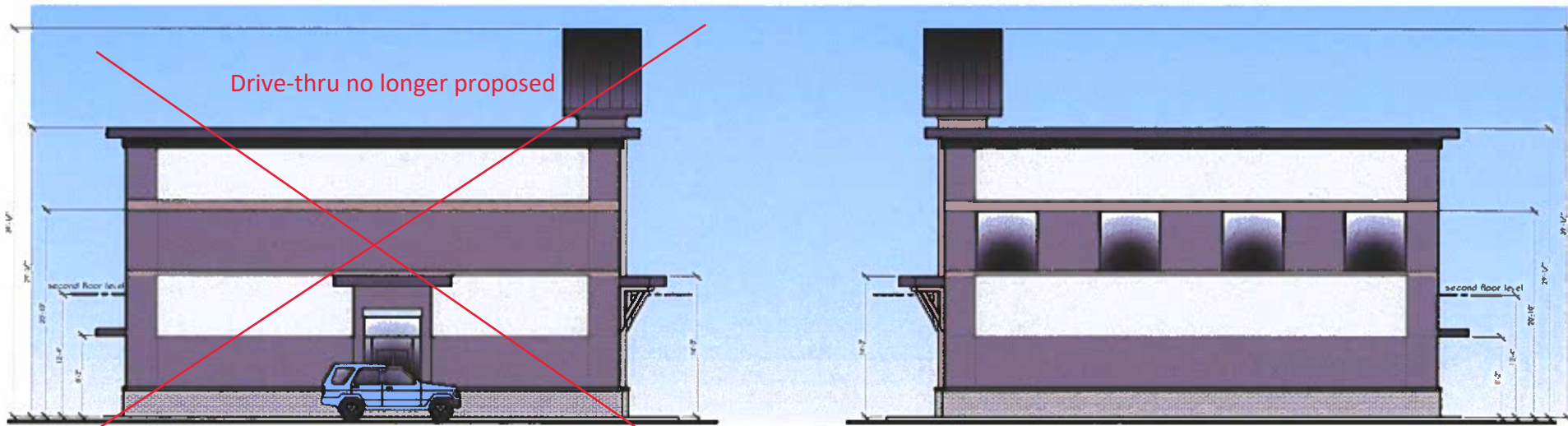
Proposed Front Elevation  
 SCALE: 1/4" = 1'-0"



3450 Acworth Due West Road  
 Building 100, Suite 120  
 Kennesaw, Georgia 30144  
 P. 770-917-9172  
 F. 770-917-9470  
 www.mrpdesign.com

Proposed  
 Convenience Store  
 Pleasantdale Road  
 Doraville, GA





1 Proposed Left Side Elevation  
SCALE: 1/4" = 1'-0"

2 Proposed Right Side Elevation  
SCALE: 1/4" = 1'-0"



3 Proposed Rear Elevation  
SCALE: 1/4" = 1'-0"

**MRP**  
**DESIGN GROUP**  
 3450 Acworth Due West Road  
 Building 100, Suite 120  
 Kennesaw, Georgia 30144  
 P. 770-917-9172  
 F. 770-917-9470  
 www.mrpdesign.com

**Proposed  
 Convenience Store  
 Pleasantdale Road  
 Doraville, GA**



## Environmental Information & Documentation

# **Georgia Environmental Protection Division**

## **Gas Station Safety Regulations**

### **Gas Stations**

Gasoline Vapor Recovery is the system used to capture vehicle refueling emissions transporting the vapor back to the tank and collecting them during fuel delivery to the gasoline dispensing facility. The system recovers at least 95% of the emissions at gasoline dispensing facilities during gasoline drops.

Fumes from gasoline contribute to ground level ozone pollution and may contain carcinogens. The Enhanced Vapor Recovery (EVR) process limits the amount of fumes and toxic compounds emitted into the air. In some areas of Georgia, you are required to install EVR Stage I systems. Please see individual pages regarding gasoline vapor recovery as it applies to the following:

#### **Enhanced Stage I Vapor Recovery**

- [Georgia Air Quality Rule 391-3-1-.02\(2\)\(rr\)](#)

Enhanced Vapor Recovery (EVR) is a gasoline vapor recovery system which recovers at least 98% of the emissions at gasoline dispensing facilities during gas drops. It is a new generation of equipment that meet stricter standards and control emissions at gasoline dispensing facilities. The system collects gasoline vapors that would otherwise escape into the air during bulk fuel delivery or fuel storage.

#### **National Emission Standards for Hazardous Air Pollutants (NESHAP)**

- [EPA GDF Rule CCCCCC](#)

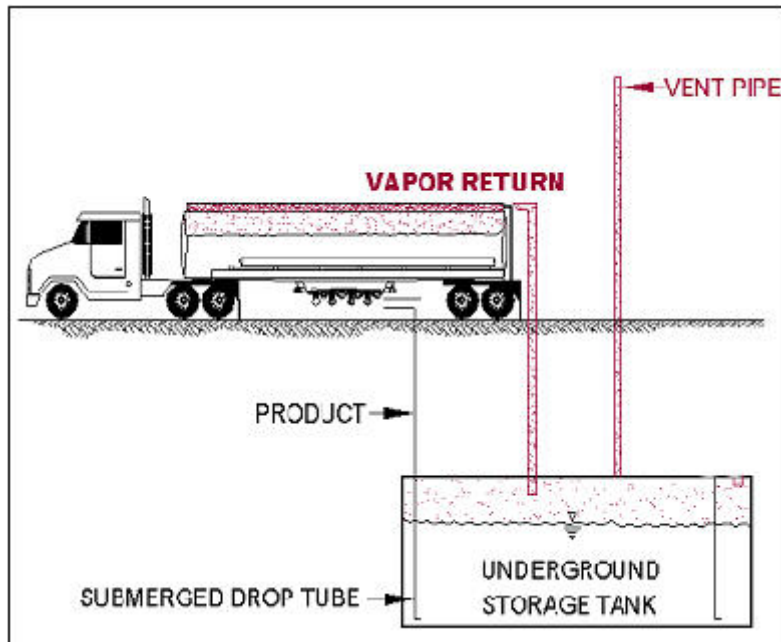
EPA has new requirements to reduce air pollution from gasoline dispensing facilities (GDF).

#### **What about EPD inspections?**

The Environmental Protection Division (EPD) periodically will conduct unannounced inspections to ensure that your EVR was properly installed and tested and is being maintained correctly.

Vapor Recovery limits the amount of fumes and toxic compounds emitted into the air.

### The Stage I Vapor Recovery System



### Components of a Stage I System

- A drop tube as recommended by the system manufacturer that is within 6 inches from the bottom of the tank
- Tank vents at least 12 feet high from the ground with an approved pressure/vacuum vent valve
- A drain valve for the spill bucket
- Poppeted Vapor Adaptor

Contact Environmental Engineer:

**Bassey Udosen**

Primary:

[\(404\) 363-7028](tel:(404)363-7028)

Fax:

[\(404\) 362-2534](tel:(404)362-2534)

[Bassey.Udosen@dnr.ga.gov](mailto:Bassey.Udosen@dnr.ga.gov)



# MECO

ATLANTA

Your full line petroleum and industrial equipment supplier

April 8, 2021

Subject: Underground Tank, Piping & Installation General Specifications

1. Underground Tanks to be Double Wall Fiberglass manufactured by either Metal Products of Suwanee, Ga or Modern Welding of Augusta, Ga
2. Piping to be double wall manufactured by OPW Fueling Components
3. Tank and Dispenser Containment Sumps to be installed at Submerged Pumps and all Dispensers.
4. Prior to tanks and piping being backfilled, air test to be performed to confirm system is not compromised.
5. Veeder-Root Tank Monitoring system to be installed to monitor product in the underground storage tanks.
6. Entire fueling system will be submitted to the State Fire Marshall for approval prior to work commencing.
7. Prior to putting system in service, the tanks and piping will receive a precision tank and line test as required by the State.
8. All equipment and labor to meet the Ga EPD requirements.
9. Prior to opening, State Fire Marshall must give final approval.

**Summary of new Federal and State requirements incorporated into the Georgia Rules for Underground Storage Tank Management, Chapter 391-3-15, effective December 15, 2017**

2015 UST Regulation Requirement <sup>1</sup>	2015 Regulation Implementation Timeframe <sup>2</sup>	GA Rule 391-3-15 Implementation Timeframe	Additional Information
Flow restrictors (ball float valve) in vent lines may no longer be used to meet the overfill prevention requirement at new installations and when an existing flow restrictor needs replacement.	October 13, 2015	December 15, 2017	Automatic shutoff devices (flapper valves) or overfill alarms must be used at new installs and when ball float replacement is needed.
Test secondary containment following repair Test or inspect spill/overfill equipment following a repair	October 13, 2015	December 15, 2017	
Closure of internally lined tanks that fail the internal lining inspection and cannot be repaired according to a code of practice	October 13, 2015	December 15, 2017	
For airport hydrant fuel distribution systems and UST systems with field-constructed tanks: <ul style="list-style-type: none"> <li>• Notification and financial responsibility</li> <li>• Release reporting</li> <li>• Closure</li> </ul>	October 13, 2015	December 15, 2017	
Demonstrating compatibility for systems with greater than 10% ethanol or greater than 20% biodiesel	October 13, 2015	December 15, 2017	
Notification of ownership changes	October 13, 2015	February 18, 1990	Original Rule 391-3-15-.05 – “UST Systems: Design, Construction, Installation and Notification” adopted January 29, 1990; effective date of February 18, 1990.
Secondary Containment and interstitial monitoring for new and replaced tank/piping	April 11, 2016	April 7, 2008	Georgia Rule 391-3-15-.07 – “Release Detection” amended Mar. 18, 2008; effective date Apr. 7, 2008 to satisfy requirements of the federal Energy Policy Act of 2005.
Under-dispenser containment for new dispenser systems	April 11, 2016	April 7, 2008	
Operator training	October 13, 2015	August 8, 2012	Georgia Rule 391-3-15-.16 – “Operator Responsibilities, Training and Examinations” adopted Aug. 28, 2009; effective date of Rule Sept. 17, 2009. Effective date of Georgia operator training requirement August 8, 2012. Adopted to satisfy requirements of federal Energy Policy Act of 2005.

<sup>1</sup> Code of Federal Regulations 40 CFR Part 280, effective date of October 31, 2015.

<sup>2</sup> The Federal implementation timeframe is provided for comparison purposes only. The Rule 391-3-15 Implementation Timeframe is applicable to UST systems in Georgia.

**Summary of new Federal and State requirements incorporated into the Georgia Rules for Underground Storage Tank Management, Chapter 391-3-15, effective December 15, 2017**

<b>2015 UST Regulation Requirement<sup>1</sup></b>	<b>2015 Regulation Implementation Timeframe<sup>2</sup></b>	<b>GA Rule 391-3-15 Implementation Timeframe</b>	<b>Additional Information</b>
Site Assessment records for groundwater and vapor monitoring	<b>October 13, 2018</b>	<b>December 15, 2020</b>	
For previously deferred UST systems: <ul style="list-style-type: none"> <li>Release detection for UST systems that store fuel solely for use by emergency power generators</li> <li>Subpart K for airport hydrant fuel distribution systems and UST systems with field constructed tanks</li> </ul>	<i>New System:</i> <b>Oct 13, 2015</b> <i>Existing System:</i> <b>Oct 15, 2018</b>	<i>New System:</i> <b>Dec. 15, 2017</b> <i>Existing System:</i> <b>Dec 15, 2020</b>	
Spill prevention equipment testing	<i>New System:</i> <b>Oct 13, 2015</b> <i>Existing System:</i> <b>Oct 15, 2018</b>	<i>New System:</i> <b>Dec. 15, 2017</b> <i>Existing System:</i> <b>Dec 15, 2020</b>	Frequency of once every three (3) years.
Containment sump testing for sumps used for piping interstitial monitoring			
Overfill prevention equipment inspections			
Release detection equipment testing	<b>October 13, 2018</b>	<b>December 15, 2020</b>	Frequency of once per year.
Walkthrough Inspections: <i>Once every 30 days:</i> <ul style="list-style-type: none"> <li>Spill Prevention equipment inspection</li> <li>Release detection equipment inspection</li> </ul> <i>Annually:</i> <ul style="list-style-type: none"> <li>Containment sump inspection</li> <li>Handheld release detection equipment inspection (e.g., gauge sticks, bailers)</li> </ul>	<b>October 13, 2018</b>	<b>December 15, 2020</b>	

<b>Additional State-Specific Requirements</b>	<b>GA Rule 391-3-15 Implementation Timeframe</b>	<b>Additional Information</b>
All records shall be maintained for a minimum period of thirty-six (36) months, unless a longer period is specified in 40 CFR 280.	<b>December 15, 2017</b>	
Annual Tank Registration must be completed by December 31 <sup>st</sup> of each year.	<b>December 15, 2017</b>	Extended deadline from September 1 to December 31 <sup>st</sup> of each year.

<sup>1</sup> Code of Federal Regulations 40 CFR Part 280, effective date of October 31, 2015.

<sup>2</sup> The Federal implementation timeframe is provided for comparison purposes only. The Rule 391-3-15 Implementation Timeframe is applicable to UST systems in Georgia.

Summary of new Federal and State requirements incorporated into the Georgia Rules for Underground Storage Tank Management, Chapter 391-3-15, effective December 15, 2017

**Spill Prevention Equipment and Containment Sump Testing Details (once every 3 years)**

*For existing systems, the first test must be conducted by December 15, 2020<sup>3</sup>. GA Rule 391-3-15-.06; 40 CFR 280.35.*

- The spill prevention equipment and containment sumps used for interstitial monitoring of piping are tested to ensure the equipment is liquid tight by using vacuum, pressure, or liquid testing, or
- The equipment is double walled and interstitial monitoring is performed monthly.

**Overfill Prevention Equipment Inspections Details (once every 3 years)**

*For existing systems, first test must be conducted by December 15, 2020<sup>3</sup>. GA Rule 391-3-15-.06; 40 CFR 280.35.*

- At a minimum, the inspection must ensure that overfill prevention equipment is set to activate at the correct level specified in §280.20(c) and will activate when regulated substance reaches that level.

**Release Detection Equipment Testing Details (once per year)**

*For existing systems, first test must be conducted by December 15, 2020. GA Rule 391-3-15-.07; 40 CFR 280.40.*

Release detection equipment testing must cover the following components:

- Automatic tank gauge and other controllers: test alarm; verify system configuration; test battery backup;
- Probes and sensors: inspect for residual buildup; ensure floats move freely; ensure shaft is not damaged; ensure cables are free of kinks and breaks; test alarm operability and communication with controller;
- Automatic line leak detector: test operation to meet criteria in §280.44(a) by simulating a leak;
- Vacuum pumps and pressure gauges: ensure proper communication with sensors and controller; and
- Hand-held electronic sampling equipment associated with groundwater and vapor monitoring: ensure proper operation.

**Walkthrough Inspection Details**

*First inspection must be conducted by December 15, 2020. GA Rule 391-3-15-.06; 40 CFR 280.36.*

**Once every 30 Days** (or if deliveries occur more often than every 30 days, check prior to each delivery):

- Spill prevention equipment – visually check for damage; remove liquid/debris; check for and remove obstructions in fill pipe; check fill cap to make sure it is securely on the fill pipe; and for double walled spill prevention equipment with interstitial monitoring, check for a leak in the interstitial area.
- Release detection equipment – check to make sure the release detection equipment is operating with no alarms or other unusual operating conditions present; and ensure records of release detection are reviewed and current.

**Annually:**

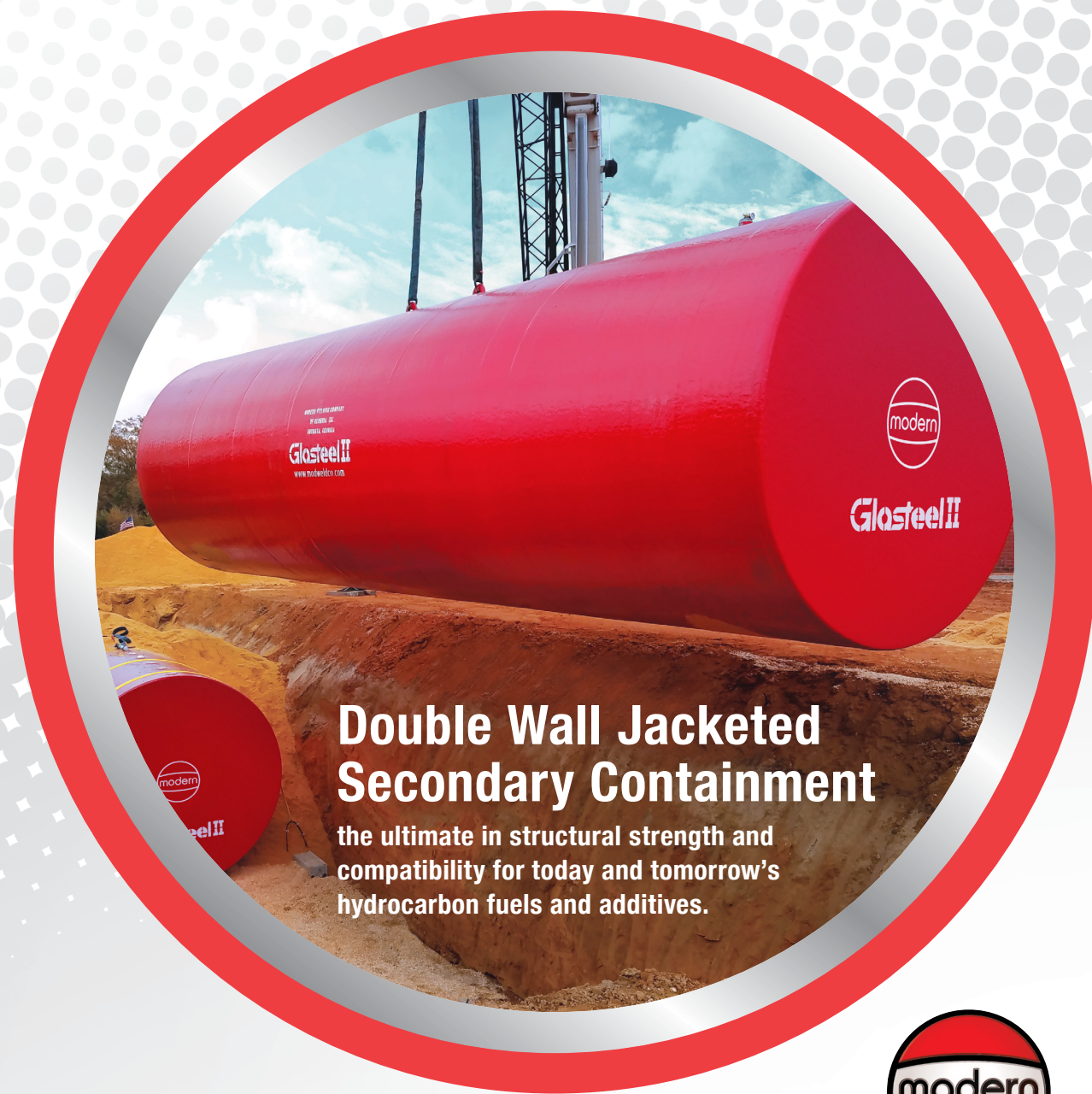
- Containment Sumps – visually check for damage, leaks to the containment area, or releases to the environment; remove liquid (in contained sumps) or debris; and, for double walled sumps with interstitial monitoring, check for a leak in the interstitial area.
- Hand held release detection equipment – check devices such as tank gauge sticks or groundwater bailers for operability and serviceability.

<sup>3</sup> UST systems installed on or after December 15, 2017 must meet these requirements at installation.



**Double Wall Tank**

# Glosteel II™



## Double Wall Jacketed Secondary Containment

the ultimate in structural strength and  
compatibility for today and tomorrow's  
hydrocarbon fuels and additives.



*Expect it from  
the Leader*

MODERN WELDING CO., INC

1 800 922 1932  
www.modweldco.com





**Ethanol Fuels.** Modern Welding Company has determined that shop fabricated “Steel” underground and aboveground storage tanks, when used for the storage of ethanol based fuels, have exhibited no long term detrimental structural or permeation issues. As with all fuels, Modern recommends that tank owners implement a maintenance program for all tanks and associated equipment, including monitoring and removing water that may accumulate within the tank. Petroleum Equipment Institute, Recommended Practice RP-900, Recommended Practices for the Inspection and Maintenance of UST Systems, is a good reference for establishing a program for inspecting and maintaining an underground

storage tank system. Steel tanks are made from ductile materials that bend but will not break, aiding in preventing catastrophic spills in the event of a breach. Oil refineries and bulk storage tank manufacturers utilize steel for vessels, piping and for the manufacturing and delivering of fuel across America. We know that protecting the environment is, and will continue to be, one of the hottest topics our industry faces during the coming decades. That’s why Modern Welding has designed GLASTEEL II™ to be the very finest double wall jacketed secondary contained tank available in the market today.

# GLASTEEL II™

## **DOUBLE THE QUALITY**

Modern Welding’s GLASTEEL II™ offers a UL 1746 listed secondary contained tank comprised of a strong UL 58 steel primary tank enclosed within a 360° FRP secondary containment wall. Product compatibility and structural strength are ensured by GLASTEEL II™’s steel inner tank. The FRP outer tank provides complete corrosion protection and **DOUBLES** the dependability as the secondary containment. Our design provides a minimum-clearance, free flowing 360° annular space. Modern’s GLASTEEL II™ underground storage tanks meet the EPA 40 CFR Subpart B, 280.20 for performance standards for new Underground Storage Tank Systems.

## **EXCEEDS TESTING CRITERIA**

A steel monitor access tube is welded liquid tight into the primary steel tank. The monitor access tube provides the annular space monitoring capabilities. The FRP double wall secondary containment exceeds all Underwriters Laboratory testing performance criteria and is a UL Listed Product.

## **DOUBLE COMPATIBILITY**

Fuels and fuel additives are changing around the world. Early additives were tetra ethyl lead, then MTBE’s now ethanol fuels... what is next? Is your storage tank ready? Modern’s GLASTEEL II™ UL listed steel primary tank offers broadest compatibility available with all fuels, including gasoline, jet fuel, diesel fuel, varying concentrations of methanol, ethanol, E-10, E-15, E-85, E-100 and kerosene.

## **COST EFFECTIVE**

Multiple compartment configurations provide the most cost-effective product storage, with one common secondary annular space monitor for all compartments.

# GLASTEEL II™

## SUPERIOR PERFORMANCE EASY INSTALLATION

- Cathodic protection, dielectric isolation not required.
- GLASTEEL II™ tanks still come with Modern Welding's 30-year limited warranty.
- Your GLASTEEL II™ tank, when completed, will be delivered on time. Cost saving regional delivery can also lower your freight charges.
- Simple low cost installation procedures require no special backfill aggregate procedures to maintain structural integrity.

Additionally, GLASTEEL II™ tanks are shipped to the jobsite with a vacuum established within the annular space. Once this vacuum is confirmed to meet the "Testing" criteria as established by the NFPA and referenced in our GLASTEEL II™ Installation Instructions, no additional air test is required prior to installation. This saves time and money for our clients.

- Protect against product leaks caused by delamination, leaching, blistering and cracking. For undisputed structural superiority and compatibility trust in Modern Welding Quality Steel Tanks.



Steel Primary Tank  
Annular Space for Monitoring  
FRP Secondary Jacketed Containment Tank

**An American Owned Corporation  
manufacturing quality steel products for the  
protection of today's environment.**

*Years of Quality – Expect it from the leader*

# GLASTEEL II



MODERN WELDING CO., INC

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Modern Welding designs and manufactures GLASTEEL II™ tanks to the highest standards in the industry, producing the finest double wall secondary containment tank available today. To maintain these standards Modern Welding recommends a "Maintenance Program" be adopted for all tanks. The EPA, PEI and API recommend that all types of fuel storage tanks, regardless of materials used for construction, be subjected to regular scheduled maintenance. Listed below are publications containing recommended practices and procedures for the proper maintenance of storage tank systems. Protecting the environment is, and will continue to be, one of the industry's greatest challenges during the coming decades.

Publications:

- API Recommended Practice 1621, Bulk Liquid Stock Control at Retail Outlets.
- API Recommended Practice 2610, Design, Construction, Operation, Maintenance and Inspection of Terminal and Tank Facilities
- EPA's "Operating and Maintaining Underground Storage Tank Systems."
- ASTM Standard D6469, Standard Guide for Microbial Contamination in Fuels and Fuel Systems
- PEI, RP-900, Recommended Practices for the Inspection and Maintenance of UST Systems.

*Please join Modern Welding in doing your part to adhere to a proper maintenance program.*

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MODERN WELDING Co., INC

# Glosteel II™

*The ultimate in structural strength and compatibility for today and tomorrow's hydrocarbon fuels and additives*



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** Action Item

**AGENDA SECTION:** UNFINISHED BUSINESS

**SUBJECT:** Z-21-09 City-initiated rezoning of properties north of Assembly from C-2 to T-5. (Second Read)  
Presented by Senior Planner Austin Shelton

**SUGGESTED ACTION:**

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**ATTACHMENTS:**  
[Z-21-09 - CC Packet.pdf](#)

# Z-21-09

**ADDRESS:** Various (full parcel list attached)

**APPLICANT:** City of Doraville

**REQUEST:** The City seeks to rezone various properties on Motors Industrial Way and Peachtree Industrial Boulevard from C-2 (General Business) to T-5 (Urban Center).

**MEMORANDUM**

**TO:** City Council  
**FROM:** Austin Shelton, Senior Planner  
**SUBJECT:** **Z-21-09: Rezoning of Properties on Motors Industrial Way + Peachtree Industrial Blvd**  
**Parcel ID #: Various (parcel list is attached)**  
**DATE:** July 21, 2021 City Council Meeting

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**PROPOSAL**

The City of Doraville seeks to rezone properties on Motors Industrial Way and Peachtree Industrial Boulevard in order to support the zoning and land uses recommended in the *2017-2037 Doraville Comprehensive Plan*. Properties are proposed to be rezoned from [C-2 \(General Business\)](#) to T-5 (Urban Center), a mixed use zoning district that is part of the City of Doraville’s form-based code, the [Livable Community Code \(LCC\)](#). The map below displays the existing and zoning:



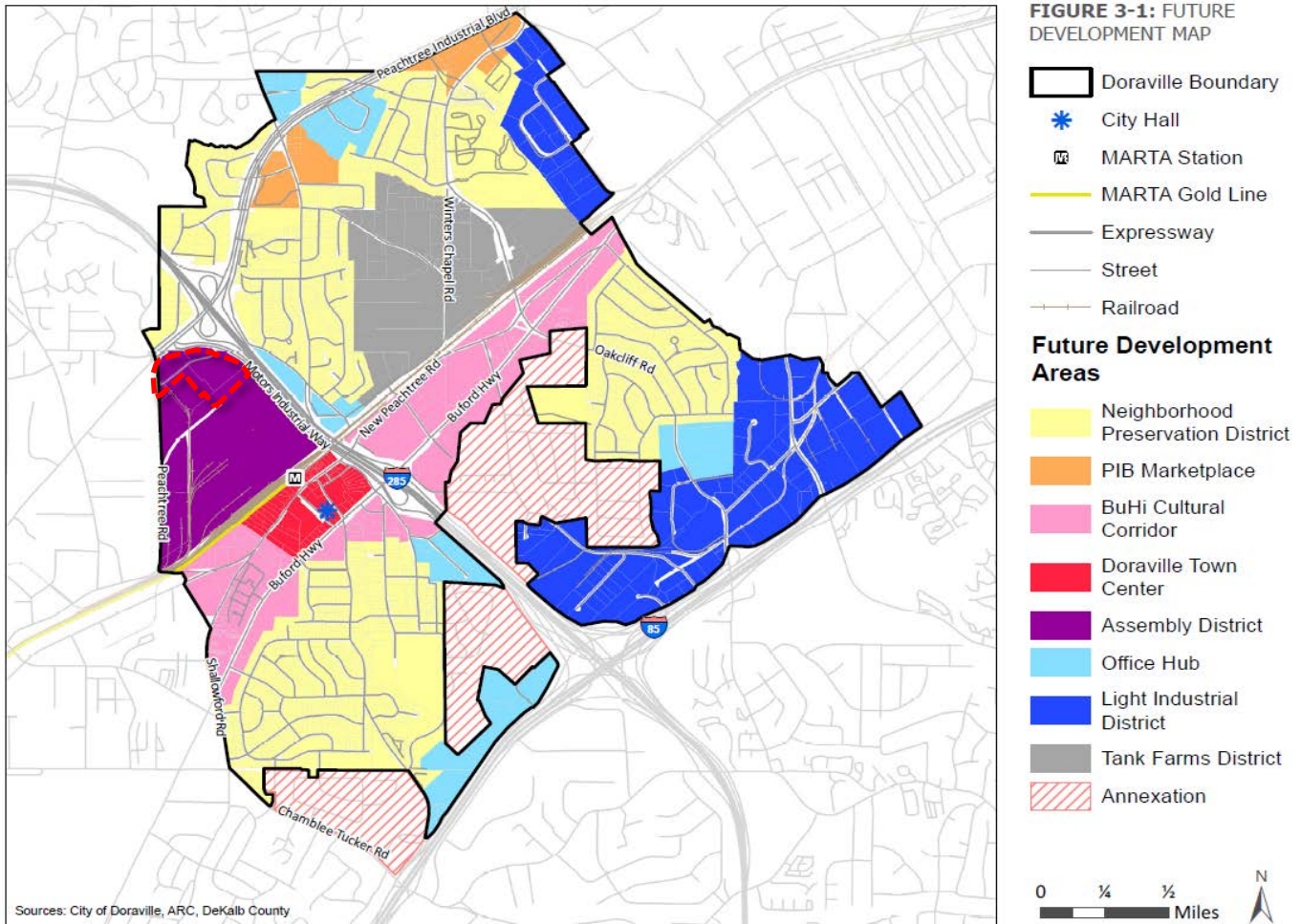
**Existing Zoning: C-2 (Dark Red)**

**BACKGROUND**

The *2017-2037 Doraville Comprehensive Plan* was adopted in 2016 after an involved public planning process. The final plan was a product of significant community input over the course of a year of engagement and dialogue.

In the Future Development Map created as part of the Comprehensive Plan, this area is in the “Assembly District” future land use. The Assembly District is the site of the former General Motors assembly plant, and the surrounding commercial and industrial properties. The goal of the district is to transform the area into a dense, walkable, mixed-use district, centered on the site of the former auto plant, but connecting to the MARTA station, downtown Doraville, and other adjacent areas of the city.





Future Development Map, with the area proposed to be rezoned outlined in red.

**PUBLIC ENGAGEMENT**

City staff engaged property owners that would be affected by this rezoning extensively ahead of time.

- Calls and emails sent to affected property owners to alert them of the rezoning.
- Virtual meeting held on April 23 to discuss the impacted area and implications for existing businesses.
- A presentation before the Planning Commission at the May 2021 meeting.

**FINDINGS OF FACT**

**Property Location**

The subject properties are located on Motors Industrial Way and Peachtree Industrial Boulevard, near the western border of the City. They are located in Land Lot 322, in the 18th District of DeKalb County. They are also located in Doraville City Council District 2.

The area is on the west end of Doraville, due south of the interchange of Interstate 285 and Peachtree Industrial Boulevard, and near the City limits of Chamblee. See the attached parcel list and map for a full list of properties affected.

**Property Characteristics**

This rezoning includes three (3) parcels. All three subject properties are developed. All the properties operate as commercial uses, including an automobile dealership and a large household goods retail store and warehouse. All three have substantial parking allocations.

The structures on the properties are made from a variety of materials, including glass, stucco, concrete, metal and concrete masonry. One property is almost entirely surface parking, and serves as a storage lot for automobile inventory.

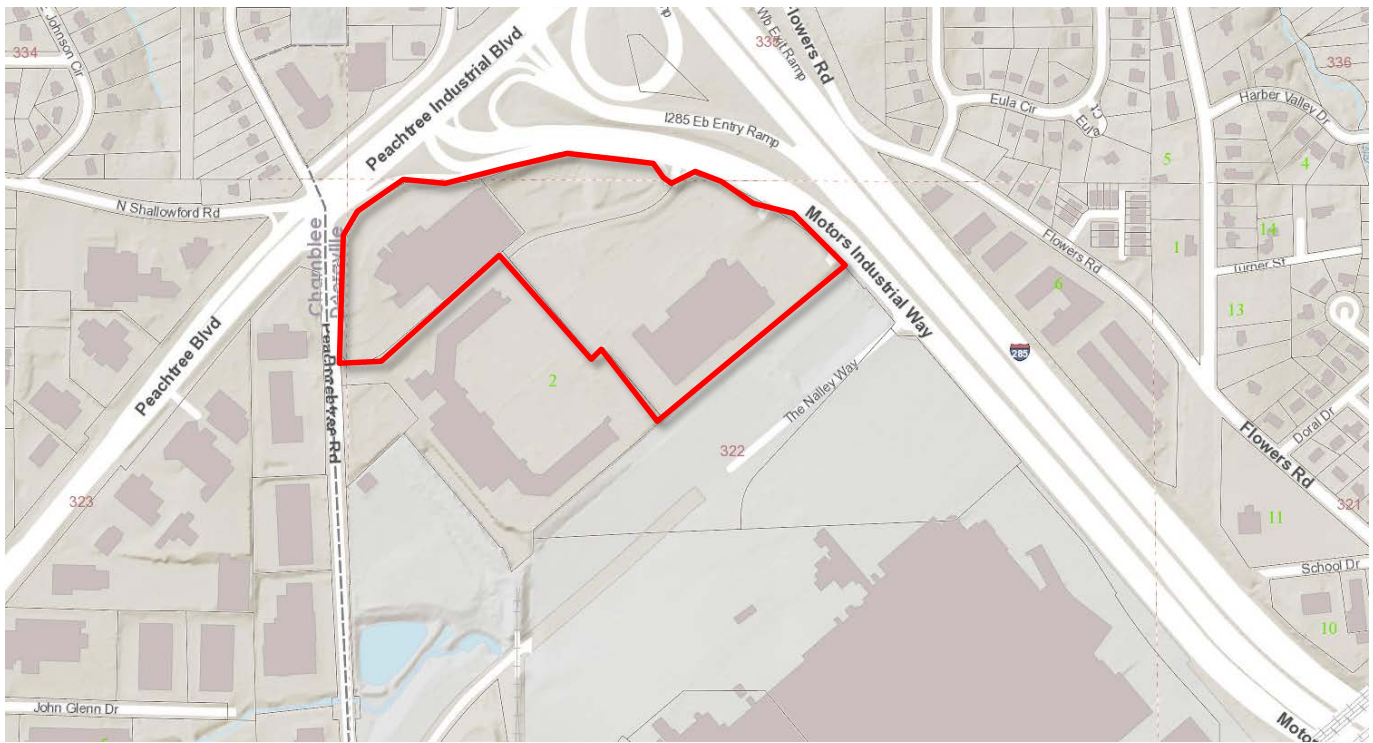
**Characteristics of Adjoining Properties**

**North** – The interchange of I-285 and Peachtree Industrial Boulevard

**East** – Motors Industrial Way and Interstate 285. Beyond that are commercial properties zoned O-I (Office-Institutional) and O-W (Office-Warehouse).

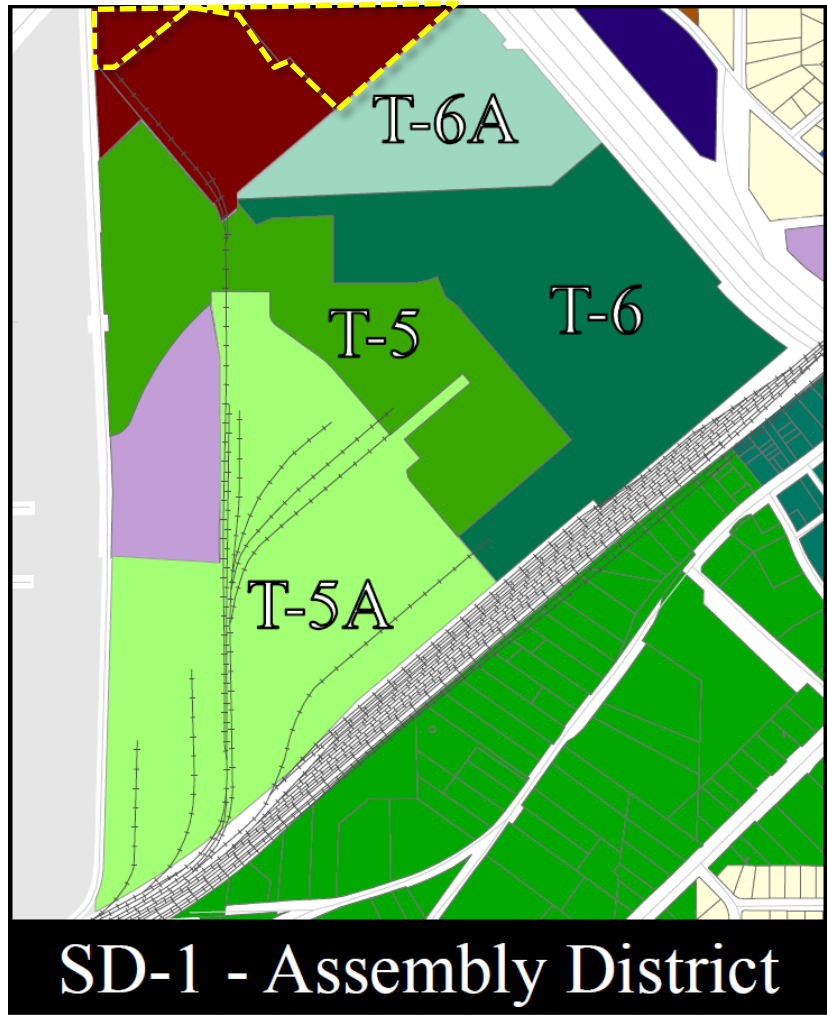
**South** – The Assembly site.

**West** – Peachtree Road. Beyond that, other commercial and industrial properties located in Chamblee.



**Overview of the adjoining properties. Subject properties outlines in red.**





Zoning districts in Assembly (SD-1). Subject property is outlined in yellow.

**Relevant Zoning Requirements**

**Site Requirements**

Requirement	C-2	T-5
Minimum Lot Area	30,000 sf	NA
Minimum Lot Width	30 ft	18 ft
Max Building Height	10 stories	6 stories

**Building Setbacks**

Requirement	C-2	T-5
Front Yard	25 ft	15 ft max
Side Yard	3 ft*	0 ft
Rear Yard	10 ft*	3 ft

\*Or more if required buffer exceeds minimum setback. No buffers required at the present time.

**ZONING REVIEW STANDARDS FOR CONSIDERATION:**

The Mayor, City Council, staff and appointed bodies shall, in deciding any rezoning application, consider the below listed standards governing the exercise of the zoning power whenever deliberating over any zoning proposal pursuant to this section:

**(1) The existing uses and zoning nearby;**

The existing uses on the subject parcels are entirely commercial / retail. Nearby properties are primarily commercial, mostly retail and auto-related uses. The Assembly site to the south permits a greater variety of uses, including office, manufacturing, and residential.

**(2) The extent to which property values are diminished by their particular zoning restriction;**

The current zoning precludes the use of anything except commercial (primarily retail) development. The requested zoning continues to permit commercial options by right, but also opens up more varied residential and office uses to the property owners.

**(3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals, or general welfare of the public;**

This rezoning will not damage property values. The current businesses provide valuable services to the community, and the proposed zoning would not disallow these uses.

**(4) The relative harm to the public as compared to the hardship imposed upon the individual property owner;**

There would be no harm to the general public with the rezoning, and the removal of the industrial zoning in the area removes a potential conflict of land uses. The property owners will not be denied most of the uses they currently enjoy, any tenants which maintain a valid business license will be permitted to remain regardless.

**(5) The suitability of the subject property for zoning proposed;**

The current zoning is not compatible with the land use and development goals in the *Doraville 2017-2037 Comprehensive Plan*. The future land use for this area recommends a more intense, mixed-use zoning. The proposed rezoning is a step towards supporting the recommendations in this plan.

**(6) The length of time the property has been vacant as zoned, considered in the context of land development of adjacent and nearby property;**

The properties are not vacant. The one property used as a surface parking lot provides an ancillary service to the neighboring business. The proposed zoning will continue to permit the sites as currently used, while also permitting more diversity of uses moving forward.

**(7) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

The subject property is located more or less in an island, surrounded on all sides by highways, major roads and railroad tracks. However, due to its proximity to the MARTA station and downtown Doraville, this section of the City has for years been envisioned as a dense, mixed use district.

**(8) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

The proposed zoning will not adversely affect the adjacent or nearby properties, most of which are already similarly zoned.

**(9) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;**

The property has a reasonable economic use as currently zoned.

**(10) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools;**

The proposed zoning opens up the possibility of redevelopment to more intense site plans. However, the surrounding streets and transportation facilities are more than capable of handling any increase as they currently stand.

**(11) Whether the zoning proposal is in conformity with the policy and intent of the land use plan;**

As previously discussed, the proposed rezoning of the subject properties is in conformity with the City's land use plan as identified in the *2017-2037 City of Doraville Comprehensive Plan*. The future land use for this area (Assembly District) recommends it be zoned for more intense, mixed-use development.

**(12) Whether there are other existing or changing conditions affecting the use and development of property which gives supporting grounds for either approval or disapproval of the zoning proposal;**

There are no other existing or changing conditions affecting the use and development of property.

**(13) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area or the community; and**

There are no negative effects to the use or function of these properties anticipated as a result of the proposed zoning. None of the existing properties is proposing redevelopment at this time, so the change in zoning would have little to no effect in the near future.

However, the immediate area currently is already composed of very heavy commercial and mixed-use properties, with many more planned or expected. As such, there are not likely to be any negative externalities in the future caused by the change of zoning on these parcels.

**(14) The impact of the proposed zoning change upon pedestrian and vehicular circulation and traffic and thoroughfare capacities and capabilities.**

Though much new development is expected to the south in the Assembly site, no redevelopment is anticipated on these subject properties in the near future as a result of this zoning action that would significantly impact traffic or circulation capacity.

**PLANNING COMMISSION RECOMMENDATION 06/02/2021: APPROVAL**

**STAFF RECOMMENDATION: APPROVAL**

# Z-21-09

# City-Initiated Rezoning

City Council Meeting  
July 21, 2021





Peachtree Road

Hennessy  
Lexus

Peachtree  
Pavilion  
(Z-21-05)

Brandsmart

Car Dealerships

Assembly

Motors Industrial Way  
I-285



# Z-21-09: Existing Zoning



R-1

RSFA

C-2

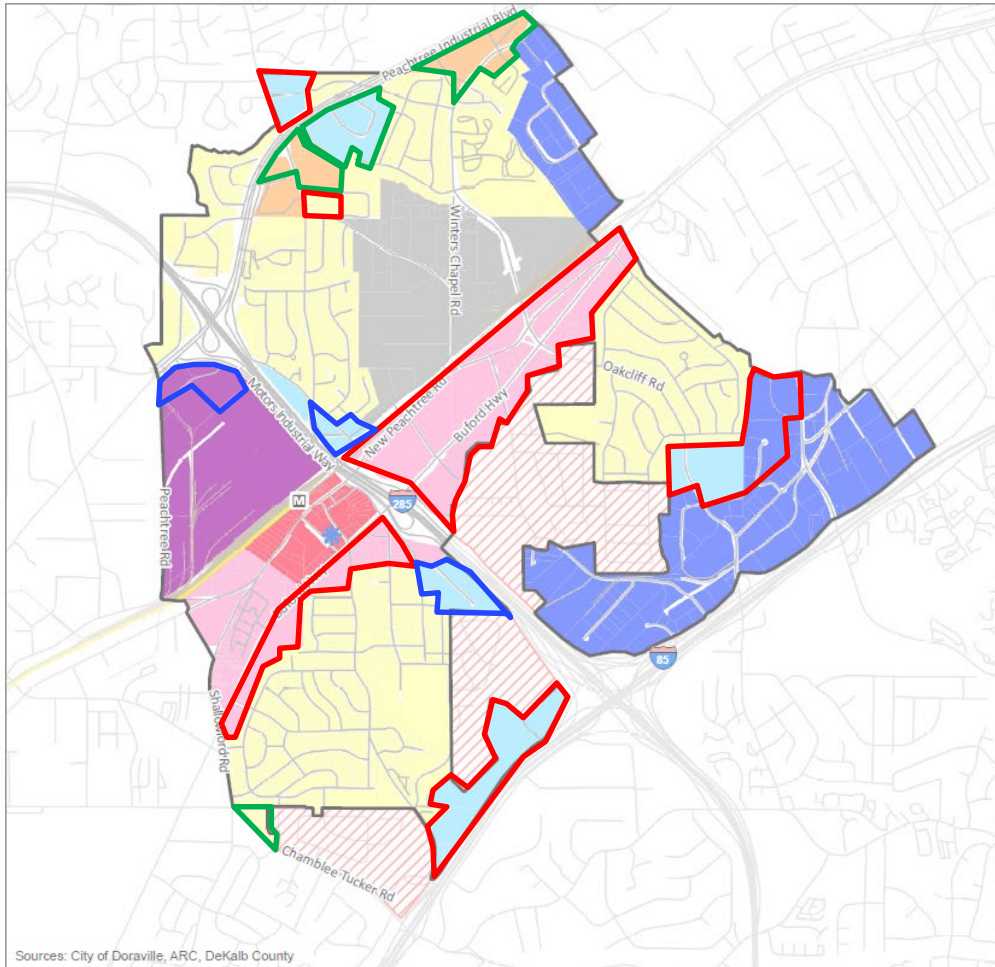
O-W

T-5

SD-1 (Assembly)

# Z-21-09: Comprehensive Plan Rezoning

- Completed
- In Progress
- Not Started



Sources: City of Doraville, ARC, DeKalb County

**FIGURE 3-1: FUTURE DEVELOPMENT MAP**

- Doraville Boundary
- ✱ City Hall
- MARTA Station
- MARTA Gold Line
- Expressway
- Street
- Railroad

### Future Development Areas

- Neighborhood Preservation District
- PIB Marketplace
- BuHi Cultural Corridor
- Doraville Town Center
- Assembly District
- Office Hub
- Light Industrial District
- Tank Farms District
- Annexation





# **Planning Commission Recommendation 06/02/2021**

## **Approval**

# **Staff Recommendation**

## **Approval**



## PARCELS TO BE REZONED

No.	Address	Parcel ID	Current Zoning	Proposed Zoning	Proposed Zoning Name
1	5000 Motors Industrial Way	18 322 02 016	C-2	T-5	Urban Center
2	5955 Peachtree Industrial Blvd	18 322 02 001	C-2	T-5	Urban Center
3	5000 Peachtree Industrial Blvd	18 322 02 015	C-2	T-5	Urban Center

[Link to C-2 zoning.](#)

[Link to T-5 zoning.](#)



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** Action Item

**AGENDA SECTION:** NEW BUSINESS

**SUBJECT:** Z-21-13 Request to rezone 3763 Longmire Way from T-5 (Urban Center) to M-1 (Light Manufacturing) for Lawn Care Services. (First Read) (Public Hearing)  
Presented by Director of Planning and Communing Development Naomi Siodmok

**SUGGESTED ACTION:**

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**ATTACHMENTS:**  
[Z-21-13 - CC Packet \(reduced\).pdf](#)

# Z-21-13

**ADDRESS:** 3763 Longmire Way

**APPLICANT:** Brad Hamner, Hamner Landscape Contractors

**REQUEST:** Rezoning of 3763 Longmire Way from T-5 (Urban Center) to M-1 (Light Manufacturing) for a lawn care services business.



## **MEMORANDUM**

**TO:** City Council  
**FROM:** Naomi Siodmok, Director of Planning and Community Development  
**SUBJECT:** **Z-21-13: Rezoning of 3763 Longmire Way from T-5 (Urban Center) to M-1 (Light Manufacturing)**  
**Parcel ID: 18 321 17 002**  
**DATE:** July 21, 2021 City Council Meeting

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### **PROPOSAL**

The applicant, Brad Hamner, seeks to rezone the property located at 3763 Longmire Way from T-5 (Urban Center) to M-1 (Light Manufacturing) for a lawn care services business. The applicant wishes to utilize the existing building and meet the specific use requirements listed below:

Parking or storage of lawn care vehicles shall be located to the rear of the lot and shall be contained within a secured, gated fence. The fence shall be a maximum height of eight (8) feet high, be black, be vinyl coated, chain link, contain fence slating on all fence elevations (black in color), and shall not be barbed or razor wire unless as approved as a variance by the City Council.

### **BACKGROUND**

In November 2020, this property was rezoned from C-2 (General Business) to T-5 through a City-initiated rezoning process, which sought to align the zoning map with the future land use outlined in the Comprehensive Plan. In the Future Development Map created as part of the Comprehensive Plan, this area is recognized as part of the "BuHi Cultural Corridor," which is envisioned to be a mixed-use corridor that preserves the diversity of businesses while also encouraging better design and allowing for more mixed-use along the Corridor.

### **FINDINGS OF FACT**

#### **Property Location**

The subject property is located on Longmire Way at New Peachtree Road. It is located in Land Lot 321, in the 18<sup>th</sup> District of DeKalb County. It is also located in Doraville City Council District 3.

#### **Property Characteristics**

The principal structure on the property is a single-story, aluminum building of approximately 3,650 square feet. It was built in 1995 and has a height of 18 feet. There are approximately 20 parking spaces at the front of the property along Longmire Way and the remainder of the property starting from the front building line is surrounded by a chain link fence topped with barbed wire. The site is predominately paved with concrete and has two small sheds on site.

#### **Manners of Operation**

Employees: 30 employees

Hours of Operation: 7 AM - 6 PM, Monday through Friday, with possible Saturdays during peak season.

Vehicles: Approximately 20 company vehicles will be parked inside at rear of building.

The proposed design submitted includes screening of outside parked vehicles with a black vinyl coated fencing with slats for optimal screening from street. The business operation at this time does not sell to the public.

**Characteristics of Adjoining Properties**

The adjacent properties are all within the T-5 zoning district and are occupied by the following uses:

- To the east: a tank farm
- To the north: MARTA property and railroad tracks
- To the south: auto repair
- To the west: a restaurant

**Relevant Zoning Requirements**

**Development Controls**

Requirement	T-5	M-1	Current	Compliant in M-1?
Minimum Lot Area	Max perimeter 3,200 ft	1 acre	1.6 acres	Yes
Minimum Lot Width	18 ft	100 ft	285 ft along New Peachtree Road and 220 ft along Longmire Way	Yes
Max Building Height	6 stories	50 ft	18'	Yes
Max Impervious Coverage	100%	70%	69%	Yes

**Building Setbacks**

Minimum Requirement	T-5	M-1	3155 Chestnut Dr	Compliant in C-2?
Front Yard	2 ft min 15 ft max	50 ft	65' on Longmire Way and 73' feet on New Peachtree Road	Yes
Side Yard	0 ft min	25 ft	105'	Yes
Rear Yard	3 ft min	50 ft	155'	Yes

**Parking Requirements**

Parking Category	Parking Required	Parking Provided
Offices (Other than business and professional)	1 space per 300 square feet gross area 12 spaces required	20 spaces

**ZONING REVIEW STANDARDS FOR CONSIDERATION:**

The Mayor, City Council, staff and appointed bodies shall, in deciding any rezoning application, consider the below listed standards governing the exercise of the zoning power whenever deliberating over any zoning proposal pursuant to this section:

- (1) The existing uses and zoning nearby;



The adjacent properties are all within the T-5 zoning district and are occupied by the following uses:

- To the east: a tank farm
- To the north: MARTA property and railroad tracks
- To the south: auto repair
- To the west: a restaurant

**(2) The extent to which property values are diminished by their particular zoning restriction;**

The current zoning of T-5 allows for a variety of uses including limited manufacturing, commercial, and residential and up to 6 stories in height. Property values are not diminished by the current zoning district.

**(3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals, or general welfare of the public;**

As mentioned, the current zoning does not negatively impact the property values of the site nor does it negatively impact the health, safety, morals, and general welfare of the public. The current T-5 zoning district creates an opportunity for a variety of uses and requires an elevated standard of design. If anything, it raises property values and promotes health, safety, and the general welfare of the public.

**(4) The relative harm to the public as compared to the hardship imposed upon the individual property owner;**

Rezoning the property to M-1 will open up the opportunity for a variety of industrial uses at the corner of New Peachtree and Longmire Way. As the City moves forward in aligning the zoning districts with the vision established by the community in the Comprehensive Plan, M-1 would not be consistent. Though a lawn care company is not permitted in T-5, a variety of uses, including limited manufacturing uses, are permitted.

**(5) The suitability of the subject property for zoning proposed;**

The proposed zoning is not compatible with the land use and development goals in the *Doraville 2017-2037 Comprehensive Plan*. The future land use for this area recommends it remain zoned as T-5 to be consistent with the Future Development Map designation of the BuHi Cultural Corridor.

**(6) The length of time the property has been vacant as zoned, considered in the context of land development of adjacent and nearby property;**

Per the applicant, the property has not been utilized for the last ten years. Currently, none of the adjacent properties are developed to the T-5 requirements. Neighboring development is predominately industrial with some general commercial.

**(7) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

The use as a lawn care company would be consistent with the current adjacent uses, which include auto repair and tank farms. Yet, the zoning designation of T-5 is to guide the uses the community would like to see in the future and not to build to what is existing now.

**(8) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

The proposal for M-1 to allow a lawn care service company will not negatively impact the adjacent and nearby properties. Currently, the property has an unoccupied warehouse on the site.

**(9) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;**

The property is currently zoned T-5, which is a zoning district that provides one of the widest range of uses. The property could be utilized for manufacturing uses, as well as commercial and residential uses. The property has a reasonable economic use as zoned.

**(10) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools;**

The proposed use for lawn care service would not cause excessive or burdensome use of streets, facilities, utilities, or schools.

**(11) Whether the zoning proposal is in conformity with the policy and intent of the land use plan;**

As previously discussed, the proposed zoning is not compatible with the land use and development goals in the *Doraville 2017-2037 Comprehensive Plan*. The current zoning of T-5 is consistent with the future land use for this area (BuHi Cultural Corridor).

**(12) Whether there are other existing or changing conditions affecting the use and development of property which gives supporting grounds for either approval or disapproval of the zoning proposal;**

There are no other existing or changing conditions that would affect the use of this property that have not already been outlined in other criteria.

**(13) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area or the community; and**

The change in zoning would create a single property zoned M-1 surrounded entirely by parcels zoned T-5, which is inconsistent with the vision established in the *Comprehensive Plan* for a walkable, vibrant district spanning south of the train tracks to the southside of Buford Highway.

**(14) The impact of the proposed zoning change upon pedestrian and vehicular circulation and traffic and thoroughfare capacities and capabilities.**

It is likely that the use as a lawn care service would have minimal impact of traffic. However, other uses that are permitted by right in M-1 which may later replace this use may have a greater impact, including bus terminals, distribution sites, limousine services, etc.

**PLANNING COMMISSION RECOMMENDATION 7/7/21: APPROVAL WITH STAFF RECOMMENDED CONDITIONS**

- 1. That the property be landscaped in substantial conformance with the provided renderings, with the exception that the crepe myrtles be replaced with canopy trees or understory, single-stem, flowering tree subject to the approval of the Director of Planning and Community Development.**
- 2. That the property be developed in with façade improvements as shown on the provided rendering subject to the approval of the Director of Planning and Community Development.**

**STAFF RECOMMENDATION: DENIAL**

# Z-21-13

## Rezoning from T-5 to M-1 at 3763 Longmire Way

July 21, 2020

City Council Meeting



## Request

The applicant seeks...

- **Rezoning** from T-5 (Urban Center) to M-1 (Light Manufacturing) for a lawn care service.

## Background

- In November 2020, this property was rezoned from C-2 (General Business) to T-5 (Urban Center) through a City-initiated rezoning process.
- This area is part of the “BuHi Cultural Corridor” in the Comprehensive Plan future land use.
- This land use is envisioned as a mixed-use corridor that preserves the diversity of businesses, while also encouraging better design.

## Proposal

- Lawn Care Services business.
- The applicant wishes to utilize the existing building and meet the specific use requirements listed below:
  - Parking or storage of lawn care vehicles shall be located to the rear of the lot and shall be contained within a secured, gated fence. The fence shall be a maximum height of eight (8) feet high, be black, be vinyl coated, chain link, contain fence slating on all fence elevations (black in color), and shall not be barbed or razor wire unless as approved as a variance by the City Council.
- Proposing landscaping improvements along the street.
- No changes are proposed for the building.

## **Manners of Operation**

Employees: 30 employees

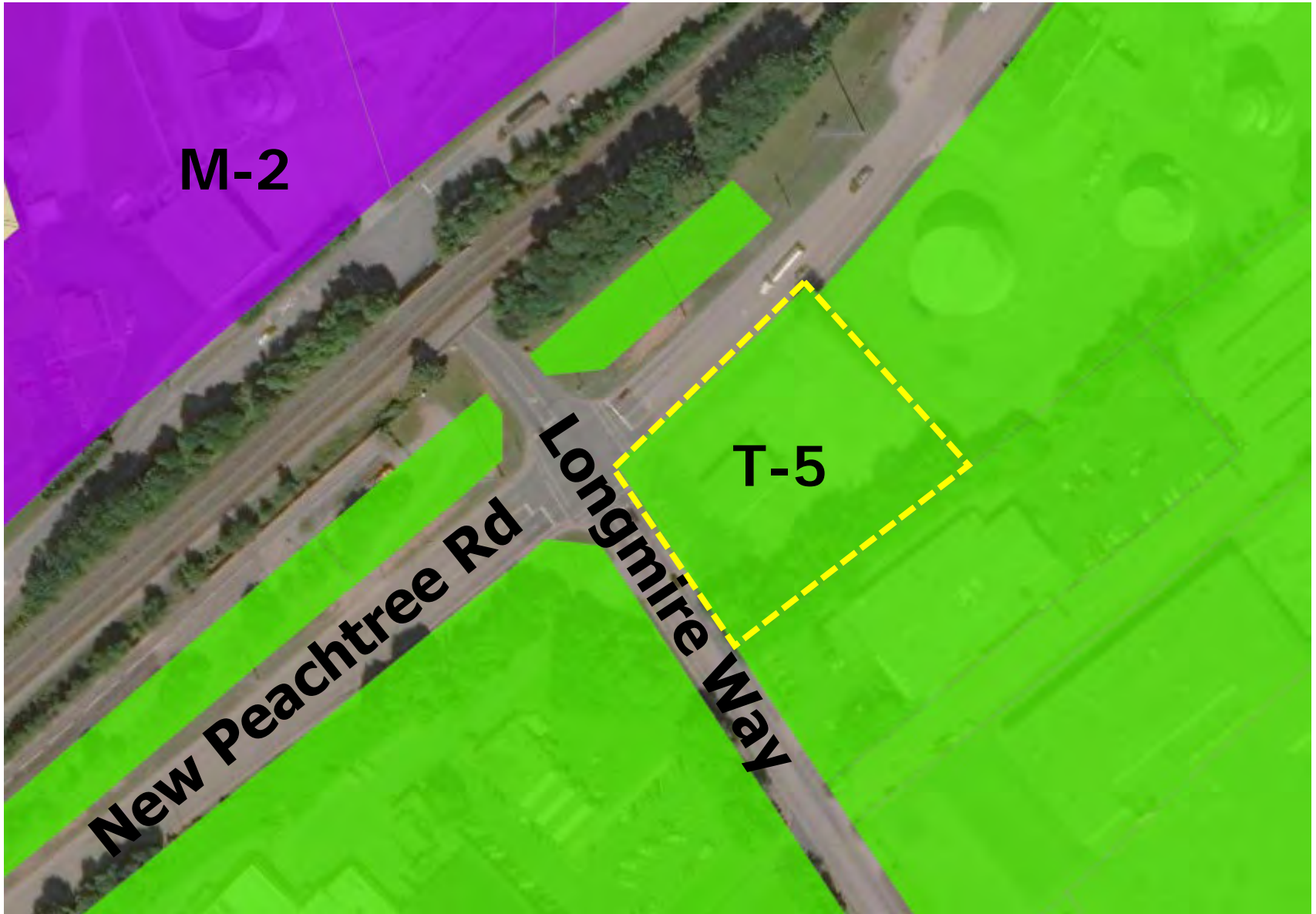
Hours of Operation: 7 AM - 6 PM, Monday through Friday, with possible Saturdays during peak season.

Vehicles: Approximately 20 company vehicles will be parked inside at rear of building.

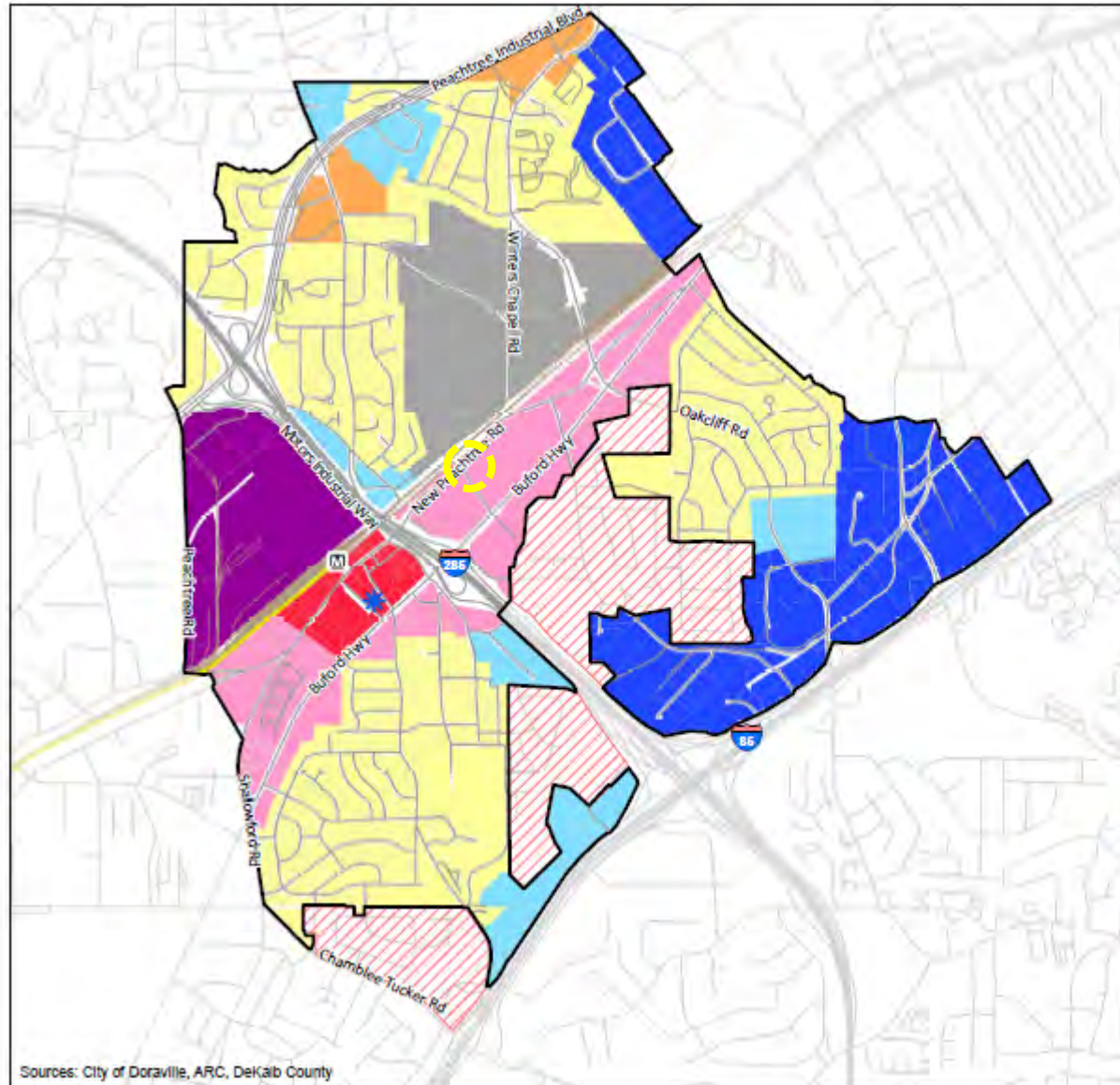
The proposed design submitted includes screening of outside parked vehicles with a black vinyl coated fencing with slats for optimal screening from street. The business operation at this time does not sell to the public.



# Zoning Map



# Inconsistent with Comprehensive Plan



Sources: City of Doraville, ARC, DeKalb County

FIGURE 3-1: FUTURE DEVELOPMENT MAP

- Doraville Boundary
- City Hall
- MARTA Station
- MARTA Gold Line
- Expressway
- Street
- Railroad

### Future Development Areas

- Neighborhood Preservation District
- PIB Marketplace
- BuHi Cultural Corridor
- Doraville Town Center
- Assembly District
- Office Hub
- Light Industrial District
- Tank Farms District
- Annexation



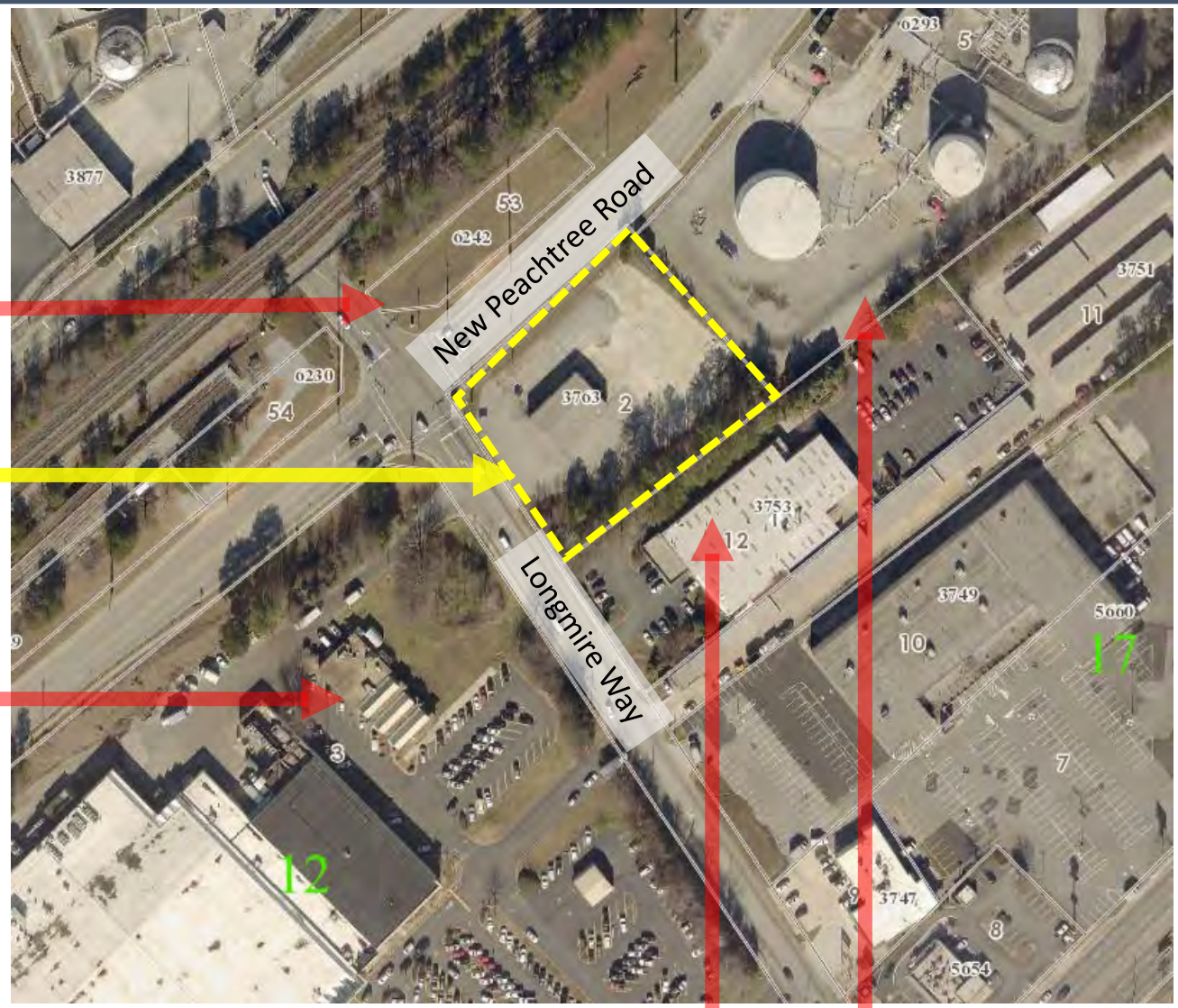


# Adjacent Uses/ Context

MARTA property

SUBJECT  
PROPERTY

Restaurant



Auto repair

Tank farm

















## **Planning Commission Recommendation (06/07/2021):** **Approval with Staff Recommended Conditions**

1. That the property be landscaped in substantial conformance with the provided renderings, with the exception that the crepe myrtles be replaced with canopy trees or understory, single-stem, flowering tree subject to the approval of the Director of Planning and Community Development.
2. That the property be developed in with façade improvements as shown on the provided rendering subject to the approval of the Director of Planning and Community Development.

### **Staff Recommendation:**

**Denial**



## **Fourteen (14) Evaluation Standards by Doraville City Code:**

- 1) The existing uses and zoning nearby;
- 2) The extent to which property values are diminished by their particular zoning restriction;
- 3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public
- 4) The relative harm to the public as compared to the hardship imposed upon the individual property owner
- 5) The suitability of the subject property for zoning proposed

## **Fourteen (14) Evaluation Standards by Doraville City Code:**

- 6) The length of time the property has been vacant as zoned, considered in the context of land development of adjacent and nearby property
- 7) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property
- 8) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property
- 9) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned

## **Fourteen (14) Evaluation Standards by Doraville City Code:**

- 10) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools
- 11) Whether the zoning proposal is in conformity with the policy and intent of the land use plan
- 12) Whether there are other existing or changing conditions affecting the use and development of property which gives supporting grounds for either approval or disapproval of the zoning proposal
- 13) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area or the community
- 14) The impact of the proposed zoning change upon pedestrian and vehicular circulation and traffic and thoroughfare capacities and capabilities





**REZONING APPLICATION**  
Community Development Department

06/03/2021  
DATE RECEIVED

**Application #** Z-21-13

**APPLICANT**

Name: Brad Hamner  
Mailing Address: P. O. Box 421247 Atlanta, Georgia 30342 Suite/Unit # \_\_\_\_\_  
E-mail: brad@hamnerlandscapegroup.com Daytime Phone: 404-217-3477 Fax: \_\_\_\_\_

**PROPERTY OWNER (if different from applicant)**

Name: USA Investment and Real Estate Group, LLC  
Mailing Address: 1328 Buford Hwy, Suite 113, Buford, GA 30518  
E-mail: fobana@gmail.com Daytime Phone: 770-882-1293 Fax: \_\_\_\_\_

**SUBJECT PROPERTY (provide separate cover page if more than one property)**

Street Address: 3763 Longmire Way, Atlanta, GA 30340  
Tax ID Parcel No.: 18 321 17 002 Council District: \_\_\_\_\_  
Current Zoning Category: T-5 Requested Zoning Category: M-1 Acreage: 1.6  
Future Land Use Character Area: \_\_\_\_\_

**Please SUBMIT DIGITALLY all the materials requested below:**

- \_\_\_ 1) Cover letter describing the requested rezoning and the development proposed for the property. The letter should provide a project overview and should also include the following information:
  - a. Building square footages and heights
  - b. Square footages of each type of use (office, retail, residential, + bedrooms if residential)
  - c. Neighboring uses/businesses on adjacent properties
- \_\_\_ 2) Letter responding to the 14 Standards Criteria.
- \_\_\_ 3) Notarized property owner authorization and campaign contributions disclosure using the attached forms.
- \_\_\_ 4) Legal Description in metes and bounds.
- \_\_\_ 5) Property survey prepared within the last 10 years.
- \_\_\_ 6) Full site plan (see site plan requirements in Sec. 23-1602).
- \_\_\_ 7) Floor plan for proposed use for projects involving interior renovations.
- \_\_\_ 8) Photographs of existing site. Conceptual renderings and/or building elevations for new construction.
- \_\_\_ 9) Additional information may be required by the City based upon the initial application meeting with staff.
- \_\_\_ 10) Any fees as mandated in accordance with Sec. 2-260.





Community Development Department  
Application #: 2-21-13

06/03/2021  
DATE RECEIVED

**NOTARIZED AUTHORIZATION OF PROPERTY LANDOWNER**

I, USA INVESTMENT AND REAL ESTATE GROUP, LLC SWEAR THAT I AM THE **PROPERTY LANDOWNER**  
Printed owner(s) name

OF SUBJECT PROPERTY: 3763 Longmire Way, Atlanta, GA 30340

WITH PARCEL ID NO.: 18 321 17 002

AS SHOWN IN THE RECORDS OF **DEKALB COUNTY, GEORGIA** WHICH IS THE SUBJECT MATTER OF THE ATTACHED APPLICATION, I AUTHORIZE THE PERSON NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION. I ALSO HEREBY AUTHORIZE CITY STAFF TO INSPECT PREMISES OF ABOVE DESCRIBED PROPERTY.

**NAME OF APPLICANT (PRINT CLEARLY):**

Brad Hamner

ADDRESS: 3763 Longmire Way, Atlanta, GA 30340

TELEPHONE: (404) 217-3477 EMAIL: brad@hamnerlandscapegroup.com

Personally Appeared  
Before Me

Jashim Uddin  
Signature of Property Landowner  
**JASHIM UDDIN / Manager**  
Print Name of Property Landowner

James Erskine Kelly JR.  
Print Name

Who Swears That The Information Contained  
In this Authorization Is True and Correct  
To The Best of His or Her Knowledge and Belief.

[Signature]  
Signature of Notary Public  
5-5-21  
Date





Community Development Department  
Application #: Z-21-13

06/03/2021  
DATE RECEIVED

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A. Ch 36-67A, the following questions must be answered:

Have you the applicant made \$250 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 provide written disclosure with the governing authority of the City of Doraville showing:

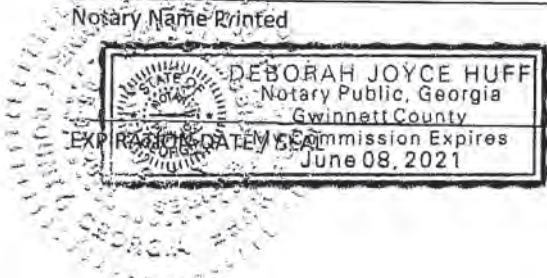
1. The name and official position of the local government official to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and date of each such contribution.

Deborah Joyce Huff 06-03-2021  
NOTARY DATE  
Deborah Joyce Huff

Brad Hamner 06-03-2021  
SIGNATURE OF APPLICANT DATE  
Brad Hamner

Notary Name Printed

Applicant Name Printed



Check One: Owner      Applicant/Agent X

Subject Property Street Address:

3763 Longmire Way, Atlanta, GA 30340



Application #: Z-21-13

**PRE-APPLICATION MEETING WITH STAFF**

Prior to submitting the application, applicants shall meet with staff to discuss all application submittal requirements.

06/03/2021  
DATE RECEIVED

DATE OF MEETING: \_\_\_\_\_

Please state the new zoning you are requesting: T-5 to M-1

Applicant's Signature: To the best of my knowledge, this pre-application review is correct and complete. Applicant will submit documentation for the application pursuant to the Zoning Ordinance of the City of Doraville.

Applicant signature: \_\_\_\_\_ Date: 06-03-2021

Staff signature: *Naomi Siodmok* Date: 06-03-2021

Staff name printed: Naomi Siodmok

*Staff signature only certifies that the required pre-application meeting has been held and does not indicate the position of the Community Development Department on any proposal.*

**APPLICANT SIGNATURES**

PLEASE READ THE FOLLOWING BEFORE SIGNING

This form must be completed in its entirety before it will be accepted. It must include all required attachments and filing fees. **An application which lacks any of the required attachments or information shall be deemed incomplete and shall not be accepted.**

*Deborah Joyce Huff* 06-03-2021  
 NOTARY DATE  
 Deborah Joyce Huff  
 Notary Name Printed  
 DEBORAH JOYCE HUFF  
 Notary Public, Georgia  
 Gwinnett County  
 My Commission Expires  
 June 08, 2021  
 EXPIRATION DATE / SEAL

*Brad Hamner* 06-03-2021  
 SIGNATURE OF APPLICANT DATE  
 Brad Hamner  
 Applicant Name Printed  
 Check One: Owner \_\_\_\_\_ Applicant/Agent

**STANDARDS for a Rezoning**

**In addition to the cover letter, applicant shall submit a letter providing a written response to each standard.**

Pursuant to Sec. 23-1603, the Mayor, City Council, staff and appointed bodies shall, in deciding any rezoning application, consider the below listed standards governing the exercise of the zoning power whenever deliberating over any zoning proposal:

- 1) The existing uses and zoning nearby;
- 2) The extent to which property values are diminished by their particular zoning restriction;
- 3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;
- 4) The relative harm to the public as compared to the hardship imposed upon the individual property owner;
- 5) The suitability of the subject property for zoning proposed;
- 6) The length of time the property has been vacant as zoned, considered in the context of land development of adjacent and nearby property;
- 7) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;
- 8) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
- 9) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
- 10) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools;
- 11) Whether the zoning proposal is in conformity with the policy and intent of the land use plan;
- 12) Whether there are other existing or changing conditions affecting the use and development of property which gives supporting grounds for either approval or disapproval of the zoning proposal;
- 13) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area or the community; and
- 14) The impact of the proposed zoning change upon pedestrian and vehicular circulation and traffic and thoroughfare capacities and capabilities.



### **Standards for Rezoning 3763 Longmire Way, Doraville, Georgia**

- 1.** Marathon Petroleum Corporation Distribution, Caliber Collision.
- 2.** Bordering property values would be improved with planned and recommend improvements with M1 zoning change to allow new owner to operate property with improved recommendation.
- 3.** With additional landscape upgrade enhancement package, the area will promote health, safety and general welfare to the public.
- 4.** No hardship to public, site presents itself as industrial site now and improvements would incur no harm to public.
- 5.** Improvement of landscape and building upgrade would soften subject property and add value to property.
- 6.** The property is an abandon industrial site with no use for the last ten years and no new T5 development on adjacent and nearby properties. Bordering properties are Marathon Petroleum Corporation Tank Farm, Caliber Collision, and Citgo Petroleum Corporation to the West.
- 7.** Yes, M1 permit would allow Hamner Landscape Contractors to improve marketing of a refurbished well-maintained site and show improvement to the City of Doraville as a suitable improvement in view of other T5 adjacent properties to which are used as Fuel distribution tank farms, industrial railway use, and a Commerical body shop.
- 8.** No, adjacent properties are industrial distribution, Transporation uses, and Hamner Landscape Group would improve and soften the visibility and marketing for the City of Doraville.
- 9.** No, surrounding tank farm and auto shop do not relate to existing T5 zoning.
- 10.** No, new zoning proposal will not cause any burdensome use of existing streets, Transportaion facilities, utilities or schools, as an improved M1 permit would allow great improvement of the site and allow a pristine and positive view of site which other nearby sites zoned T-5 do not since they caused continuous negative environmental impact with continuous fuel trucks slowing traffic through intersection and noise from operations of other existing bordering business , including excessive noise of railway across from site. Added green space by allowing Hamner Landscape to operate with M1 zoning would eliminate and soften the excessive and burdensome use of existing streets.
- 11.** Yes
- 12.** No, changing to M1 allows and gives support positive use of added green space with the development of this property.
- 13.** Yes, there will be an improvement of the character of the area with the proposed enhancements to which will improve our neighborhood and community of Doraville.
- 14.** Positive impact of this proposal change would soften the pedestrian and vehicle use along property perimeters as the allowance of M1 zoning would allow owner with planned recommendations to create a soften and pleasurable view in existing hard industrial environment that exist surrounding property operations.



June 4, 2021

The City of Doraville  
3725 Park Avenue  
Doraville, Georgia 30340

**RE: Rezoning Application**  
**3763 Longmire Way**  
**Atlanta, Georgia 30340**  
**Parcel ID 18 321 17 002**

Dear Planning Commissioners and City Council:

I respectfully request that the property located at 3763 Longmire Way, be rezoned from T-5 to M-1 light manufacturing pursuant to Sec. 23-911.

"Lawn care services provided any parking or storage of lawn care vehicles shall be located to the rear of the lot and shall be contained within a secured, gated fence. The fence shall be a maximum height of eight (8) feet high, be black, be vinyl coated, chain link, contain fence slating on all fence elevations (black in color), and shall not be barbed or razor wire unless as approved as a variance by the City Council."

The building located on the property is approximately 3,650 square feet and was built in 1995. The building measurements are 73'x50'x18'. There are approximately 25 parking spaces in the front of the building and is fenced around the perimeter. There presently are not any green space areas or amenities. We will use private hauling to remove in trash or debris.

The property adjacent to the North of 3763 Longmire Way is in use by Marathon Petroleum Corporation as a tank farm, the property to the West is in use by Citgo Petroleum Corporation as a tank farm and the property adjacent to the East is currently in use by Caliber Collision as an auto repair.

The existing zoning has been in place since November 2020. It was previously zoned C2. The property was last used as a fuel trucking/trailer parking yard.

We greatly appreciate your consideration to grant the rezoning of 3763 Longmire Way to M1.

Respectfully Submitted,

**Hamner Landscape Group**

*Brad Hamner*

Brad Hamner  
President

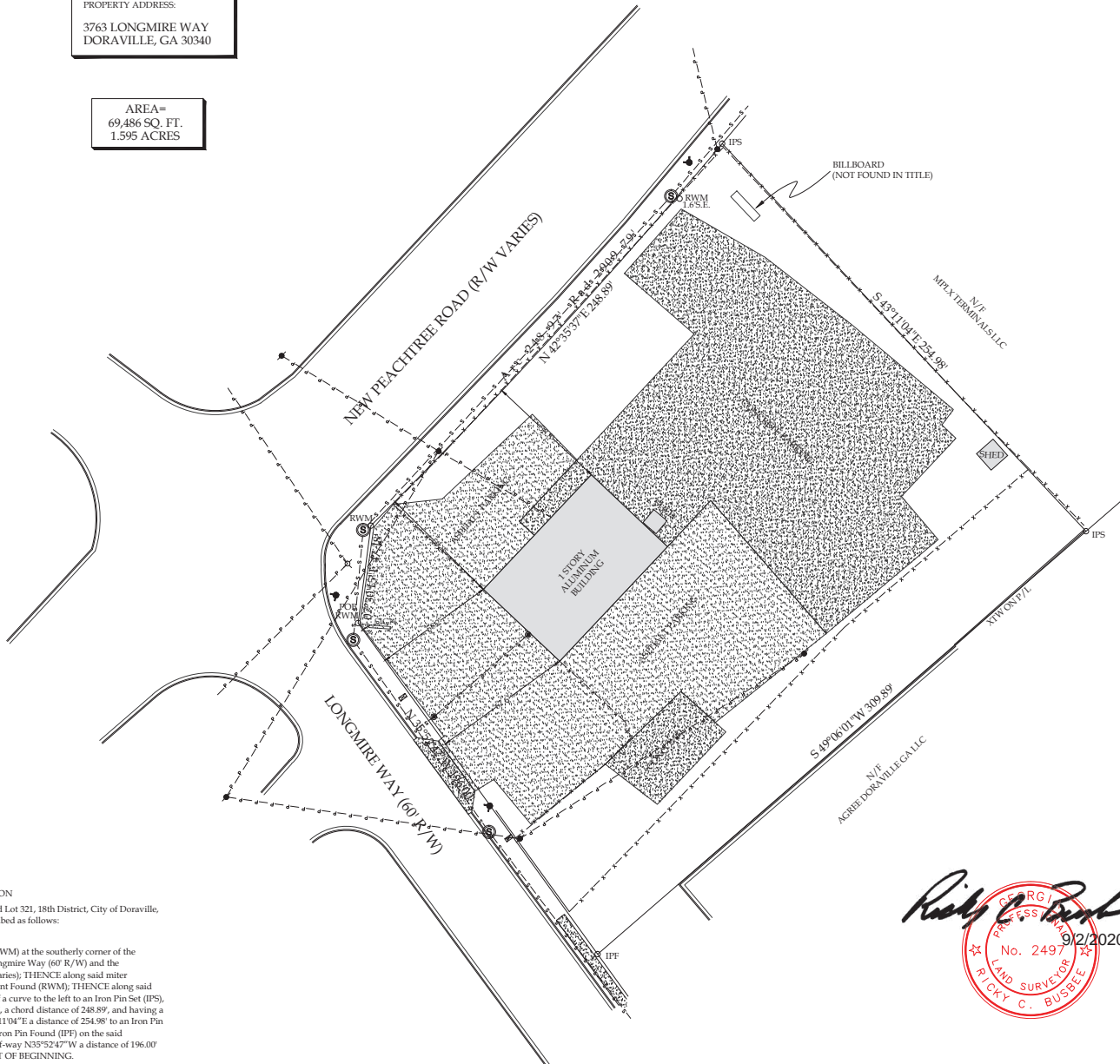
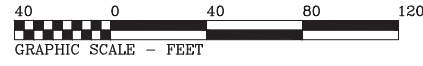
**P. O. Box 421247 - Atlanta, Georgia 30342 - 770-455-3334**



- LEGEND
- RF = IRON PIN FOUND (1/2" REMARK)
  - RF S = IRON PIN SET (1/2" REMARK)
  - RF S = NAIL SET
  - DF = DIAL FOUND
  - DF S = GRADE TOP NAIL
  - DF S = CONCRETE MONUMENT FOUND
  - USCMP = U.S. CORP. MONUMENT FOUND
  - USCMP S = U.S. CORP. MONUMENT FOUND
  - AWP = ASSESSMENT
  - R/W = RIGHT-OF-WAY MONUMENT
  - R/W S = RIGHT-OF-WAY MONUMENT
  - P/L = PROPERTY LINE
  - C/L = CENTER LINE
  - B/L = BUILDING LINE
  - L = LAND LOT
  - L/L = LAND LOT LINE
  - REG. M.D. = REGIONAL MULTI-DISTRICT
  - PF = POWER POLE
  - TSF = TREE SAW FENCE
  - W = WATER LINE
  - S = SEWER LINE
  - F = FENCE LINE
  - SF = SELF FENCE LINE
  - G = GROUND NAIL
  - X = CROSS THE WALL
  - RA = RADIUS
  - CHD = CHORD
  - AWL = ARC LENGTH
  - N/P = NAIL OR FORMERLY
  - P/B = PLAT BOOK
  - S/B = SEED BOOK
  - P/D = PLAT
  - D/E = DIVISION
  - S.S.E. = SANITARY SEWER EASEMENT
  - F.A. = FRESH WATER
  - M/A = MANHOLE
  - U/M/H = UTILITY MANHOLE
  - C/M = CROWN MANHOLE
  - J/B = JUNCTION BOX
  - D = DROP PILE
  - N = NODIGZONE
  - W/S = EXISTING SPOT ELEVATION
  - W/S F = FINISHED SPOT ELEVATION
  - F.F.E. = FINISHED FLOOR ELEVATION
  - TSF = SURFACE DRAINAGE FLOW

PROPERTY ADDRESS:  
3763 LONGMIRE WAY  
DORAVILLE, GA 30340

AREA =  
69,486 SQ. FT.  
1.595 ACRES



LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 321, 18th District, City of Doraville, DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at a Right-of-Way Monument Found (RWM) at the southerly corner of the mitered intersection of the northeasterly right-of-way of Longmire Way (60' R/W) and the southeasterly right-of-way of New Peachtree Road (R/W Varies); THENCE along said miter N07°30'15" E a distance of 47.18' to a Right-of-Way Monument Found (RWM); THENCE along said right-of-way of New Peachtree Road 248.97' along the arc of a curve to the left to an Iron Pin Set (IPS), said arc being subtended by a chord bearing of N42°35'37" E, a chord distance of 248.89', and having a radius of 2,909.79'; THENCE leaving said right-of-way S43°11'04" E a distance of 254.98' to an Iron Pin Set (IPS); THENCE S49°06'01" W a distance of 309.89' to an Iron Pin Found (IPF) on the said right-of-way of Longmire Way; THENCE along said right-of-way N35°52'47" W a distance of 196.00' to a Right-of-Way Monument Found (RWM) and the POINT OF BEGINNING.

Said tract contains 69,486 sq. ft. (1,595 acres) and is more particularly shown on an ALTA/NSPS Land Title Survey for "USA INVESTMENT & REAL ESTATE GROUP LLC, QUANTUM NATIONAL BANK; CHICAGO TITLE INSURANCE COMPANY; U.S. SMALL BUSINESS ADMINISTRATION", prepared by Busbee & Poss Land Surveying Company, dated September 2nd, 2020.

*Ricky C. Busbee*  
RICKY C. BUSBEE  
No. 2497  
9/2/2020  
LAND SURVEYOR

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, (AS THIS ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 12 & 13A & 13B OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 10th, 2017.

DATE:	REVISION NOTES:

BUSBEE & POSS  
LAND SURVEYING COMPANY  
3408 HOWELL STREET, SUITE A  
DULUTH, GEORGIA, 30096  
770.497.9566  
FAX: 770.497.9561  
www.busbeedpss.com

ALTA/NSPS LAND TITLE SURVEY FOR:  
USA INVESTMENT & REAL ESTATE GROUP LLC;  
QUANTUM NATIONAL BANK; CHICAGO TITLE INSURANCE  
COMPANY; U.S. SMALL BUSINESS ADMINISTRATION  
LAND LOT 321, 18th DISTRICT  
CITY OF DORAVILLE, DEKALB COUNTY, GEORGIA  
SCALE: 1"=40' DATE: SEPTEMBER 2nd, 2020

THIS PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD  
HAZARDS AS PER COMMUNITY PANEL NO. 13896C0017 K, DATED  
AUGUST 15th, 2019, ZONE "X".

ALTA/NSPS LAND TITLE SURVEY FOR:  
MICHAEL W. ROSS, JR. - P.L.S. 1387  
- L.S.F. 1064 -  
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS  
IN GEORGIA, AS SET FORTH IN CHAPTER 166-7 OF THE ADMINISTRATIVE CODE OF THE GEORGIA BOARD OF  
LAND SURVEYING, AND THE GEORGIA PROFESSIONAL LAND SURVEYORS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA  
PLAT ACT O.C.G.A. 15-4-47.  
THIS SURVEY HAS BEEN CALCULATED FOR CLOSURE, AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT  
IN 3,625 FEET. EQUIPMENT USED: TOPCON GTS-225  
FIELD WORK: RBZ/ZW/S/2/20  
DRAWN BY: MP  
J.N. BP/2/21

**Legal Description for 3763 Longmire Way**

**Parcel ID 18 321 17 002**

All that tract or parcel of land lying and being in Land Lot 321, 18th District, City of Doraville, Dekalb County, Georgia, and being more particularly described as follows: BEGINNING at a Right-of-Way Monument Found (RWM) at the southerly corner of the mitered intersection of the northeasterly right-of-way of Longmire Way (60' R/W) and the southeasterly right-of-way of New Peachtree Road (R/W Varies); THENCE along said miter  $N07^{\circ}30'15''E$  a distance of 47.18' to a Right-of-Way Monument Found (RWM); THENCE along said right-of-way of New Peachtree Road 248.97' along the arc of a curve to the left to an Iron Pin Set (IPS), said arc being subtended by a chord bearing of  $N42^{\circ}35'37''E$ , a chord distance of 248.89', and having a radius of 2,909.79'; THENCE leaving said right-of-way  $S43^{\circ}11'04''E$  a distance of 254.98' to an Iron Pin Set (IPS); THENCE  $S49^{\circ}06'01''W$  a distance of 309.89' to an Iron Pin Found (IPF) on the said right-of-way of Longmire Way; THENCE along said right-of-way  $N35^{\circ}52'47''W$  a distance of 196.00' to a Right-of-Way Monument Found (RWM) and the POINT OF BEGINNING.

Said tract contains 69,486 sq. ft. (1.595 acres) and is more particularly shown on an ALTA/NSPS Land Title Survey for "USA INVESTMENT & REAL ESTATE GROUP, LLC; QUANTUM NATIONAL BANK; CHICAGO TITLE INSURANCE COMPANY; U.S. SMALL BUSINESS ADMINISTRATION", prepared by Busbee & Poss Land Surveying Company, dated September 2nd, 2020.



Exsiting Photo of Property located at 3763 Longmire Way



Property Rendering with Planned Enhancements - Front facing Longmire Way





Side View of existing Building - New Peachtree Road



Property Rendering with Planned Enhancement - Side New Peachtree Road





Site Plan Aerial View of Property



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** New Business

**AGENDA SECTION:** NEW BUSINESS

**SUBJECT:** V-21-11 Request for a variance from Sec. 23-1905 (a)(2) to encroach into the 50' - 75' stream buffer at 2837 Drury Court. (First Read) (Public Hearing)  
Presented by Senior Planner Austin Shelton

**SUGGESTED ACTION:**

---

**ATTACHMENTS:**

[V-21-11&12 - CC Packet.pdf](#)

# V-21-11+12

**ADDRESS:** 2837 Drury Court

**APPLICANT:** Chris Henshaw

**REQUEST:** The applicant requests two (2) variances from the stream buffer requirements of Section 23-1905 of the Zoning Ordinance for the purposes of renovating and expanding a detached single-family home and accessory structures.

**MEMORANDUM**

**TO:** City Council  
**FROM:** Austin Shelton, Senior Planner  
**SUBJECT:** **V-21-11+12: Variances to encroach into 0'-50' and 50'-75' stream buffers.**  
**Parcel ID: 18 296 05 046, 18 296 05 110 and 18 296 05 111**  
**DATE:** July 21, 2021 City Council Meeting

**PROPOSAL**

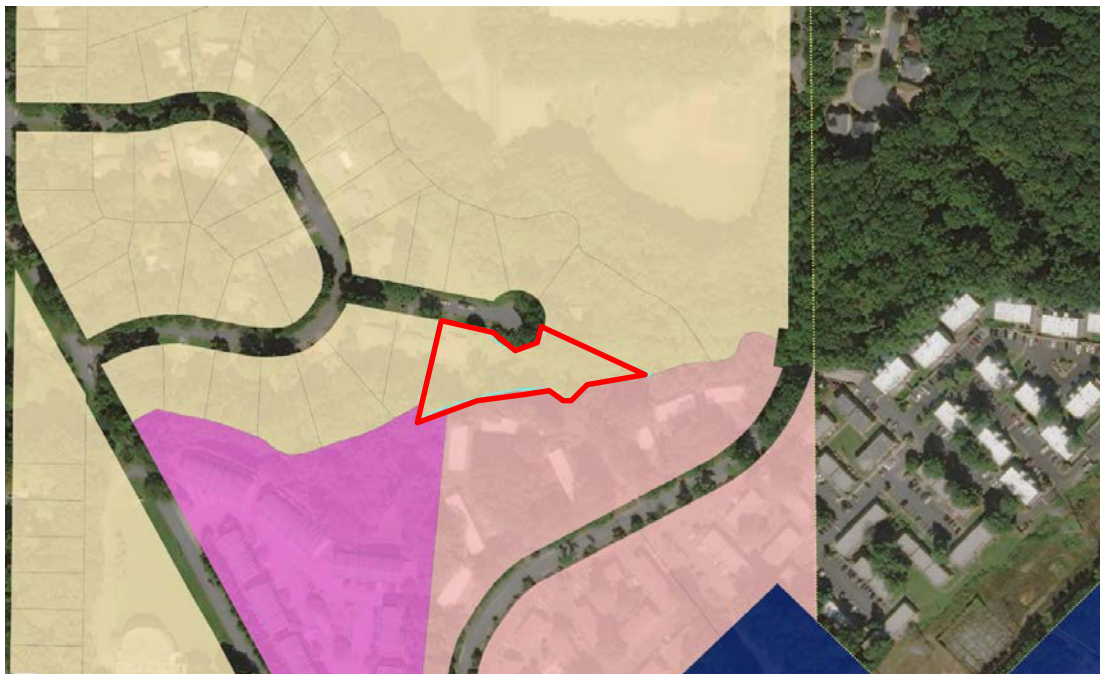
The subject property is 2837 Drury Court. The applicant, Chris Henshaw, seeks variances from Sec. 23-1905 of the Zoning Ordinance in order to encroach into the stream buffers enacted by the Code of Ordinances.

A summary of the requests is below:

Variance	Section	Stream Buffer	Proposed Encroachment (sf)
1	23-1905(a)(2)	0'-50' Undisturbed Buffer	866 sf (277 sf net increase)
2	23-1905(a)(1)	50'-75' Impervious Surface Buffer	613 sf (153 sf net decrease)

**BACKGROUND**

The property is home to a detached single-family home, as well as various accessory structures. In 2021, the applicant, Chris Henshaw, purchased the property from the previous owners, with the intention of making it his primary residence.



Existing zoning, with the subject property outlined in red.

**FINDINGS OF FACT**

**Property Location**

The subject properties on the south side of Drury Court, a small cul-de-sac on the south end of the City, just off McClave Drive. They are located in Land Lot 296, in the 18<sup>th</sup> District of DeKalb County. They are also located in Doraville City Council District 2.

**Property Characteristics**

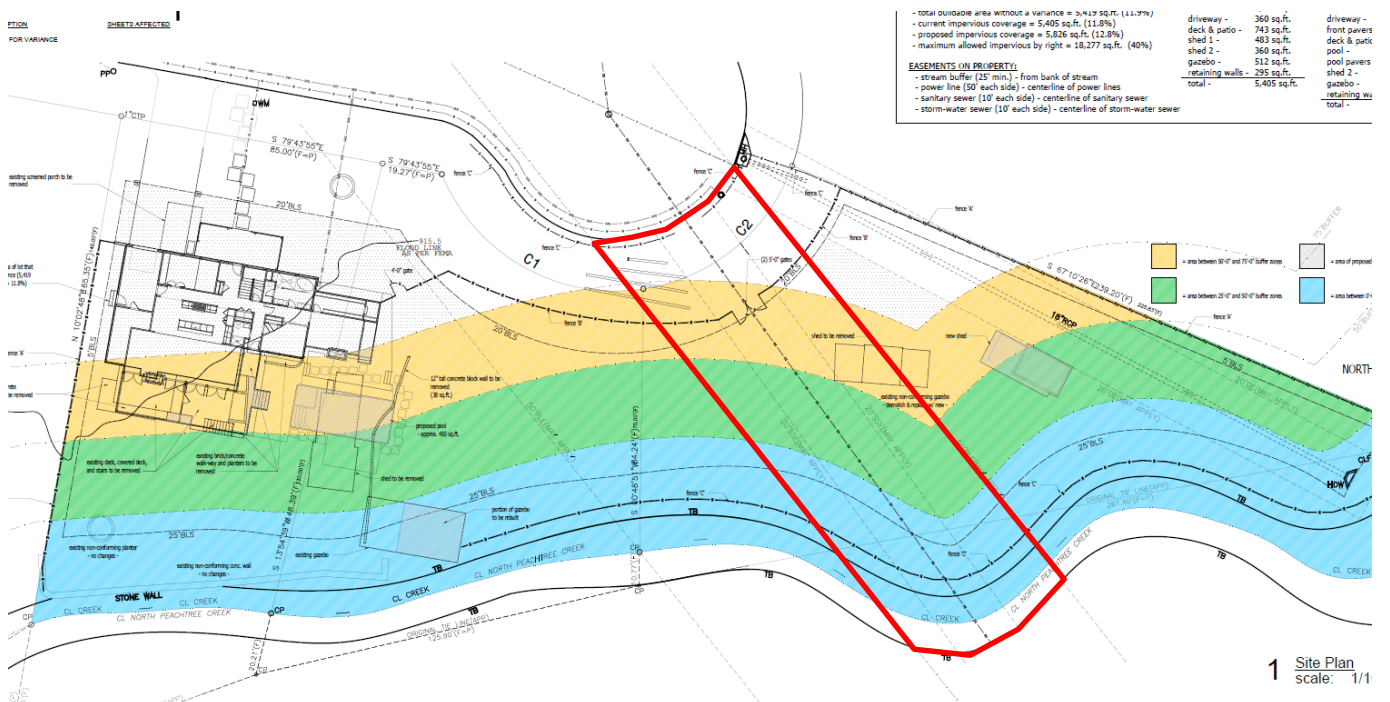
The subject property was first built in 1960, according to DeKalb property records. There is some confusion between DeKalb tax records and property records regarding if the property contains three parcels or one, but will be referenced as a single property throughout the remainder of this report.

The combined site area is approximately 1.04 acres, or 46,692 square feet. It has a single public road frontage along Drury Court. The property is zoned R-1 (Single-Family Residential). The rear of the property abuts North Peachtree Creek, which forms most of the rear property line. The property is also partially in a FEMA designated flood zone.

In addition, there are several easements on the property, running generally north-south on the eastern side of the property. These easements are:

- Electricity: 50’ on each side of power lines.
- Sanitary sewer: 10’ on each side of sanitary sewer line.
- Stormwater: 10’ on each side of stormwater pipeline.

The principal structure on the property is a split-level detached single-family home, approximately 2,652 square feet. There are three (3) accessory structures on the property; two sheds, sized 483 and 360 square feet, and a gazebo, approximately 512 square feet. All of the accessory structures are located to the rear and southeast of the principal structure.



The proposed site plan. Stream buffers are color coded, and the easement areas are outlined in red.



**Characteristics of Adjoining Properties**

The property is surrounded on all sides by other properties zoned for residential uses. To the north, west and east are other residences zoned R-1. To the south and southwest are multifamily properties zoned R-3 and R-4.

**VARIANCE REQUEST ANALYSIS**

**Variance 1: Encroachment into the 50'-75' Buffer**

The applicant is requesting a variance to encroach into the impervious surface stream buffer, measured from 50' to 75' from the top of the stream bank. The summary of the encroachment provided by the applicant is below:

**Variance A - encroachment into the 50'-75' buffer zone - Sec. 21-1905 (a)(2)**

- impervious improvement area =  $(31 + 85 + 450 + 352 + 92) = 866$  sq.ft.
- impervious removal area =  $(229 + 360) = 589$  sq.ft.
- net increase in impervious coverage in Variance A = 277 sq.ft. increase

**Variance 2: Encroachment into the 0'-50' Buffer**

The applicant is also requesting a variance to encroach into the undisturbed stream buffer, measured from 0' to 50' from the top of the stream bank. The summary of the encroachment provided by the applicant is below:

**Variance B - encroachment into the 0'-50' buffer zone - Sec. 23-1905 (a)(1)**

- impervious improvement area =  $(92 + 201 + 320) = 613$  sq.ft.
- impervious removal area =  $(254 + 512) = 766$  sq.ft.
- net increase in impervious coverage in Variance A = 153 sq.ft. decrease

For this variance, the applicant is actually *decreasing* the total amount of encroachment into the buffer. However, the applicant is also encroaching into the 0'-25', and will need an approved variance from the state Environmental Protection Division (EPD) as well. In order to apply for this variance, he needs an approval from the local jurisdiction, in this case the City of Doraville.

**VARIANCE CONDITIONS ANALYSIS**

The Mayor and City Council are authorized to consider variances that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of the article will, in an individual case, result in practical difficulty or unnecessary hardship, so that the spirit of the article shall be observed, public safety and welfare secured, and substantial justice done. The existence of a nonconforming use of neighboring land, buildings or structures in the same or in other districts shall not constitute a reason for a variance. A variance may be granted in an individual case of unnecessary hardship upon a finding by the Mayor and City Council as relevant that the conditions pursuant to Sec. 23-1402 listed below are met:

- 1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.**

There are extraordinary conditions pertaining to this property regarding that are not applicable to most other properties. Though the property is quite large, a significant portion of the site is not developable due to a combination of the topography rendering it in the floodplain, the utility easements on the eastern



portion of the property, and the stream buffers imposed by ordinances of the City of Doraville and State of Georgia.

**2) A literal interpretation of the provisions of this article would deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.**

By the applicant’s calculations, approximately 5419 square feet, or 11.9% of the site, is developable without any kind of variances regarding stream buffer encroachment. Much of the existing home, as well as the accessory structures, are in locations that would not have been covered by a stream buffer at the time of their construction.

**3) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.**

The granting of a variance would not grant special privileges, since other properties of similar zoning typically have the ability to place a sufficiently sized dwelling structure, as well as accessory structures. Similarly, accessory structures are required by Doraville ordinance to be placed behind the principal structure, which in this case is nearly impossible due to the stream buffers.

**4) The requested variance will be in harmony with the purpose and intent of this article and will not be injurious to the neighborhood or to the general welfare.**

Approval of the requested variance will not allow a use or generate effects that would be injurious to the neighborhood or to the general welfare. The existing and proposed home additions, as well as the existing and proposed accessory structures, are in keeping with the intended development pattern and character of the zoning district.

The applicant is not anticipating any negative impacts on water quality of flow through the site. Most of the improvements the applicant is proposing are similar to what currently exists and has existed since the site was first developed.

**5) The special circumstances are not the result of the actions of the applicant.**

The special circumstances are not a result of the actions of the applicant. The stream buffer ordinances were put in place after the home was constructed in its present location. Furthermore, the existence of the utility and power easements on the property, and their north-south course, further removes developable land that would not require a variance.

**6) The variance requested is the minimum variance that will make possible the legal use of the land, building or structure.**

The variance requested is the minimum variance necessary to allow the applicant to add to the principal structure, and replace/repair the accessory structures as proposed in their attached plan.

**7) The variance is not a request to permit a use of land, buildings, or structures which is not permitted by right in the district involved.**

The variance does not permit a use or structure that is not allowed by right in the zoning district.

**PLANNING COMMISSION RECOMMENDATION 7/7/21:**

**V-21-11: APPROVAL**

**V-21-12: APPROVAL**

**STAFF RECOMMENDATION:**

**V-21-11: APPROVAL**

**V-21-12: APPROVAL**

# V-21-11+12

## Variances for 2837 Drury Court

July 21, 2021  
City Council Meeting



## Applicant

- Chris Henshaw

## Request

- **Variance** to encroach in the 0'-50' and 50'-75' stream buffers.

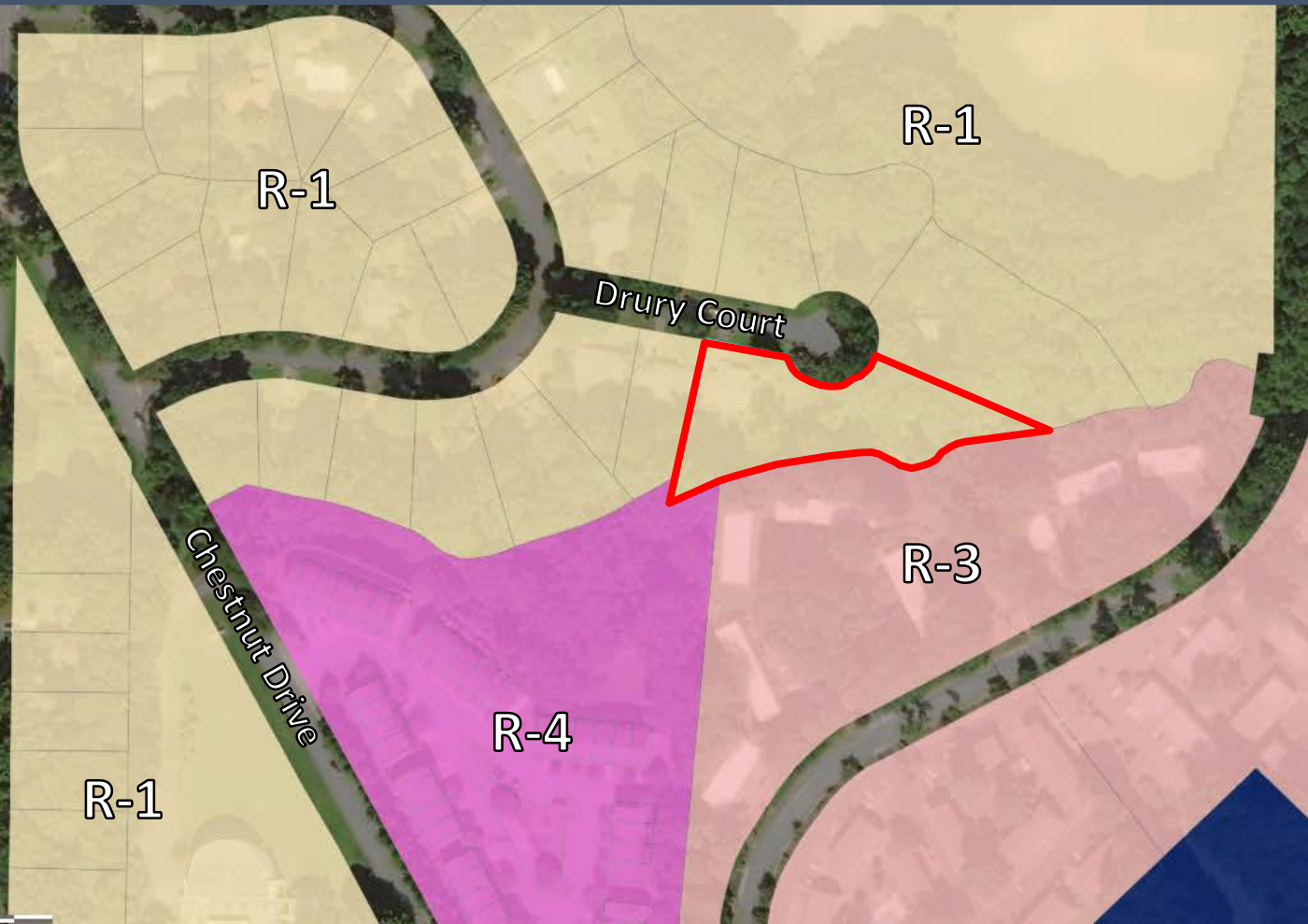
Variance	Section	Stream Buffer	Proposed Encroachment (sf)
1	23-1905(a)(2)	0'-50' Undisturbed Buffer	866 sf (277 sf net increase)
2	23-1905(a)(1)	50'-75' Impervious Surface Buffer	613 sf (153 sf net decrease)

# V-21-11+12: Aerial Map



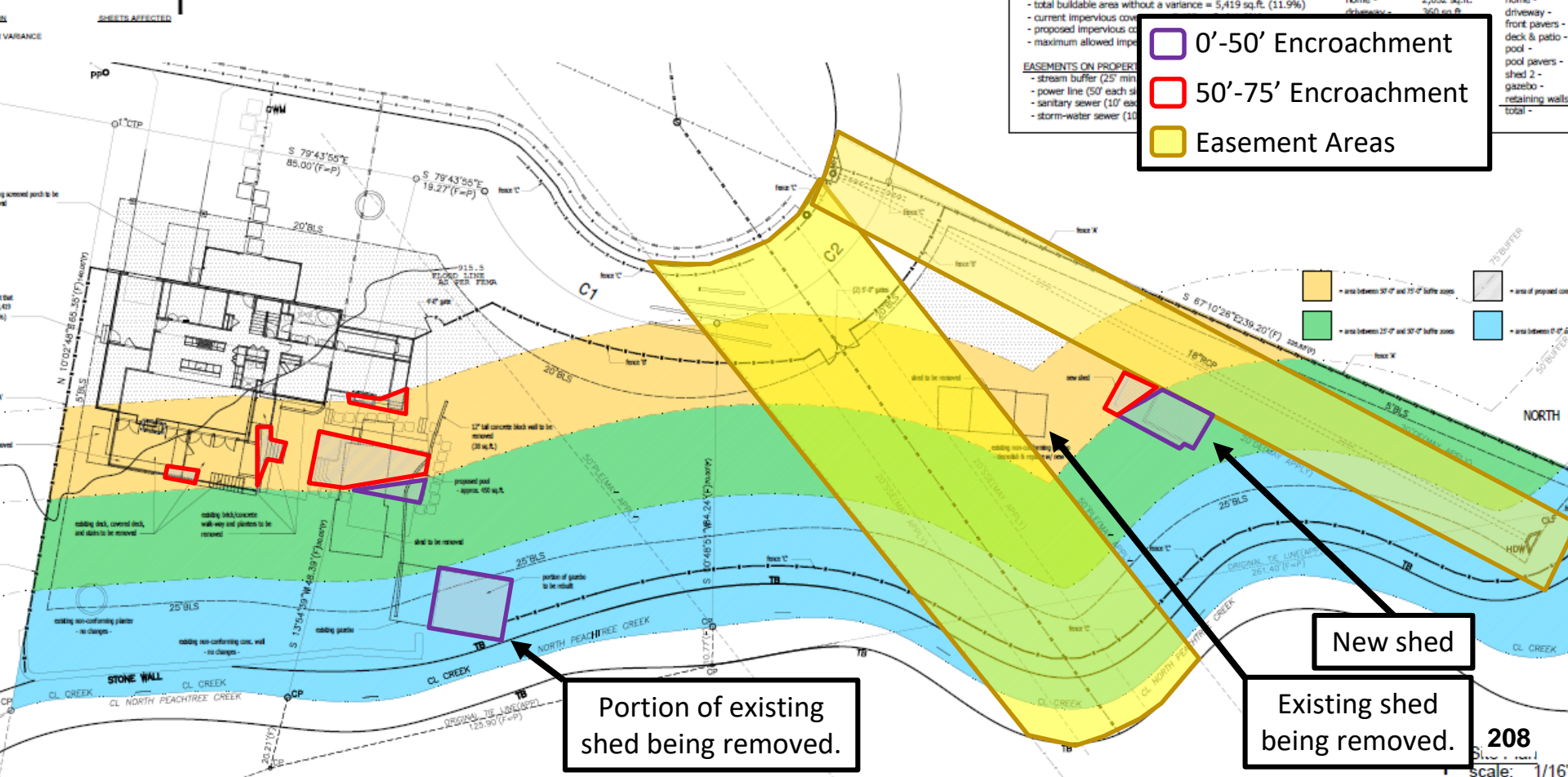


# V-21-11+12: Zoning Map



# V-21-11+12: Proposed Site Plan

- total buildable area without a variance = 5,419 sq.ft. (11.9%)
  - current impervious cover
  - proposed impervious cover
  - maximum allowed impervious cover
- home - driveway - 2,652 sq.ft.  
home - driveway - 360 sq.ft.
- home - driveway - front pavers - deck & patio - pool - pool pavers - shed 2 - gazebo - retaining walls - total -
- 0'-50' Encroachment
  - 50'-75' Encroachment
  - Easement Areas



Portion of existing shed being removed.

New shed

Existing shed being removed.















# V-21-11+12: Proposed Elevations



**Planning Commission Recommendation 7/7/21:**

**V-21-11: Approval**

**V-21-12: Approval**

**Staff Recommendation:**

**V-21-11: Approval**

**V-21-12: Approval**







**VARIANCE APPLICATION**  
Community Development Department

Application # V-21-11 + V-21-12



**APPLICANT**

Name: Chris Henshaw  
Mailing Address: 2594 Addison Drive, Doraville Ga 30340 Suite/Unit # \_\_\_\_\_  
E-mail: chris@studioHarchitecture.com Daytime Phone: 404-518-4928 Fax: \_\_\_\_\_

**PROPERTY OWNER (if different from the applicant)**

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**SUBJECT PROPERTY (provide separate cover page if more than one property)**

Street Address: 2837 Drury Court, Doraville, GA 30340  
Tax ID Parcel No.: 18 296 05 046 / 18 296 05 110 / 18 296 05 111 Council District: 2  
Current Zoning Category: R-1 Future Land Use Character Area: \_\_\_\_\_

Variance(s) Requested: \_\_\_\_\_  
Variance A - encroachment into the 50'-75' buffer zone - Sec. 21-1905 (a)(2)  
Variance B - encroachment into the 0'-50' buffer zone - Sec. 23-1905 (a)(1)  
\_\_\_\_\_  
\_\_\_\_\_

**Please SUBMIT DIGITALLY all the materials requested below:**

- \_\_\_ 1) Cover letter describing the requested variance, the proposed scope of work and the rational for the variance.
- \_\_\_ 2) Letter responding to each of the seven (7) "Standards" criteria. List each criterion before each response.
- \_\_\_ 3) Property Survey showing property lines, building footprints and parking layout for setback reductions. Applications seeking a streambank setback variance, surveys should also show topography lines, stream/floodplain areas and corresponding setback lines.
- \_\_\_ 4) For Stream buffer variances, provide Information outlined in this application.
- \_\_\_ 5) Full site plan, drawn-to-scale, for projects with any proposed new construction, additions, and/or site development work. Setback dimensions should be labeled (see site plan check list for plan requirements).
- \_\_\_ 6) Notarized property owner (or owner representative) authorization and applicant campaign contributions disclosure using the attached forms.
- \_\_\_ 7) Photographs, renderings, building elevations (as applicable to the variance request and project scope).
- \_\_\_ 9) Additional information required by the City based upon the initial application meeting with staff.



**NOTARIZED AUTHORIZATION OF PROPERTY LANDOWNER**

I, Chris Henshaw SWEAR THAT I AM THE **PROPERTY LANDOWNER**  
Printed owner(s) name

OF SUBJECT PROPERTY: 2837 Drury Court, Doraville, GA 30340  
WITH PARCEL ID NO.: 18 296 05 046 / 18 296 05 110 / 18 296 05 111

AS SHOWN IN THE RECORDS OF **DEKALB COUNTY**, GEORGIA WHICH IS THE SUBJECT MATTER OF THE ATTACHED APPLICATION. I AUTHORIZE THE PERSON NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION. I ALSO HEREBY AUTHORIZE CITY STAFF TO INSPECT PREMISES OF ABOVE DESCRIBED PROPERTY.

**NAME OF APPLICANT (PRINT CLEARLY):**

Chris Henshaw

ADDRESS: 2837 Drury Court  
Doraville, GA 30340

TELEPHONE: 404-518-4928 EMAIL: chris@studioHarchitecture.com

  
Signature of Property Landowner

Chris Henshaw  
Print Name of Property Landowner

Personally Appeared  
Before Me

Arika Birdsong Miller  
Print Name

Who Swears That The Information Contained  
In this Authorization Is True and Correct  
To The Best of His or Her Knowledge and Belief.

  
Signature of Notary Public

06/09/2021  
Date





Chris & Kimberly Henshaw Residence  
2837 Drury Court  
Doraville, GA 30340  
(lots 18 296 05 046 / 18 296 05 110 / 18 296 05 111)

V-21-11 + V-21-12

Variance A - encroachment into the 50'-75' buffer zone - Sec. 21-1905 (a)(2)

Variance B - encroachment into the 0'-50' buffer zone - Sec. 23-1905 (a)(1)

- 1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.
  - while the property is approx. 1 acre in size (45,692), only 5,419 sq.ft. are buildable due to a 75' stream-buffer setback, 100' powerline easement, 20' sanitary sewer easement, and 20' storm-water sewer easement. A vast majority of the property is unbuildable due to these special circumstances.
- 2) A literal interpretation of the provisions of this article would deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.
  - due to the small amount of buildable area on this lot, any improvements on this property normally afforded to other home owners must go through the variance process. If denied, I would not be able to use my property to the same extents as my neighbors.
- 3) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.
  - I am not asking for any improvements to my property that other, like zoned properties, wouldn't be able to do without a variance.
- 4) The requested variances will be in harmony with the purpose and intent of this article and will not be injurious to the neighborhood or to the general welfare.
  - the requested variances are harmonious with the neighborhood and surrounding properties. The home remodel, pool addition, shed and gazebo builds, and fencing, are all common occurrences within our neighborhood.
- 5) The special circumstances are not the result of the actions of the applicant.
  - No, the property and its associated easements were this way upon purchase. The setbacks and easements are existing conditions on the property that we are having to deal with.
- 6) The variance requested in the minimum variance that will make possible the legal use of the land, building or structure.
  - The requested property improvements were designed to have the least impact inside of the buffer zones and were kept to a minimum size and scope. Where possible, the designs seek to reduce impervious coverage. Each of the items serves to improve existing conditions on site.
- 7) The variance is not a request to permit a use of land, buildings, or structures which is not permitted by right in the district involved.
  - The items requested in the variances are allowed by right within the district. Each use would be allowed, by right, on a property that didn't have our setback and easement issues.



**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A. Ch 36-67A, the following questions must be answered:

Have you the applicant made \$250 or more in campaign contributions to a local government official within two years immediately preceding the filing of this application? Yes X No \_\_\_\_\_

If the answer is Yes, you must file a disclosure report with the governing authority of the City of Doraville showing:

1. The name and official position of the local government official to whom the campaign contribution was made.
2. The dollar amount and description of each campaign contribution made during the two years immediately preceding the filing of this application and date of each such contribution.

Arika Birdsong Miller 06/09/2021  
NOTARY DATE

[Signature] 6-9-21  
SIGNATURE OF APPLICANT DATE

Arika Birdsong-Miller  
Notary Name Printed

Chris Henshaw  
Applicant Name Printed

01/08/2022  
EXPIRATION DATE / SEAL



Check One: Owner X Applicant/Agent \_\_\_\_\_

**Subject Property Street Address:**

2837 Drury Court, Doraville, GA 30340

*I contributed to my own campaign and I will recuse myself from any and all votes related to these nominees.  
 - Chris-*



Application #: V-21-11 + V-21-12

**PRE-APPLICATION MEETING WITH STAFF**

Prior to submitting the application, applicants shall meet with staff to discuss all application submittal requirements.



DATE OF MEETING: 5-21-21

Please state the new zoning you are requesting: \_\_\_\_\_

requesting two variances on an R-1 property

Applicant's Signature: To the best of my knowledge, this pre-application review is correct and complete. Applicant will submit documentation for the application pursuant to the Zoning Ordinance of the City of Doraville.

Applicant signature: \_\_\_\_\_ Date: 6-9-21

Staff signature: \_\_\_\_\_ Date: 6/10/21

Staff name printed: Austin Shelton

*Staff signature only certifies that the required pre-application meeting has been held and does not indicate the position of the Community Development Department on any proposal.*

**APPLICANT SIGNATURES**

PLEASE READ THE FOLLOWING BEFORE SIGNING

This form must be completed in its entirety before it will be accepted. It must include all required attachments and filing fees. **An application which lacks any of the required attachments or information shall be deemed incomplete and shall not be accepted.**

Arika Birdsong-Miller 06/09/2021  
 NOTARY DATE

[Signature] 6-9-21  
 SIGNATURE OF APPLICANT DATE

Arika Birdsong-Miller  
 Notary Name Printed

Chris Henshaw  
 Applicant Name Printed

exp. 01/08/2022

Check One: Owner  Applicant/Agent \_\_\_\_\_



**PROJECT DIRECTORY**

**OWNER / ARCHITECT:**  
 studioH architecture  
 Chris Henshaw, AIA  
 2504 Addison Drive  
 Doraville, GA 30340  
 404-518-4928 (cell)  
 chris@studioHarchitecture.com

**BUILDING DEPARTMENT:**  
 City Of Doraville  
 Building Department  
 3125 Park Avenue  
 Doraville, GA 30340

**PROJECT DATA**

**APPLICABLE CODES:**

- International Building Code - 2018 Edition with 2020 Georgia State Amendments
- International Residential Code for One- and Two-Family Dwellings - 2018 Edition with 2020 Georgia State Amendments
- International Mechanical Code - 2018 Edition with 2020 Georgia State Amendments
- International Plumbing Code - 2018 Edition with 2020 Georgia State Amendments
- International Fuel Gas Code - 2018 Edition with 2020 Georgia State Amendments
- International Fire Code - 2018 Edition with 2020 Georgia State Amendments
- National Electrical Code - 2017 Edition with No Georgia State Amendments
- International Energy Conservation Code - 2015 Edition with 2020 Georgia State Supplements and Amendments
- NFPA 101 - Life Safety Code - 2018 Edition with 2020 State Amendments

**INDEX TO DRAWINGS**

NUM.	CONTENTS	REV.	ORDER
<b>ARCHITECTURAL</b>			
01	TITLE SHEET, INDEX, CODE INFORMATION, PROJECT DIRECTORY // SITE PLAN		
02	VARIANCE FORMS / NOTES		
03	SHED - PLANS / SECTIONS / ELEVATIONS		
04	POOL VARIANCE DRAWINGS		
05	FENCING DETAILS / GAZEBO PLANS		

**REVISIONS**

NUM.	DATE	DESCRIPTION	SHEETS AFFECTED
01	08-09-21	ISSUED FOR VARIANCE	

**Variance A - encroachment into the 50'-75' buffer zone - Sec. 21-1905 (a)(2)**

- Impervious improvement area = (31 + 85 + 450 + 352 + 92) = 866 sq.ft.
- Impervious removal area = (229 + 360) = 589 sq.ft.
- net increase in impervious coverage in Variance A = 277 sq.ft. increase

**Addition At Side of Home** - existing home will have an addition added onto the side (master bedroom, closet, and covered deck)  
 - existing deck, covered deck, stairs, concrete walk-way, brick planters to be removed / area of 742 sq.ft.  
 - variance request is to be allowed to build this addition as designed / 31 sq.ft. into this buffer zone

**Addition At Rear of Home** - existing home will have an addition added onto the rear (living, dining, screened porch, deck, stairs)  
 - existing deck, covered deck, stairs, concrete walk-way, brick planters to be removed / area of 742 sq.ft.  
 - area of addition to be built inside of the 75' stream buffer set-back = 746 sq.ft.  
 - area of addition to be built outside of existing non-conforming structure = 71 sq.ft.  
 - area of existing home to be demolished inside of 75' stream buffer and not replaced with new = 85 sq.ft.  
 - variance request is to be allowed to build this addition as designed / 85 sq.ft. into this buffer zone

**Pool Build / Shed Demo** - existing non-conforming shed will be demolished and replaced with an in-ground swimming pool  
 - current shed (and proposed replacement) sits inside of the 75' and 50' stream setbacks (but not inside of the 25' EDP setback)  
 - existing shed is 483 sq.ft. / proposed pool is 450 sq.ft. / 229 sq.ft. removed inside this buffer zone  
 - proposed pool will sit inside of the 75' setback and partially inside of the 50' stream buffer setback  
 - proposed pool will also sit approximately 8'-0" away from the home, which is closer to home than the current requirements of 20'-0"  
 - no part of the pool or pool deck will sit inside of the 25' EDP stream buffer setback  
 - variance request is to demolish the existing shed and replace with a new in-ground pool / 390 sq.ft. into this buffer zone

**Pool Pavers / Patio** - new non-conforming patio and pavers will be built surrounding the pool  
 - this area is comprised of three parts: patio area 1, patio area 2, stepping stone pavers  
 - patio area 1 - to be made from pervious pavers / approx. 280 sq.ft.  
 - patio area 2 - to be made from pervious pavers / approx. 174 sq.ft.  
 - stepping stone pavers w/ pervious materials between them / 13 (pavers) x 16 sq.ft. each = approx. 352 sq.ft.  
 - variance request is to add pavers as designed / 352 sq.ft. into this buffer zone

**Shed Build / Shed Demo** - existing non-conforming shed will be demolished and replaced with a new shed  
 - current shed (and proposed replacement) sits inside of the 75' stream setback (but not inside of the 50' local or 25' EDP setback)  
 - current shed sits inside of the 50' power-line easement  
 - existing shed is 360 sq.ft. / proposed shed is approx. 320 sq.ft.  
 - new shed to sit partially inside of the 75' stream buffer but is to avoid the sanitary sewer, storm-water, and power-line easements  
 - variance request is to demolish the existing shed and replace with a like-sized new shed / 226 sq.ft. into this buffer zone

**Variance B - encroachment into the 0'-50' buffer zone - Sec. 23-1905 (a)(1)**

- Impervious improvement area = (92 + 201 + 320) = 613 sq.ft.
- Impervious removal area = (254 + 512) = 766 sq.ft.
- net increase in impervious coverage in Variance B = 153 sq.ft. decrease

**Shed Build / Shed Demo** - existing non-conforming shed will be demolished and replaced with a new shed  
 - current shed (and proposed replacement) sits inside of the 75' stream setback (but not inside of the 50' local or 25' EDP setback)  
 - current shed sits inside of the 50' power-line easement  
 - existing shed is 360 sq.ft. / proposed shed is approx. 320 sq.ft.  
 - new shed to sit partially inside of the 75' stream buffer but is to avoid the sanitary sewer, storm-water, and power-line easements  
 - variance request is to demolish the existing shed and replace with a like-sized new shed / 92 sq.ft. into buffer zone

**Pool Build / Shed Demo** - existing non-conforming shed will be demolished and replaced with an in-ground swimming pool  
 - current shed (and proposed replacement) sits inside of the 75' and 50' stream setbacks (but not inside of the 25' EDP setback)  
 - existing shed is 483 sq.ft. / proposed pool is 450 sq.ft. / 254 sq.ft. removed inside this buffer zone  
 - proposed pool will sit inside of the 75' setback and partially inside of the 50' stream buffer setback  
 - proposed pool will also sit approximately 8'-0" away from the home, which is closer to home than the current requirements of 20'-0"  
 - no part of the pool or pool deck will sit inside of the 25' EDP stream buffer setback  
 - stepping stone pavers w/ pervious materials between them / 9 (pavers) x 16 sq.ft. each = approx. 144 sq.ft.  
 - variance request is to demolish the existing shed and replace with a new in-ground pool / 201 sq.ft. into buffer zone

**Fencing** - existing non-conforming fencing will be removed and replaced with new fencing  
 - current chain-link fencing is to be removed and replaced with three different fencing types  
 - type 1 = 6'-0" tall wood fencing / posts at approx. 8'-0" o.c. / 1" gaps between horizontal boards  
 - type 2 = 4'-0" tall wood fencing / posts at approx. 8'-0" o.c. / 1" gaps between horizontal boards  
 - type 3 = 1'-0" tall wood 'rail' / 8'-0" long 4x6 rails on 4" round posts / 0 sq.ft. into buffer zone (fencing is linear)

**Gazebo Repair** - existing non-conforming gazebo needs to be remodeled.  
 - will be installing new vertical supports and rebuilding the single-pitched sloped roof  
 - will be removing the existing brick pavers and replacing with elevated wood deck  
 - elevated wood deck will allow for minimum water runoff blockage  
 - existing gazebo is 16'-0" x 32'-0" (approx. 512 sq.ft.)  
 - proposed repairs will shrink the gazebo to 16'-0" x 20'-0" (approx. 320 sq.ft.) /  
 - proposed reduction of impervious coverage of 192 sq.ft. / 320 sq.ft. into buffer zone

**LOT FACTS:**

- lot size = 45,692 sq.ft. (1.04 acres)
- total buildable area without a variance = 5,419 sq.ft. (11.9%)
- current impervious coverage = 5,405 sq.ft. (11.8%)
- proposed impervious coverage = 5,826 sq.ft. (12.8%)
- maximum allowed impervious by right = 18,277 sq.ft. (40%)

**Current Impervious Coverage:**

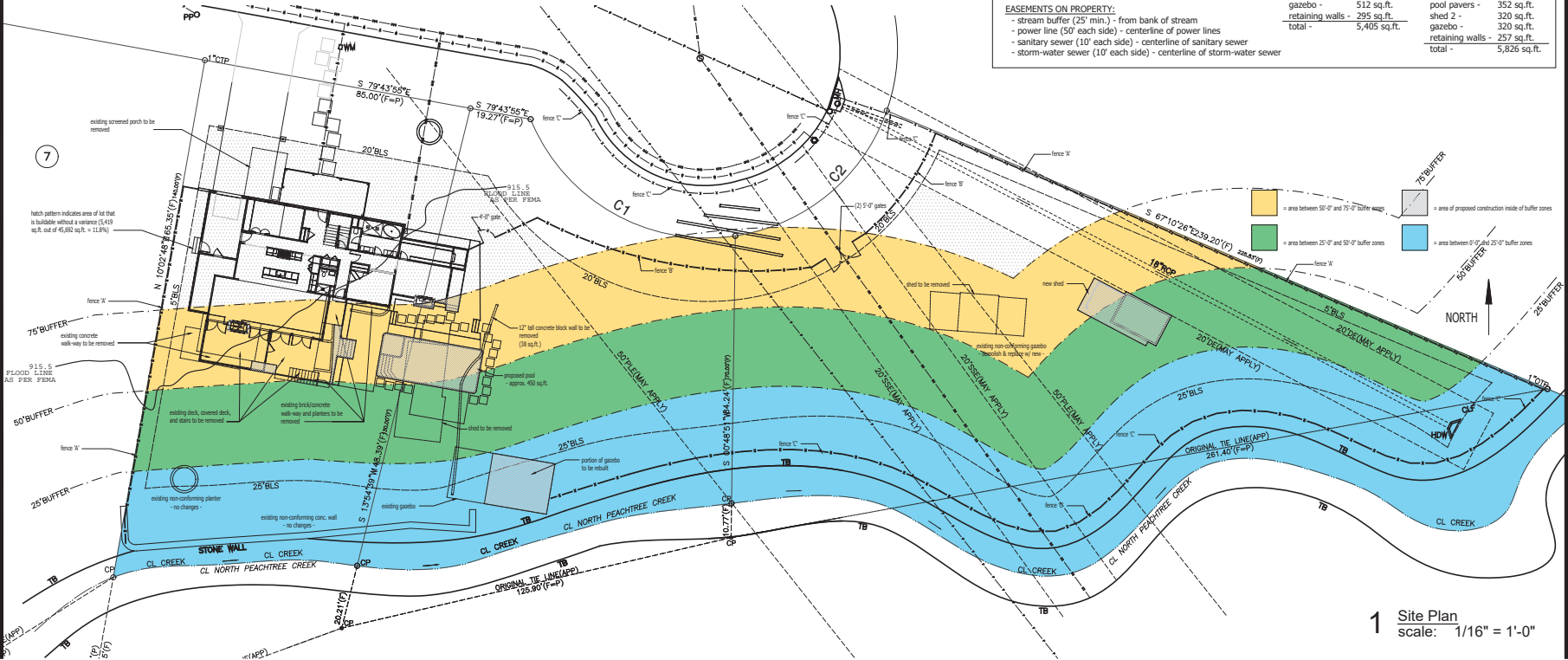
home	2,652 sq.ft.
driveway	360 sq.ft.
deck & patio	743 sq.ft.
shed 1	483 sq.ft.
shed 2	360 sq.ft.
gazebo	512 sq.ft.
retaining walls	295 sq.ft.
total	5,405 sq.ft.

**Proposed Impervious Coverage:**

home	2,680 sq.ft.
driveway	717 sq.ft.
front pavers	77 sq.ft.
deck & patio	650 sq.ft.
pool	450 sq.ft.
pool pavers	352 sq.ft.
shed 2	320 sq.ft.
gazebo	320 sq.ft.
retaining walls	257 sq.ft.
total	5,826 sq.ft.

**EASEMENTS ON PROPERTY:**

- stream buffer (25' min.) - from bank of stream
- power line (50' each side) - centerline of power lines
- sanitary sewer (10' each side) - centerline of sanitary sewer
- storm-water sewer (10' each side) - centerline of storm-water sewer



**1** Site Plan  
 scale: 1/16" = 1'-0"



DATE: 08/09/21  
 REVISION:



studioH architecture, llc  
 chris henshaw, AIA  
 2504 addison drive  
 doraville, ga 30340

Henshaw Residence  
 2837 Drury Court  
 Doraville, GA 30340

COVER INFORMATION  
 EXTERIOR ELEVATIONS

01

- issued for construction -





DATE: 06/04/21  
REVISION:



studioH architecture, llc  
chris henshaw, AIA  
2504 adison drive  
doraville, ga 30340

Henshaw Residence  
2837 Drury Court  
Doraville, GA 30340

VARIANCE FORMS AND NOTES  
EXISTING HOME PHOTOS

02

- issued for construction -

VARIANCE APPLICATION form with 'PURPOSE OF VARIANCE' and 'APPLICATION PROCESS' sections.

VARIANCE APPLICATION form with 'SUBJECT PROPERTY' and 'PROPOSED CHANGES' sections.

VARIANCE APPLICATION form with 'NOTARIZED AUTHORIZATION OF PROPERTY LANDOWNER' section.

VARIANCE APPLICATION form with 'DECLARATION OF CAMPAIGN CONTRIBUTIONS' section.

VARIANCE APPLICATION form with 'REAPPLICATION MEETING WITH STAFF' and 'APPLICANT SIGNATURES' sections.

VARIANCE APPLICATION form with 'STANDARDS CRITERIA for a Variance in all zoning districts, except LC, CDD, etc.' section.

VARIANCE APPLICATION form with 'STANDARDS CRITERIA for a Variance in Single-Family Residential (SFR) Districts' section.

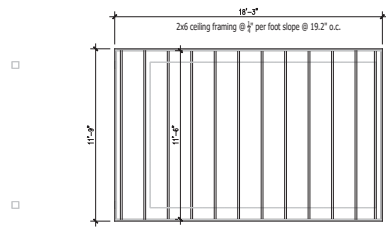
VARIANCE APPLICATION form with 'ADDITIONAL requirements for Streambank Buffers and Wetlands in all zoning districts' section.

VARIANCE APPLICATION form with 'ADMINISTRATIVE FEES' section.

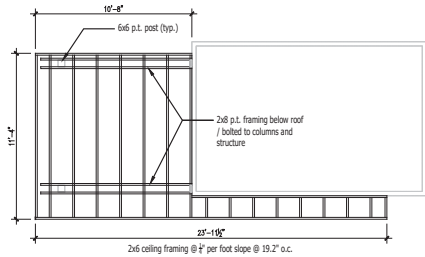
VARIANCE APPLICATION form with 'SIT PLAN REQUIREMENTS' section.



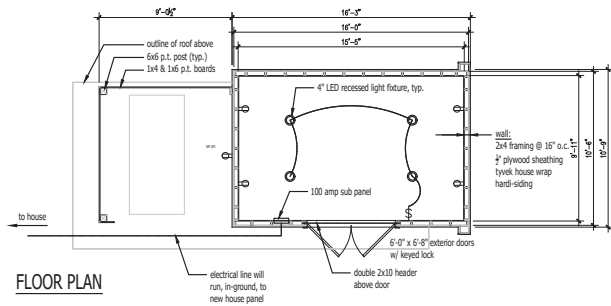
EXISTING HOME



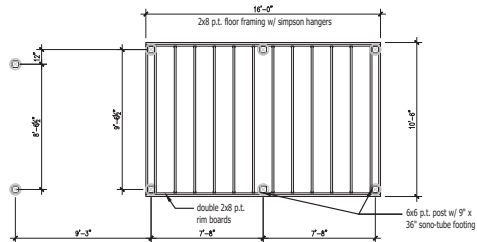
CEILING FRAMING PLAN - UPPER



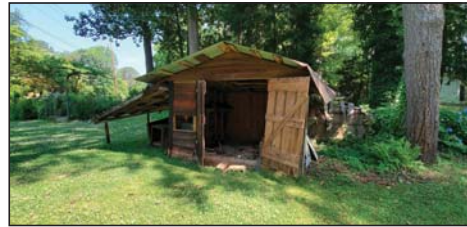
CEILING FRAMING PLAN - LOWER



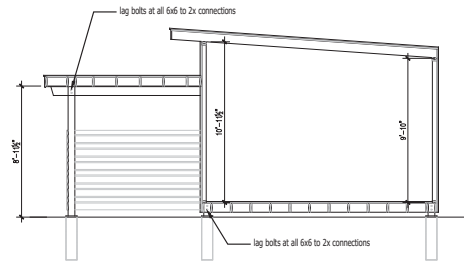
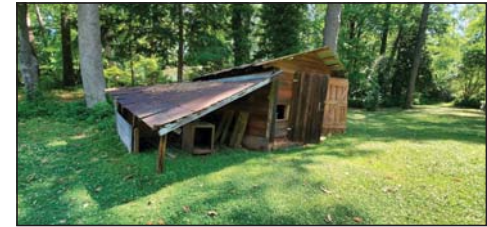
FLOOR PLAN



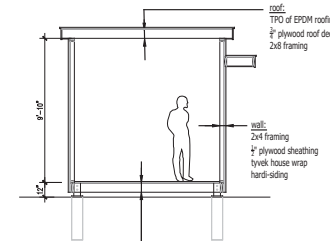
FLOOR FRAMING PLAN



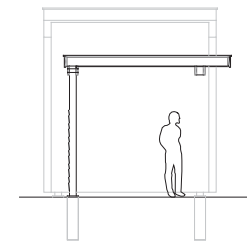
OLD SHED BEING REMOVED



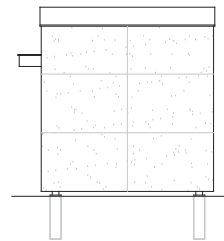
SECTION 1



SECTION 2



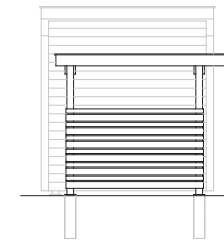
SECTION 3



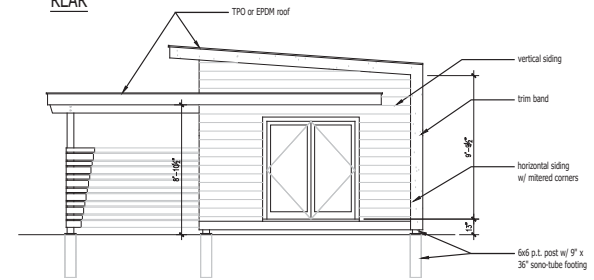
RIGHT SIDE



REAR



LEFT SIDE



FRONT

1 Shed Plans  
scale: 1/4" = 1'-0"



DATE: 08/06/21  
REVISION:



studioH architecture, llc  
chris henshaw, AIA  
2504 adriatic drive  
doraville, ga 30340

Henshaw Residence  
2837 Drury Court  
Doraville, GA 30340

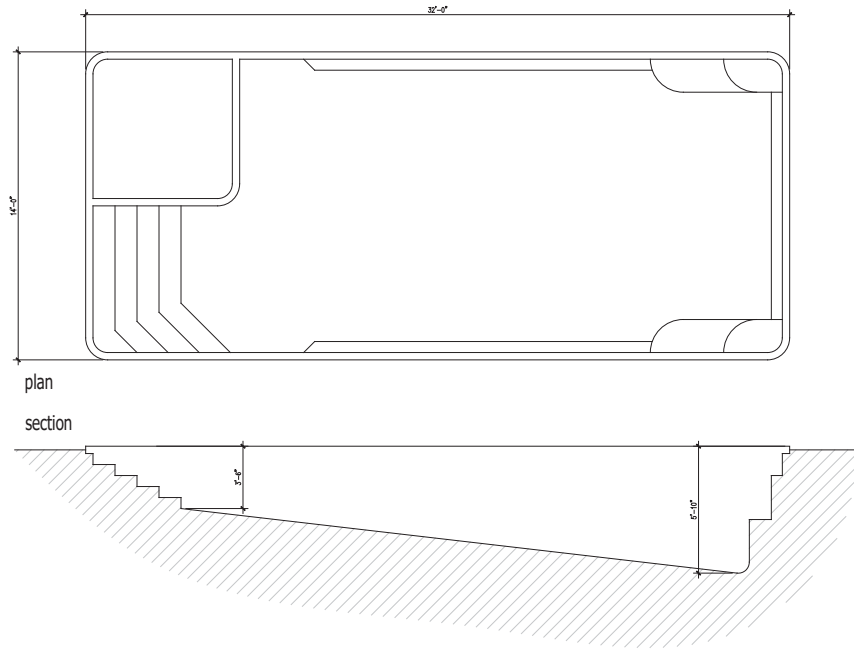
SHED PLANS AND DETAILS  
EXISTING SHED PHOTOS

03

- issued for construction -

Tallman Pools / Regal Fiberglass Pool

- 14'-0" x 32'-0"
- depth = 3'-6" - 5'-10"
- 11,400 gallons
- 407 sq.ft. plus coping



OLD SHED BEING REMOVED



photos / renderings



DATE: 08/08/21  
REVISION:



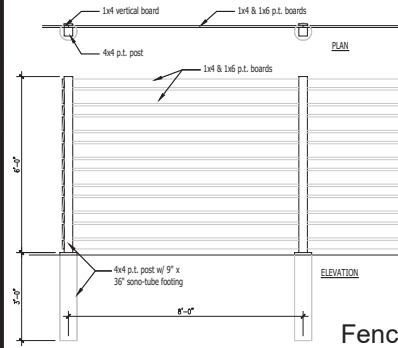
studioH architecture, llc  
Chris Henshaw, AIA  
2504 Ardison drive  
Doraville, ga 30340

Henshaw Residence  
2837 Drury Court  
Doraville, GA 30340

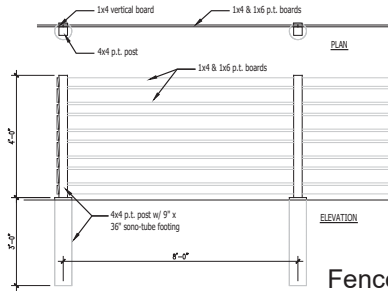
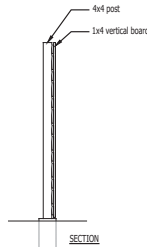
POOL NOTES & DETAILS  
EXISTING SHED PHOTOS



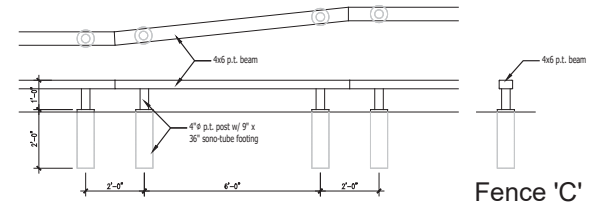
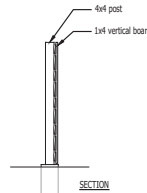
**FENCE NOTES:**  
 - fence types 'A' and 'B' are designed to meet Georgia's swimming pool fencing laws  
 - all fence posts to be p.t. wood embedded in tube concrete footings  
 - all wooden parts of the fence are to be stained and sealed



Fence 'A'



Fence 'B'



Fence 'C'



DATE: 08/08/21  
 REVISION:



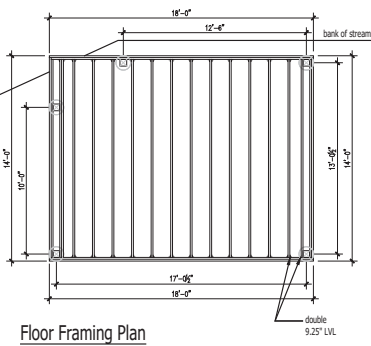
studioH architecture, llc  
 Chris Henshaw, AIA  
 2504 Addison Drive  
 Doraville, GA 30340

Henshaw Residence  
 2837 Drury Court  
 Doraville, GA 30340

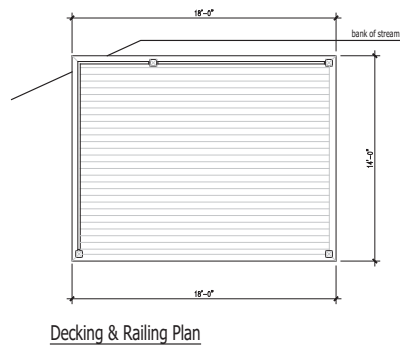
FENCING DETAILS AND NOTES  
 GAZEBO PLANS AND PHOTOS

05

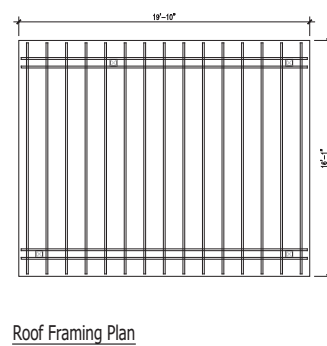
- issued for construction -



Floor Framing Plan



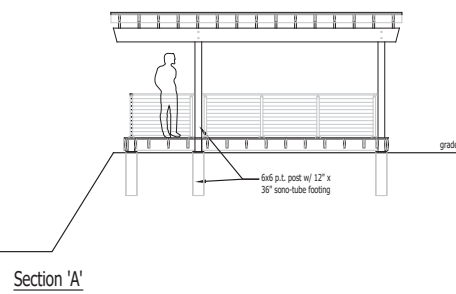
Decking & Railing Plan



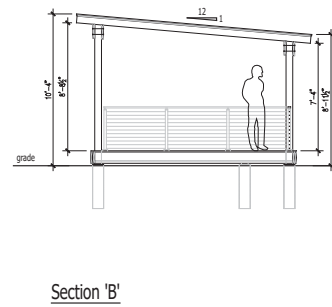
Roof Framing Plan



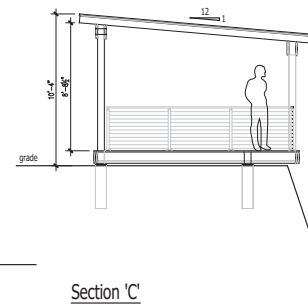
OLD GAZEBO BEING REMODELED



Section 'A'



Section 'B'



Section 'C'

double 9.25' LVL

1 Gazebo Plans  
 scale: 1/4" = 1'-0"

**PROJECT DIRECTORY**

**BUILDING DEPARTMENT:**  
 City Of Doraville  
 Building Department  
 3725 Park Ave  
 Doraville, GA 30340  
 770-451-8745

**OWNER / ARCHITECT:**  
 studioH architecture  
 Chris Henshaw, A.I.A.  
 2594 Addison Drive  
 Doraville, GA 30340  
 404-954-2724  
 chris@studioharchitecture.com

**PROJECT DATA**

- APPLICABLE CODES:**
- International Building Code - 2018 Edition with 2020 Georgia State Amendments
  - International Residential Code for One and Two-Family Dwellings, 2018 Edition with 2020 Georgia State Amendments
  - International Mechanical Code - 2018 Edition with 2020 Georgia State Amendments
  - International Plumbing Code - 2018 Edition with 2020 Georgia State Amendments
  - International Fuel Gas Code - 2018 Edition with 2020 Georgia State Amendments
  - International Fire Code - 2018 Edition with 2020 Georgia State Amendments
  - National Electric Code - 2017 Edition with No Georgia State Amendments
  - International Energy Conservation Code - 2015 Edition with 2020 Georgia State Supplements and Amendments
  - NFPA 101 - Life Safety Code - 2018 Edition with 2020 State Amendments

**REVISIONS**

NUM. DATE DESCRIPTION

SHEETS AFFECTED

**INDEX TO DRAWINGS**

NUM.	CONTENTS	REV.	ORDER
<b>ARCHITECTURAL</b>			
01	TITLE SHEET, INDEX, CODE INFORMATION, PROJECT DIRECTORY // ELEVATIONS		
02	SITE PLAN		
03	EXISTING/ DEMO BASEMENT PLAN PROPOSED BASEMENT FOUNDATION PLAN		
04	DEMOWEXISTING FLOOR PLAN PROPOSED FLOOR PLAN		
05	PROPOSED EXTERIOR ELEVATIONS WINDOW SCHEDULE		
06	PROPOSED INTERIOR ELEVATIONS		
07	PROPOSED INTERIOR ELEVATIONS		
08	PROPOSED INTERIOR ELEVATIONS		
09	PROPOSED INTERIOR ELEVATIONS		
10	PROPOSED INTERIOR ELEVATIONS BUILDING SECTION		
11	PROPOSED BASEMENT FLOORING FRAMING PLAN PROPOSED FIRST FLOOR FRAMING PLAN		
12	PROPOSED RCP PROPOSED ROOF FRAMING PLAN		
13	PROPOSED ELECTRICAL PLAN PROPOSED LIGHTING PLAN		
14	FIREPLACE UL DETAILS GA-PRESCRIPTIVE DECK DETAILS		

# Henshaw Residence

2837 Drury Court  
 Doraville, GA 30340

Project Description:

Complete gut, remodel, and addition to an existing single story home. Existing foundations and exterior 1st floor walls to remain. Variances will be required for the additions at the side and rear of home. No trees to be disturbed during construction. Finished home will be 4-bedroom / 3-bath and approximately 2700 sq.ft. A new water meter and water-line will be installed to the home (second line for irrigation and pool filling). An upgraded electrical service will be run to the house (increasing from 125 amps to 400 amps). The existing waste-water main line will be re-routed during construction to accommodate the proposed pool (no changes to the sewer tap or line).

**SQUARE FOOTAGE:**  
 - heated & cooled -  
 1st floor - 2,321 sq.ft. (heated & cooled)  
 2nd floor - 622 sq.ft. (heated & cooled)  
 - other -  
 1st floor - 238 sq.ft. (garage)  
 1st floor - 292 sq.ft. (front porch)  
 1st floor - 390 sq.ft. (rear deck)  
 1st floor - 266 sq.ft. (rear sunroom)  
 1st floor - 46 sq.ft. (master deck)



DATE: 10/2/2020  
 REVISION:



studioH architecture  
 chris henshaw, A.I.A.  
 2594 addison drive  
 doraville, ga 30340

**Henshaw Residence**

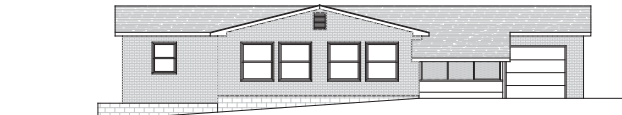
2837 Drury Court  
 Doraville, GA 30340

COVER INFORMATION  
 EXTERIOR ELEVATIONS

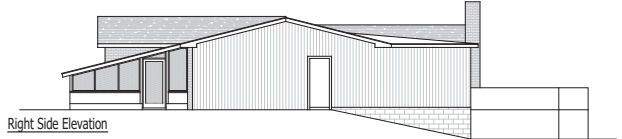
- Issued For Construction -

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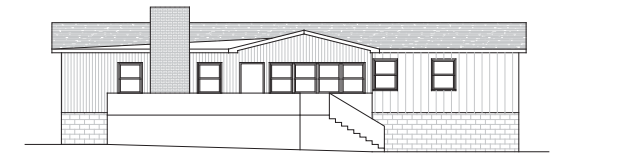




Front Elevation



Right Side Elevation



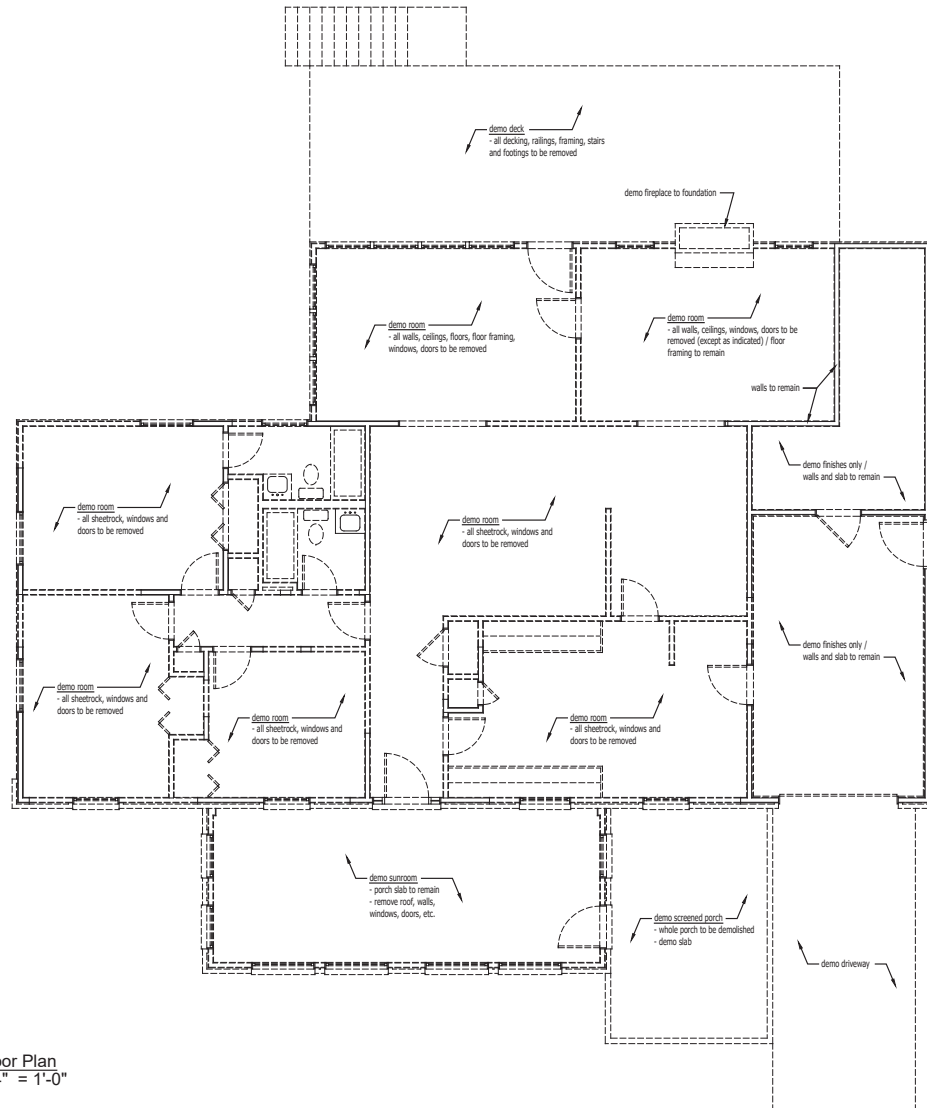
Rear Elevation



Left Side Elevation

2 Existing Exterior Elevations  
scale: 1/8" = 1'-0"

- Demolition Notes:**
1. no asbestos has been identified inside of the home, but if found on-site, stop work and contact the owner to begin proper remediation procedures.
  2. all sheetrock and other interior finishes to be removed.
  3. demo all fixtures and finishes, including cabinetry, plumbing fixtures, lighting, electrical, hvac, etc. electrical panel to be removed after power is disconnected from home.
  4. existing hardwood floors to remain / will be used as sub-floor in remodel
  5. all windows and exterior doors to be removed.
  6. all roofing and roof/ceiling framing to be demolished.
  7. after demolition, only foundations, floor framing, sub-floor and floor-finishes, and exterior wall framing to remain.



1 Existing Floor Plan  
scale: 1/4" = 1'-0"

DATE: 10/13/2020  
REVISION:



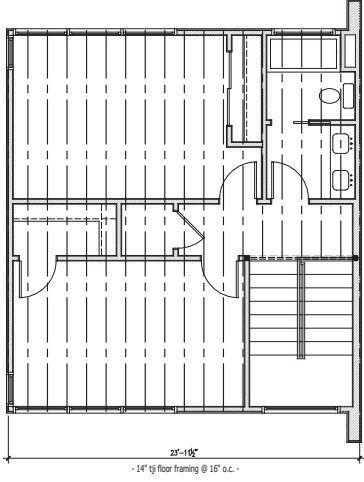
studioH architecture  
chris henshaw, A.I.A.  
2504 addison drive  
doraville, ga 30340

**Henshaw Residence**  
2837 Drury Court  
Doraville, GA 30340

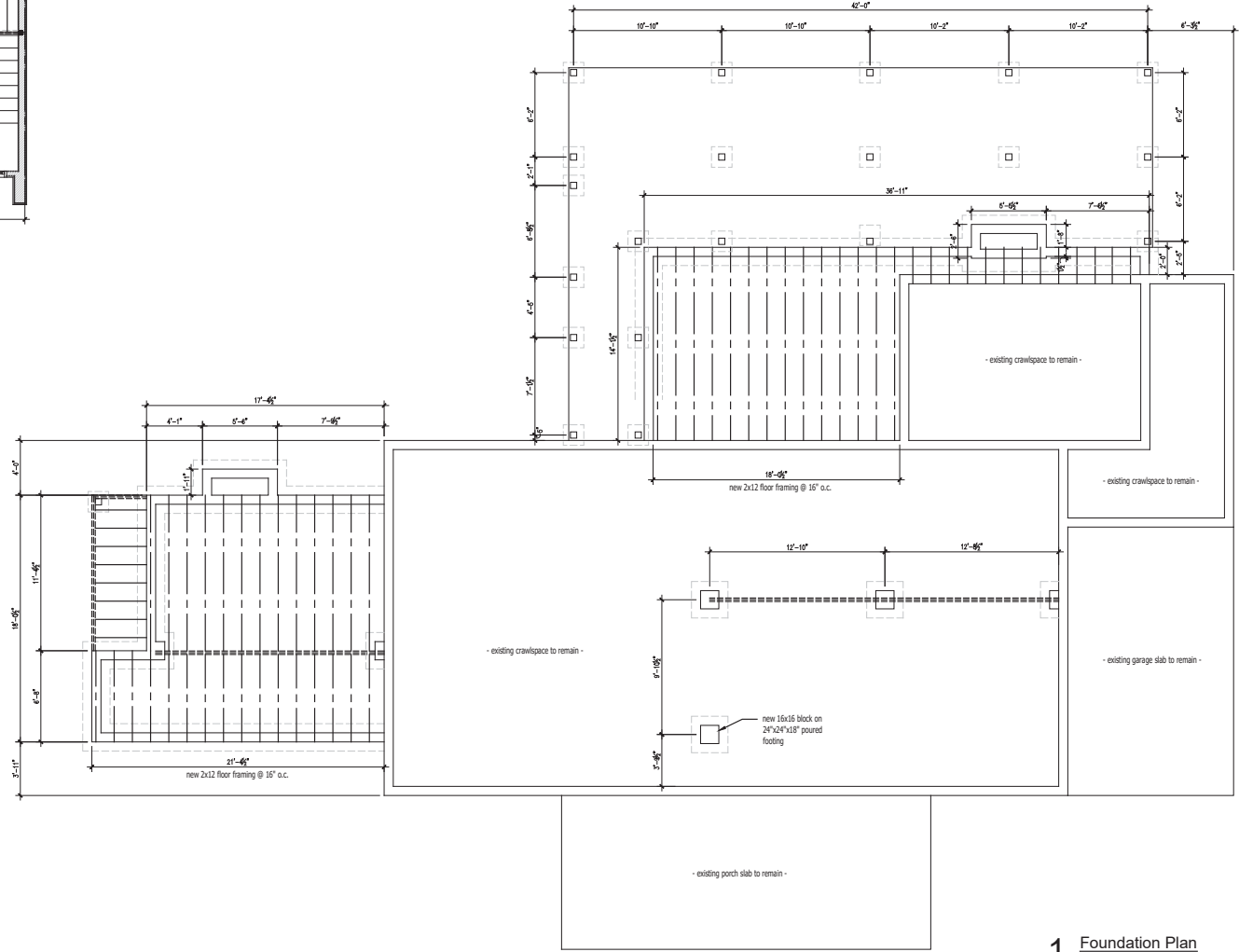
COVER INFORMATION  
EXTERIOR ELEVATIONS

- Issued For Construction -

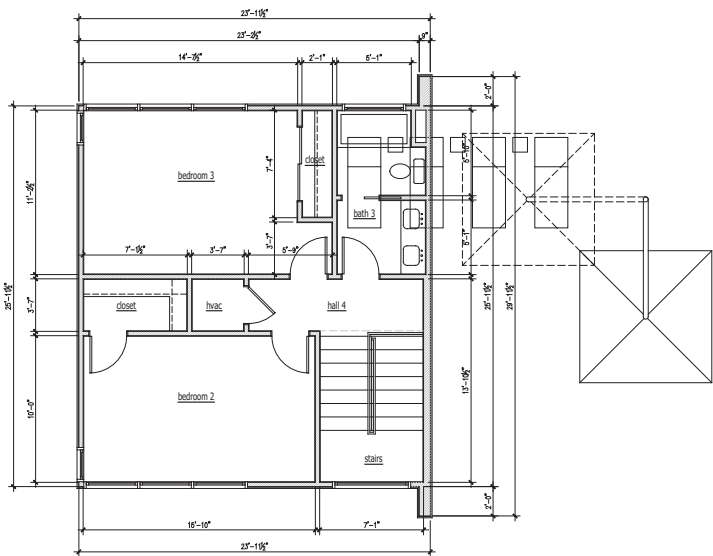
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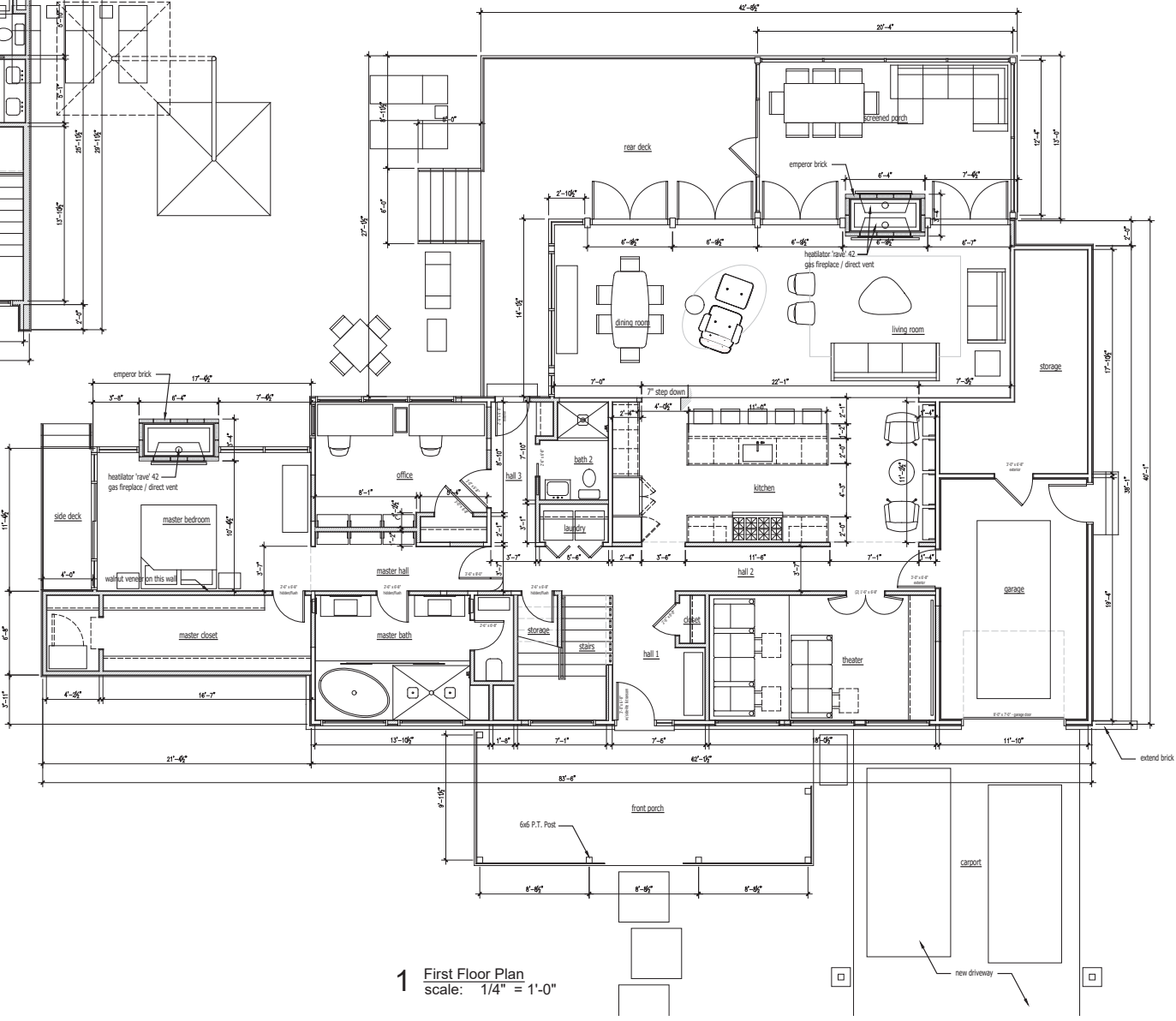
**2** 2nd Floor -Floor Framing  
 scale: 1/4" = 1'-0"



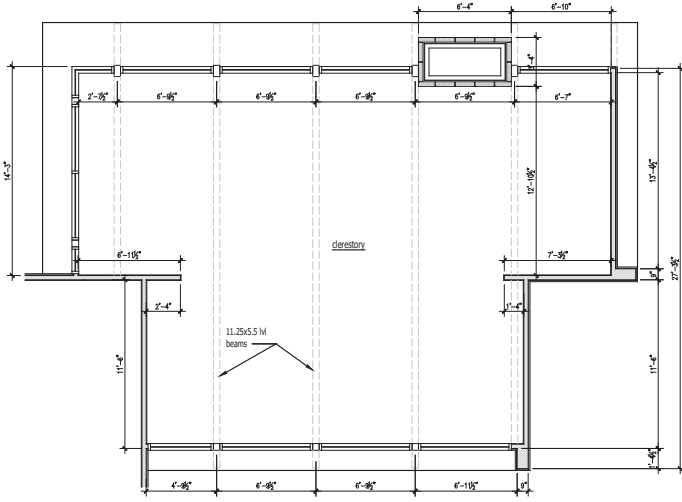
**1** Foundation Plan  
 scale: 1/4" = 1'-0"



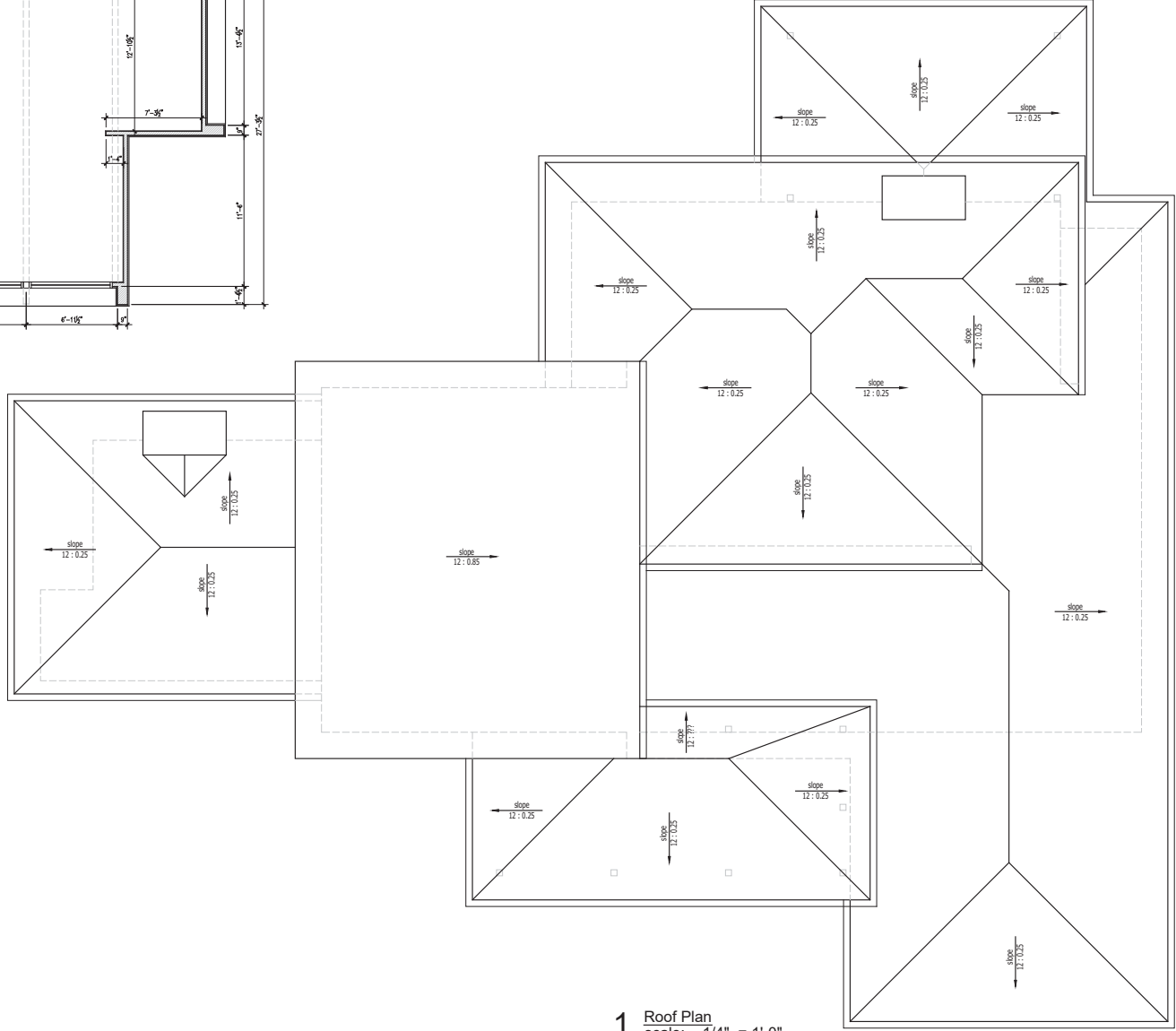
1 Second Floor Plan  
scale: 1/4" = 1'-0"



1 First Floor Plan  
scale: 1/4" = 1'-0"



1 Clerestory Plan  
 scale: 1/4" = 1'-0"

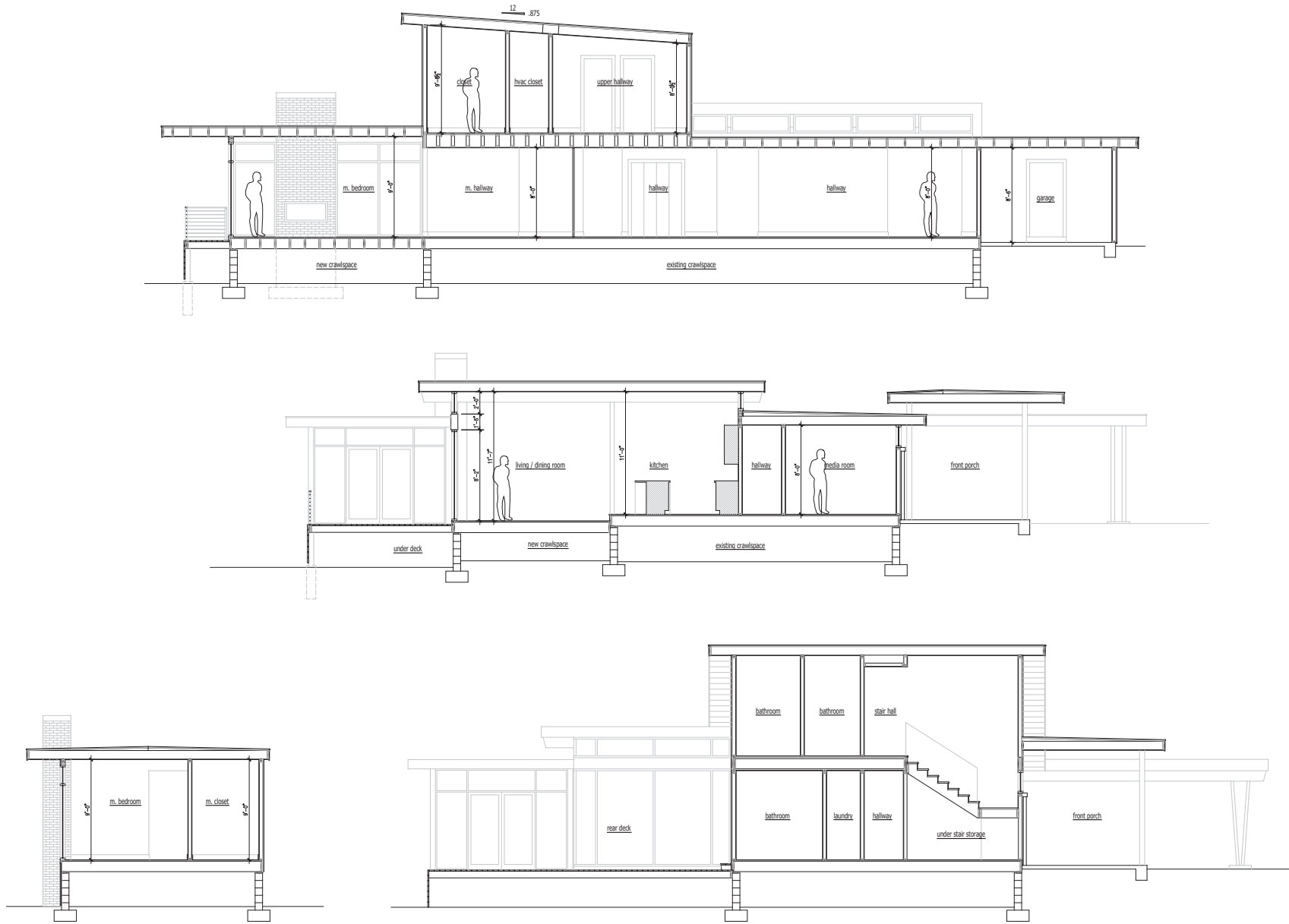


1 Roof Plan  
 scale: 1/4" = 1'-0"









1 Building Sections  
 scale: 1/4" = 1'-0"

DATE: 10/20/20  
 REVISION:



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 chris henshaw, AIA  
 2594 addison drive  
 doraville, ga 30340

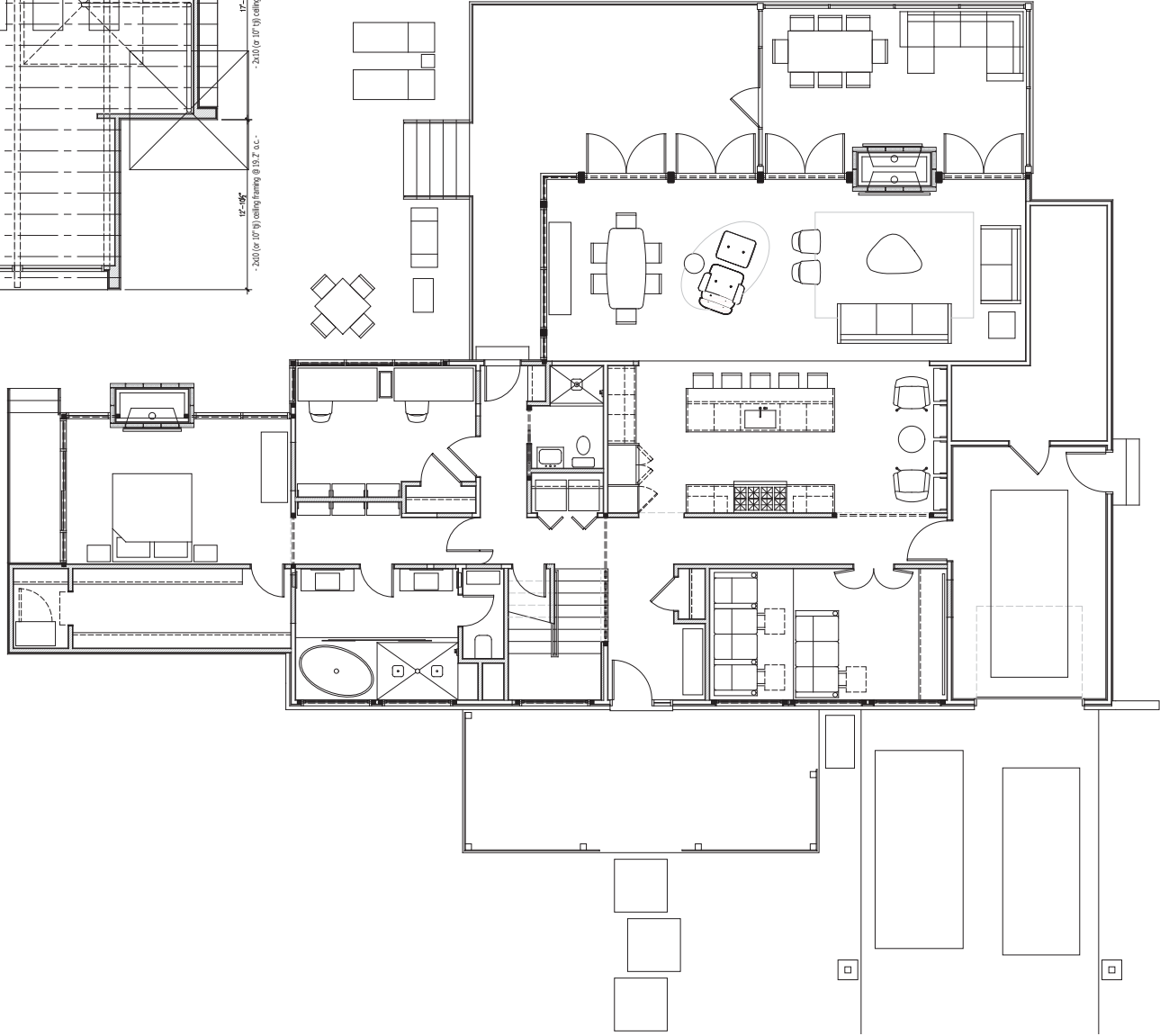
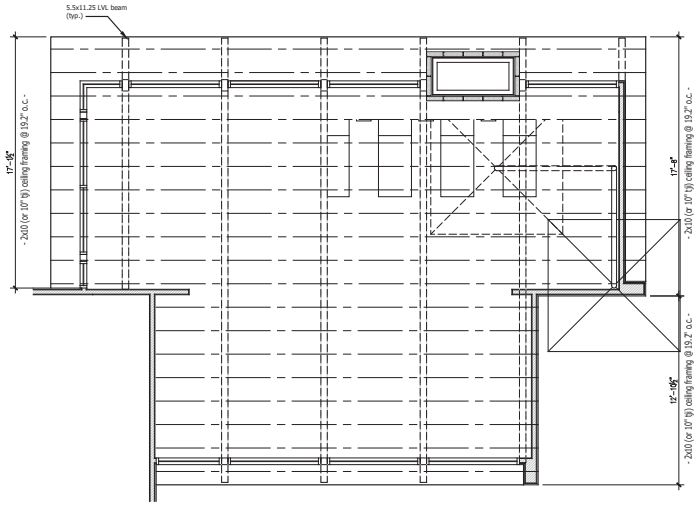
Henshaw Residence

2837 Drury Court  
 Doraville, GA 30340

Proposed Building Sections

Issued For Construction

1 Roof Framing - Clerestory  
scale: 1/4" = 1'-0"



Proposed Framing Plan

DATE:  
10/19/2020

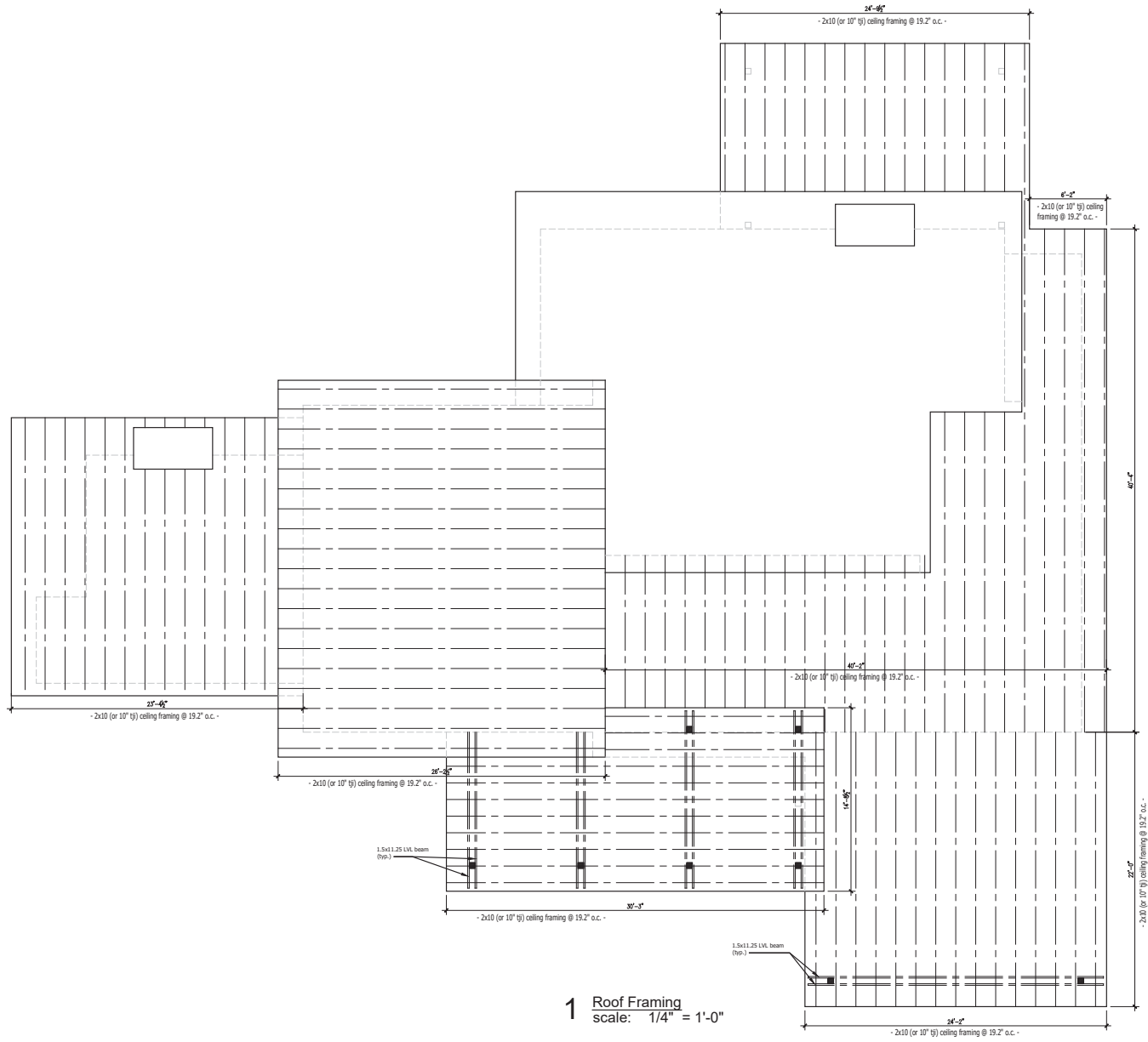
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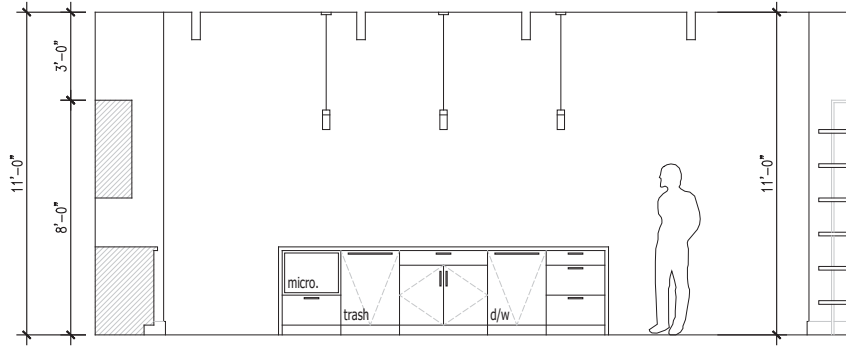
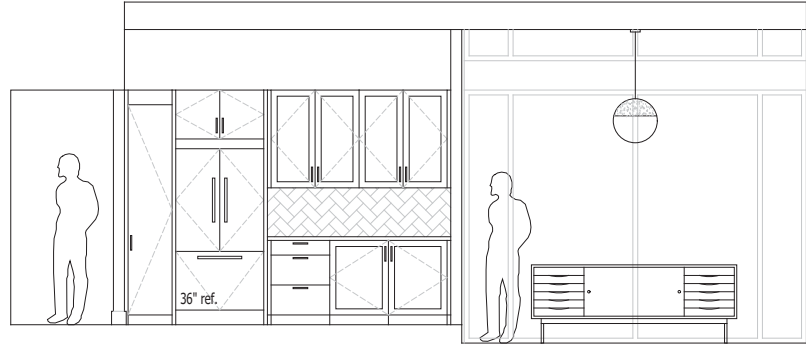
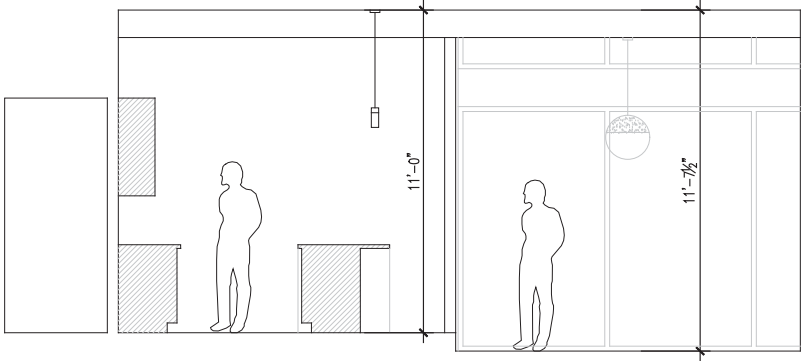
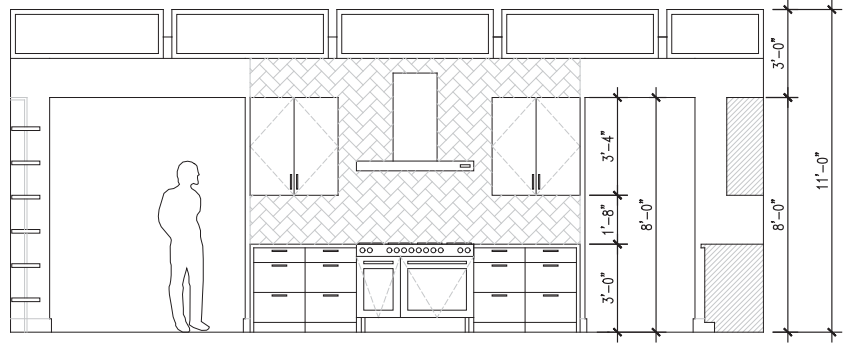
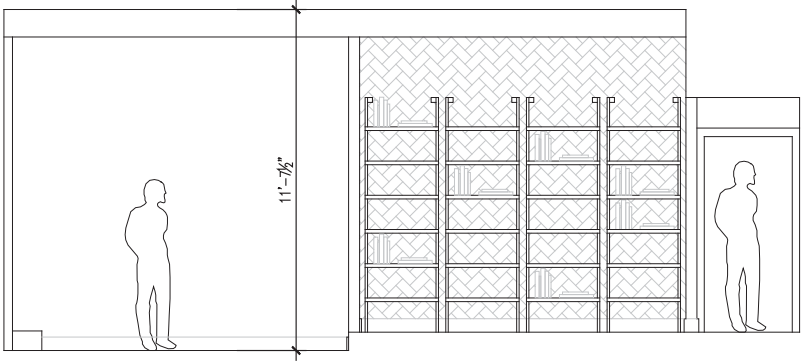
studioH architecture  
chris henshaw, A.I.A.  
2594 addison drive  
doraville, ga 30340

**Henshaw Residence**  
2837 Drury Court  
Doraville, GA 30340

Issued For Construction -



1 Roof Framing  
 scale: 1/4" = 1'-0"



1 Interior Elevations  
scale: 1/2" = 1'-0"

DATE:  
REVISION:



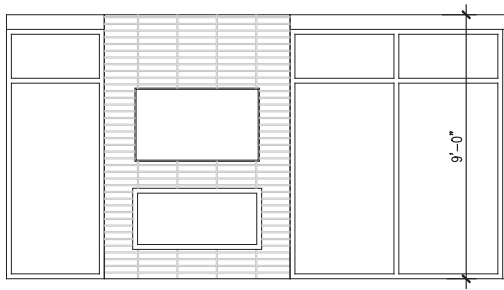
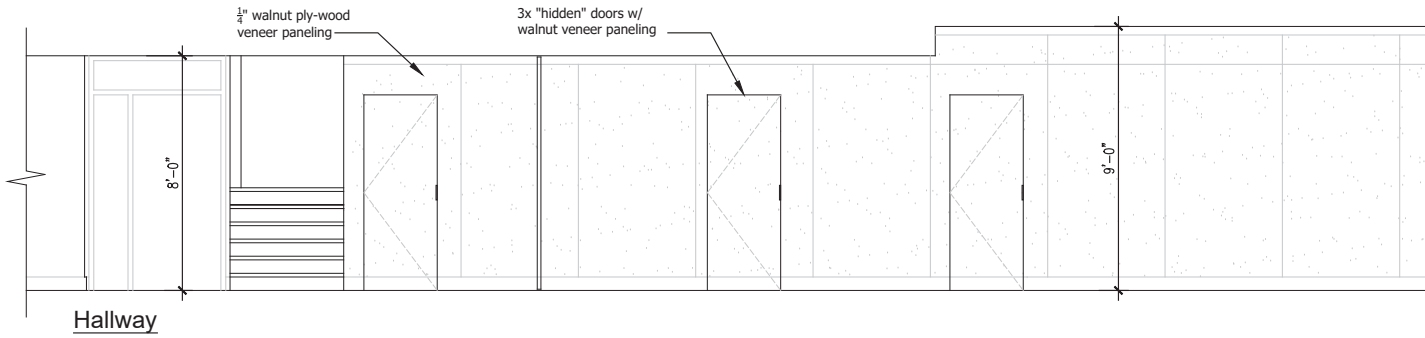
studioH architecture  
chris henshaw, A.I.A.  
2594 addison drive  
doraville, ga 30340

Henshaw Residence

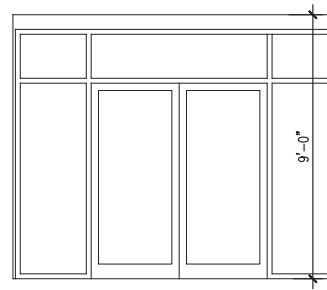
2837 Drury Court  
Doraville, GA 30340

Proposed Interior Elevations

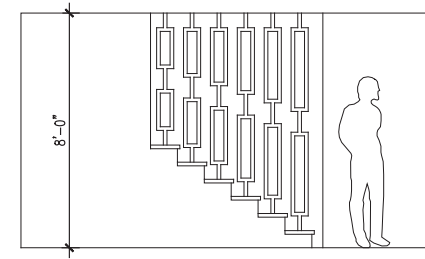
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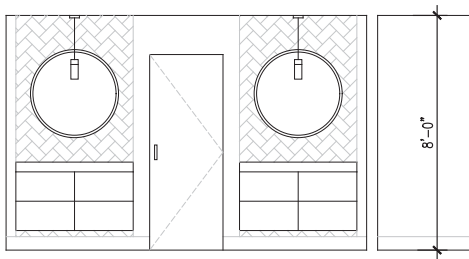
m. bedroom



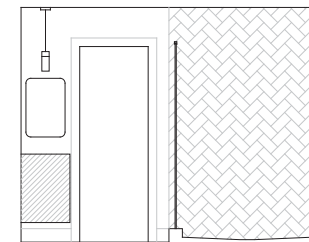
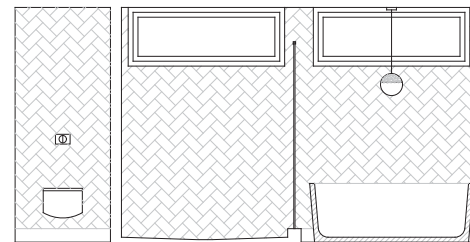
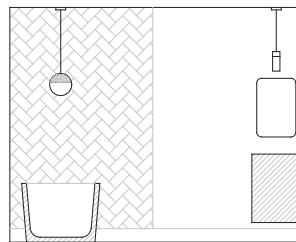
m. bedroom



entry / stair



m. bath



1 Proposed - Interior Elevations  
scale: 1/2" = 1'-0"

DATE: 10/13/2020  
REVISION:



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2594 addison drive  
doraville, ga 30340

Henshaw Residence

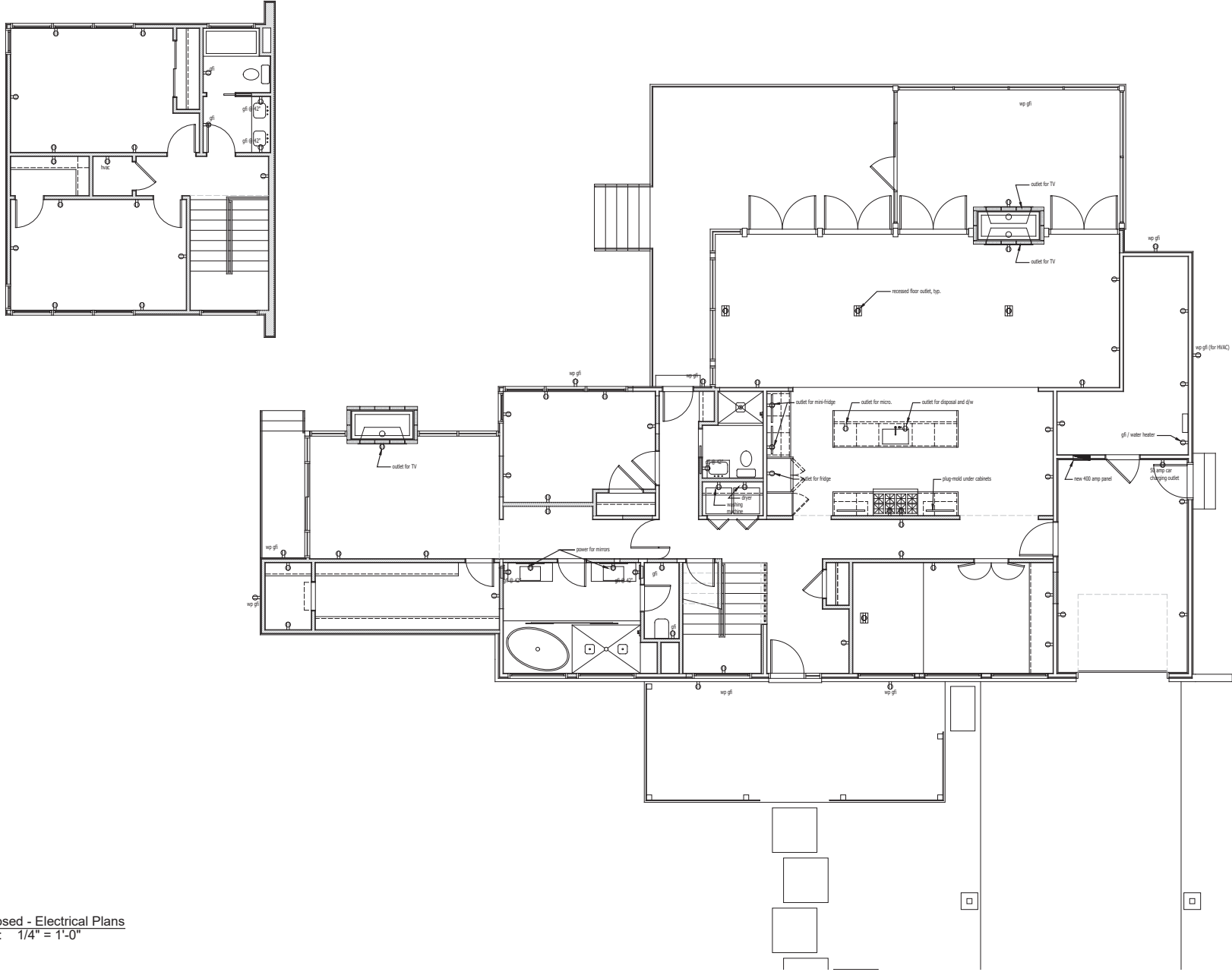
2837 Drury Court  
Doraville, GA 30340

Interior Elevations

- Issued For Construction -



1 Proposed - Electrical Plans  
scale: 1/4" = 1'-0"



Proposed 1st Floor - Electrical Plan  
Proposed 2nd Floor - Electrical Plan  
- Issued For Construction -

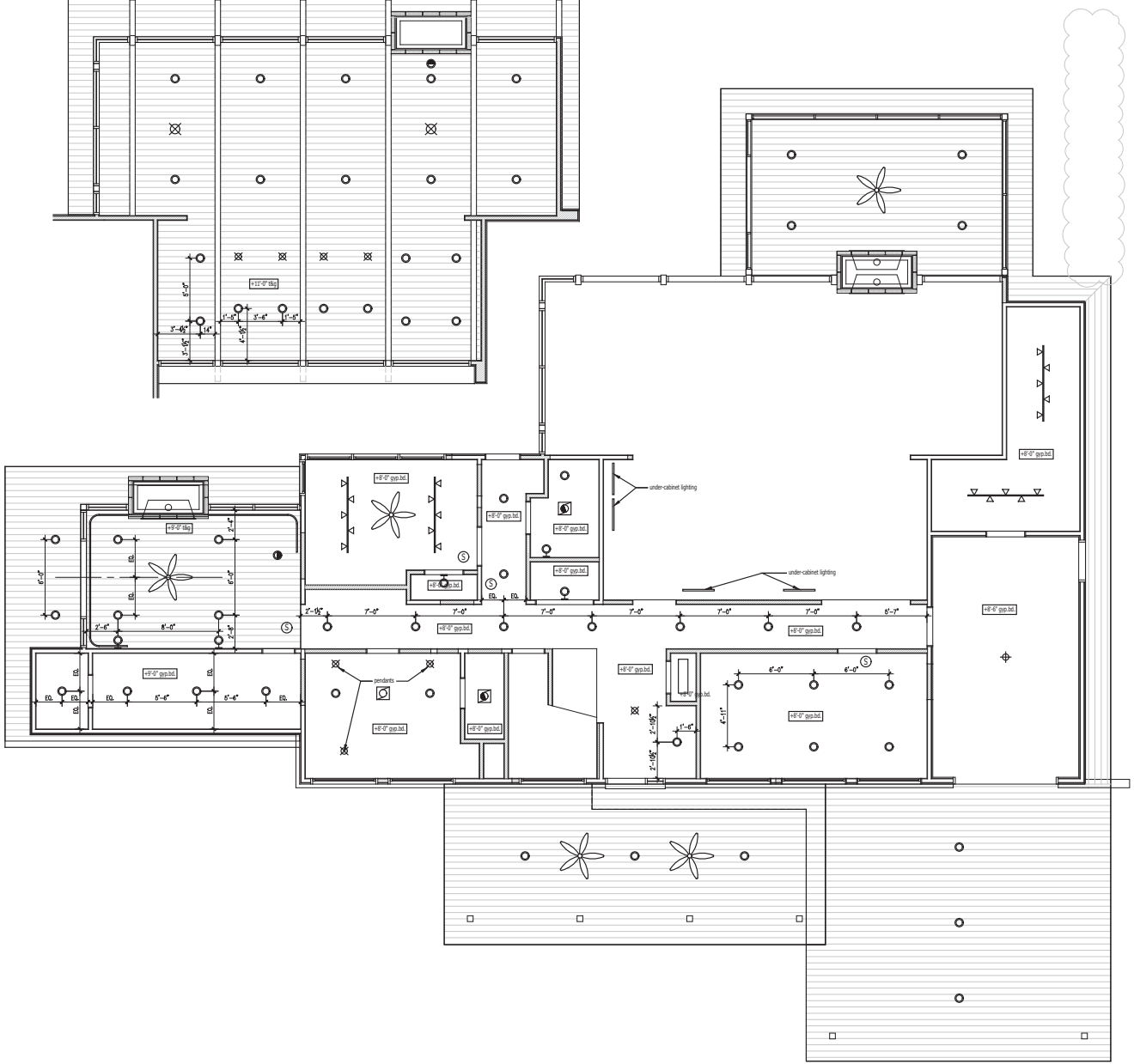
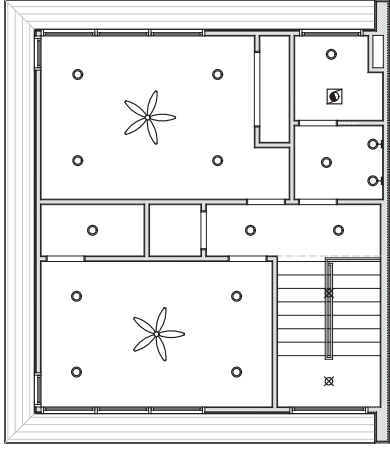
**Henshaw Residence**  
2837 Drury Court  
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doraville, ga 30340

DATE:  
10/1/2020  
REVISION:

1 Proposed - Lighting Plans  
scale: 1/4" = 1'-0"



Proposed 1st Floor - Lighting Plan  
Proposed 2nd Floor - Lighting Plan  
Proposed Kitchen - Lighting Plan  
- Issued For Construction -

**Henshaw Residence**  
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Doraville, GA 30340



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chris henshaw, A.I.A.  
2504 addition drive  
doraville, ga 30340

DATE: 10/1/2020  
REVISION:



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** Action Item

**AGENDA SECTION:** NEW BUSINESS

**SUBJECT:** Z-21-10 City of Doraville seeks to rezone properties on Clearview Place and Clearview Pkwy from M-1 (Light Manufacturing) to O-W (Office-Warehouse). (First Read) (Public Hearing)  
Presented by Senior Planner Austin Shelton

**SUGGESTED ACTION:**

---

**ATTACHMENTS:**

[Z-21-10 - CC Packet 7.21.21.pdf](#)

# Z-21-10

**ADDRESS:** Various (full parcel list attached)

**APPLICANT:** City of Doraville

**REQUEST:** The City of Doraville seeks to rezone various properties on Clearview Place and Clearview Parkway from M-1 (Light Manufacturing) to O-I (Office-Institutional) and O-W (Office-Warehouse).

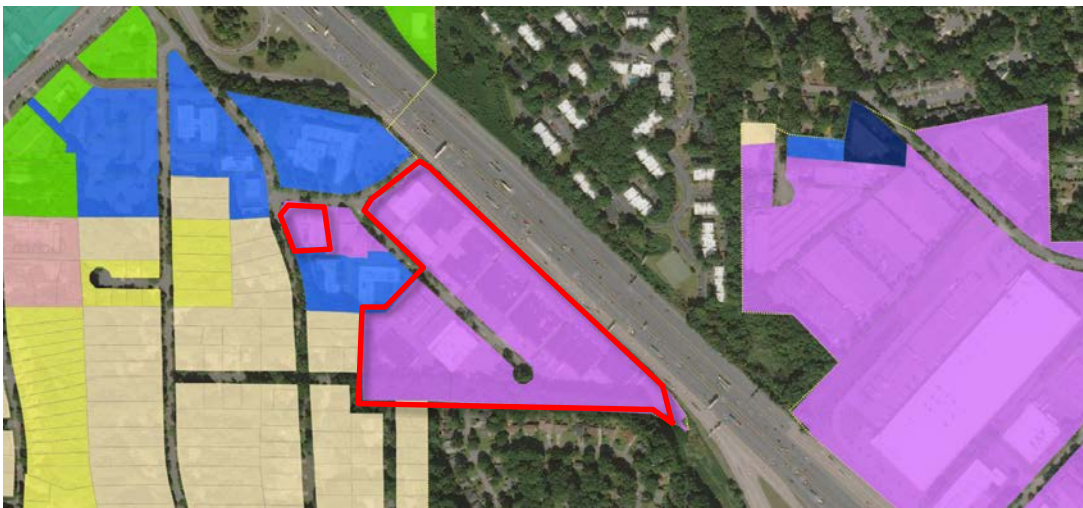
**MEMORANDUM**

**TO:** City Council  
**FROM:** Austin Shelton, Senior Planner  
**SUBJECT:** **Z-21-10: Rezoning of Properties on Clearview Place and Clearview Parkway**  
**Parcel ID #: Various (parcel list is attached)**  
**DATE:** July 21, 2021 City Council Meeting

---

**PROPOSAL**

The City of Doraville seeks to rezone properties on Clearview Place and Clearview Parkway in order to support the zoning and land uses recommended in the *2017-2037 Doraville Comprehensive Plan*. Properties are proposed to be rezoned from [M-1 \(Light Manufacturing\)](#) to [O-I \(Office-Institutional\)](#) and [O-W \(Office-Warehouse\)](#). The map below displays the existing and proposed zoning districts:



**Existing Zoning: M-1 (Light Manufacturing)**

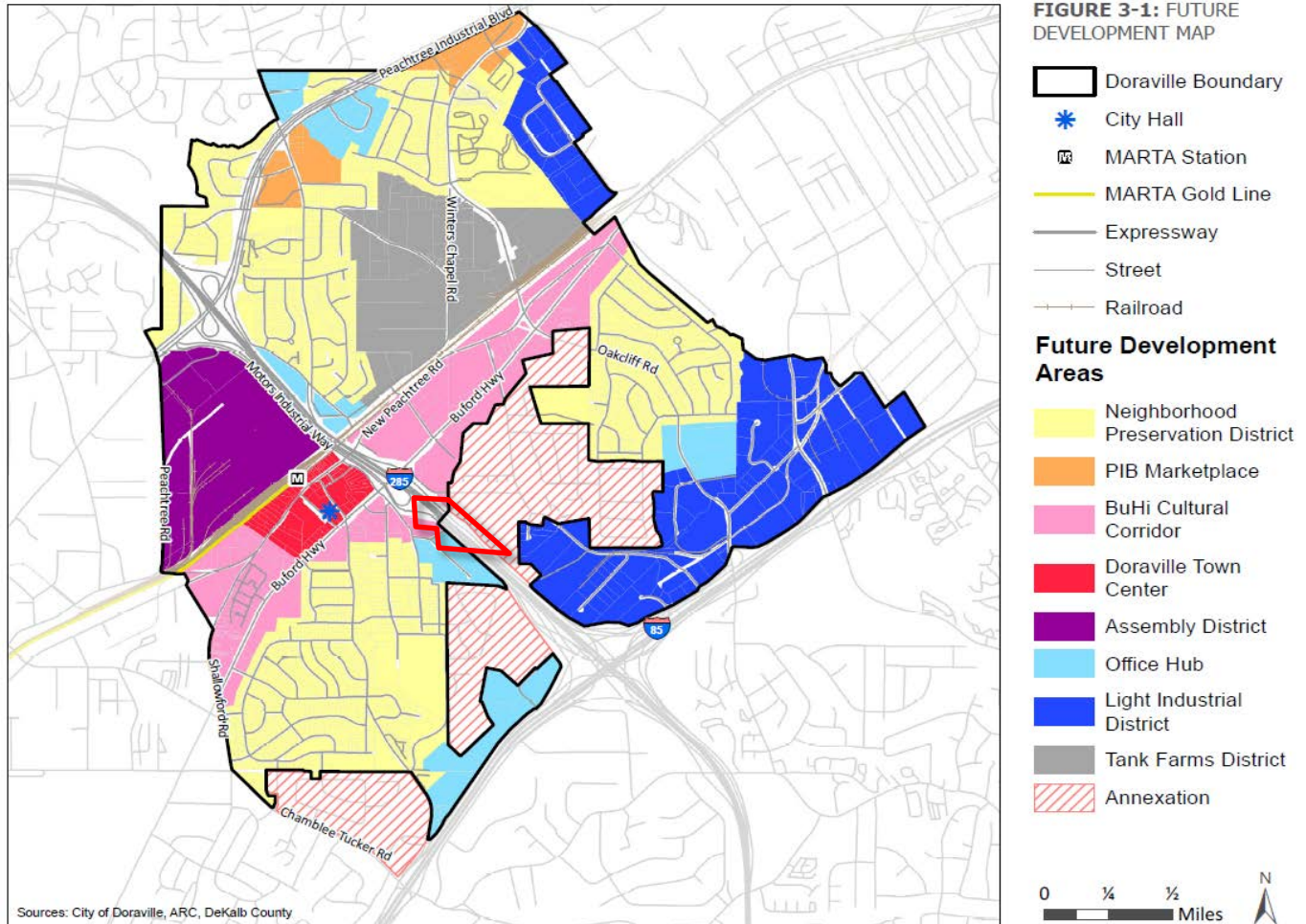


**Proposed Zoning: O-I (Office-Institutional) and O-W (Office-Warehouse)**

**BACKGROUND**

The 2017-2037 Doraville Comprehensive Plan was adopted in 2016. The final plan was a product of significant community input over the course of a year-long planning process.

In the Future Development Map created as part of the Comprehensive Plan, this area is designated as an “Office Hub” future land use. The goal of the Office Hubs is to allow for a wide variety of office and commercial uses, while serving as transitional and buffer area between low-density residential areas and more intense land uses like highways and heavier commercial zones.



**Future Development Map, with the general area proposed to be rezoned outlined in red.**

**PUBLIC ENGAGEMENT**

City staff engaged property owners that would be affected by this rezoning extensively ahead of time.

- Calls and emails sent to property owners affected to alert them of the rezoning.
- Virtual meeting held the week of June 21 to discuss the impacted area and implications for existing businesses.
- Various calls and emails discussing the proposed rezoning and O-W amendments.
- Presentation to Planning Commission at the June 2021 meeting.



**FINDINGS OF FACT**

**Property Location**

The subject properties include various office and office-warehouse properties located along Clearview Place and Clearview Parkway. See the attached parcel list and map for a full list of properties.

**Property Characteristics**

This rezoning includes seven (7) parcels. All of the subject properties contain at least one (1) commercial or industrial building. Many are part of larger complexes of office and office-warehouse buildings with frontages on Clearview Place and Clearview Parkway.

The structures are made from a variety of materials, including brick, concrete, corrugated metal and other masonry. Each site has associated parking for passenger vehicles as well as loading bays for large truck deliveries. The property at 2801 Clearview Place is part of a larger complex of single-story office buildings, wrapped by a shared parking lot.

**Characteristics of Adjoining Properties**

**North** – I-285 and other commercial properties zoned O-I (Office-Institutional) and O-I-C (Conditional).

**East** – I-285

**South** – Single-family residential properties in unincorporated DeKalb County.

**West** – Single-family residential properties zoned R-1 (Single-Family Residential).



Map of the neighboring areas. Subject properties outlined in red.

**Relevant Zoning Requirements**

**Minimum Building Yard Setbacks**

Minimum Requirement	M-1	M-1 next to R-1	O-W
Front Yard	50 ft	50 ft	25 ft
Side Yard	25 ft	250 ft	None*
Rear Yard	50 ft	250 ft	None*
<i>*Planted buffer requirements still apply.</i>			

**Planted Buffer Requirements Adjacent to Residential**

Land Use on Subject Property	Adjacent Land Use	Required Buffer Width on Subject Property
Commercial or Industrial	Multifamily	30 feet
Commercial or Industrial	Single-family	40 feet
Refer to Sec. 23-911 + 23-907 for a full list of requirements.		

**ZONING REVIEW STANDARDS FOR CONSIDERATION:**

The Mayor, City Council, staff and appointed bodies shall, in deciding any rezoning application, consider the below listed standards governing the exercise of the zoning power whenever deliberating over any zoning proposal pursuant to this section:

**(1) The existing uses and zoning nearby;**

The properties are adjacent to both single-family residential zoning and other properties zoned for office and commercial uses, as well as Interstate I-285.

**(2) The extent to which property values are diminished by their particular zoning restriction;**

Most of the current uses and structures cater to a warehouse, storage or distribution use, which are permitted in both the existing and proposed zoning districts. The only uses proposed to be removed are heavier manufacturing or industrial uses, which are either not being utilized or not conducive to the location.

Similarly, the current M-1 zoning requires a side and rear building setback of two hundred fifty (250) feet when abutting single-family properties. Given this requirement, some of the structures on the properties are non-conforming, as they fall within this setback. So any future plans for redevelopment may be hindered.

**(3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals, or general welfare of the public;**

This rezoning will not damage property values. The proposed zoning more aligns the uses permitted on the subject properties with their current built form, and all valid and licensed businesses onsite will be permitted to remain regardless.

**(4) The relative harm to the public as compared to the hardship imposed upon the individual property owner;**

There would be no harm to the general public with the rezoning. The proposed zoning is more consistent with surrounding uses than the current manufacturing designation. The property owners will not be denied most of the uses they currently enjoy, and will be permitted to remain regardless.

**(5) The suitability of the subject property for zoning proposed;**

The current zoning is not compatible with the land use and development goals in the *Doraville 2017-2037 Comprehensive Plan*. The proposed rezoning is a step towards supporting the recommendations in this plan.

As stated earlier, the current zoning also creates some structures that do not conform to the setback requirements of the current zoning. The proposed O-W zoning does not have a required side and rear setback, only a forty-foot planted buffer adjacent to single-family properties, making most of the structures conforming.

**(6) The length of time the property has been vacant as zoned, considered in the context of land development of adjacent and nearby property;**

This rezoning includes seven (7) parcels. Most of the properties are currently some kind of warehouse, storage, or wholesale use. This rezoning keeps a continuation of permitted and prohibited uses for most properties, and opens up more use categories for others.

**(7) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

The proposed zoning is more consistent with surrounding uses than the current manufacturing designation. The property owners will not be denied most of the uses they currently enjoy, and will gain access to a wider range of permitted uses overall.

In addition, the new zoning will also bring many of the existing structures into conformity with the building location and site requirements of the code.

**(8) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

The zoning proposal will not have an adverse effect on the existing use or usability of adjacent or nearby properties. All valid and licensed uses onsite will be permitted to remain regardless.

**(9) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;**

This rezoning and the City Code will allow the existing uses to remain undisturbed, retaining the economic use of the structures and properties.

**(10) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools;**

The proposed rezoning will not cause excessive or burdensome use on existing streets. There are no new permitted uses that would facilitate a dramatic increase in traffic or demand for the affected properties.

**(11) Whether the zoning proposal is in conformity with the policy and intent of the land use plan;**

As previously discussed, the proposed rezoning of the subject properties is in conformity with the City's land use plan as identified in the Future Development Map of the *2017-2037 City of Doraville Comprehensive Plan*.

**(12) Whether there are other existing or changing conditions affecting the use and development of property which gives supporting grounds for either approval or disapproval of the zoning proposal;**

Most of the properties are currently some manner of storage, warehouse, or distribution use. The proposed zoning permits by right most of the current uses, and any nonconforming uses will be permitted to remain regardless, so long as they have an and renew a business license with the City.

**(13) The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area or the community; and**

There are no negative effects to the use or function of these properties anticipated as a result of the proposed zoning. As previously discussed, most of the current uses are permitted in both the existing and proposed zoning, and the Code allows for a continuation of their business regardless of their status as long as they maintain a valid business license.

**(14) The impact of the proposed zoning change upon pedestrian and vehicular circulation and traffic and thoroughfare capacities and capabilities.**

There are no new permitted uses that would facilitate a dramatic increase in traffic or demand for the affected properties. No significant redevelopment in this area is anticipated as a result of this zoning action that would significantly impact traffic or circulation capacity.

**PLANNING COMMISSION RECOMMENDATION 7/7/21: APPROVAL**

**STAFF RECOMMENDATION: APPROVAL**

# City- Initiated Rezoning Clearview

City Council Meeting  
July 21, 2021



### Purpose

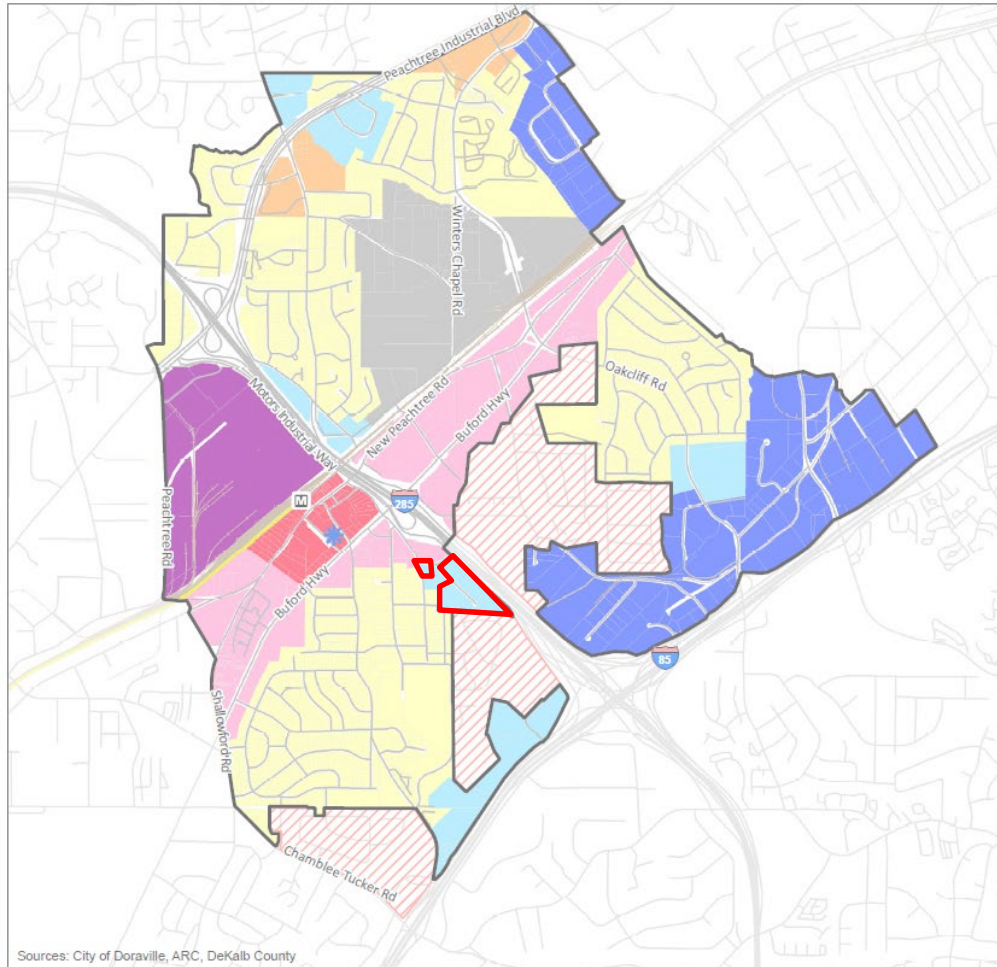
Staff has been tasked by City Council to implement zoning recommendations from the *2017-2037 City of Doraville Comprehensive Plan* as shown in the Future Development Map.

This property is in the “Office Hub” future land use.





# Z-21-10: Future Development Map



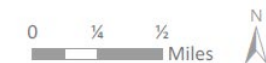
Sources: City of Doraville, ARC, DeKalb County

**FIGURE 3-1: FUTURE DEVELOPMENT MAP**

- Doraville Boundary
- City Hall
- MARTA Station
- MARTA Gold Line
- Expressway
- Street
- Railroad

### Future Development Areas

- Neighborhood Preservation District
- PIB Marketplace
- BuHi Cultural Corridor
- Doraville Town Center
- Assembly District
- Office Hub
- Light Industrial District
- Tank Farms District
- Annexation

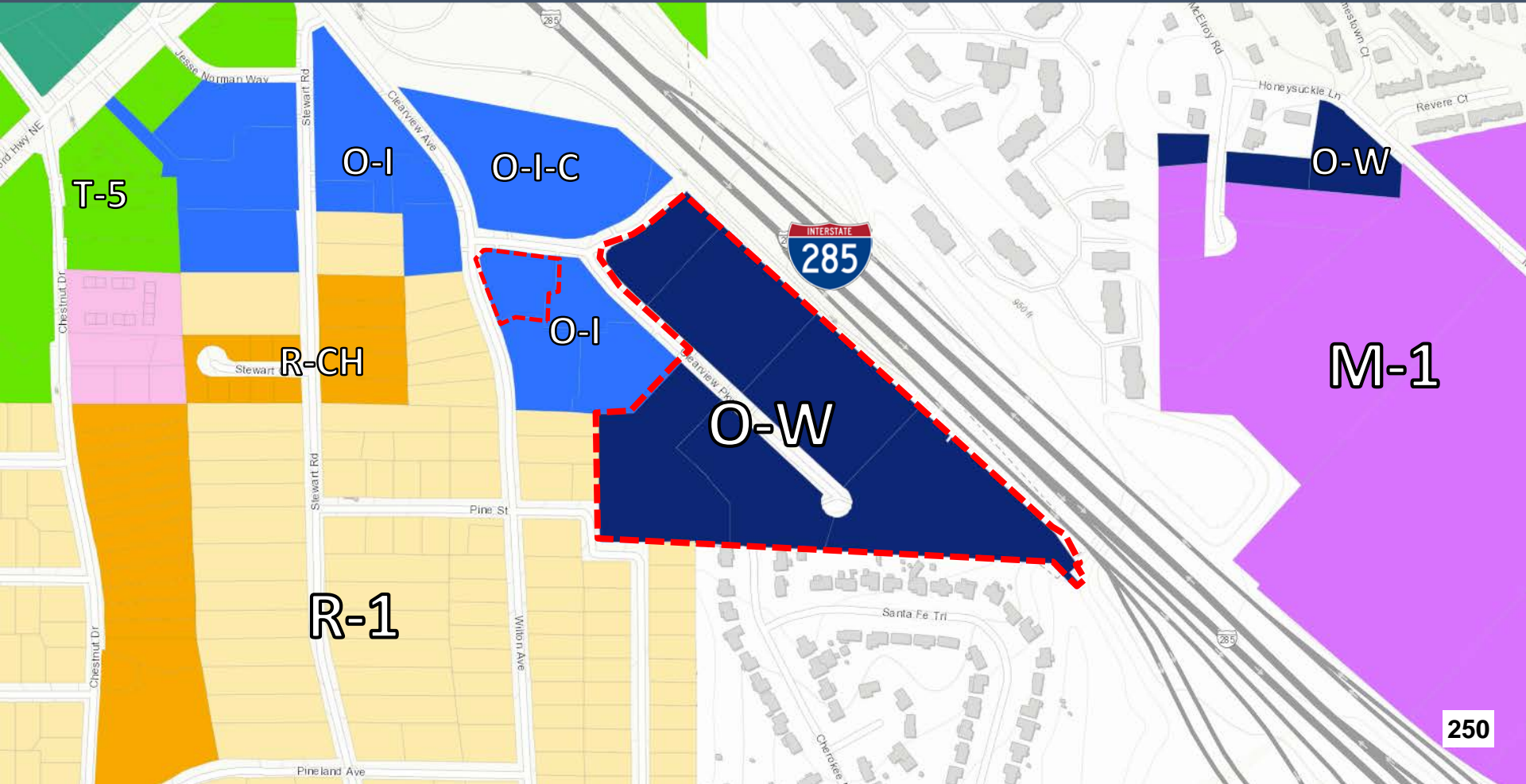


# Z-21-10: Existing Zoning





# Z-21-10: Proposed Zoning



## **M-1** PERMITTED USES

**MANUFACTURING**

**MISC. PRODUCTION**

**WHOLESALE**

**FILM STUDIOS**

**BREWERY OR DISTILLERY**

**WAREHOUSING**

**GAS STATIONS (CUP)**

## **O-W** PERMITTED USES

**MANUFACTURING (LIMITED)**

**MISC. PRODUCTION**

**WHOLESALE**

**FILM STUDIOS**

**BREWERY OR DISTILLERY**

**WAREHOUSING**

**OFFICE**

**PLACES OF WORSHIP (CUP)**

# Z-21-10: Existing + Proposed Setbacks + Buffers

<b>Minimum Requirement</b>	<b>M-1</b>	<b>M-1 next to R-1</b>	<b>O-W</b>
Front Yard	50 ft	50 ft	25 ft
Side Yard	25 ft	250 ft	None*
Rear Yard	50 ft	250 ft	None*
<b>(Refer to Sec. 23-911 + 23-907 for a full list of requirements)</b>			
<b>Land Use on Subject Property</b>	<b>Adjacent Land Use</b>	<b>Required Buffer Width on Subject Property</b>	
<b>Commercial or Industrial</b>	Single-family	<b>40 feet</b>	
<b>Commercial or Industrial</b>	Multifamily	<b>30 feet</b>	

\*Buffer requirements still apply.

**Planning Commission Recommendation 7/7/21: Approval**

**Staff Recommendation: Approval**



# Schedule

## MEETING WITH PROPERTY OWNERS

May 21, May 25

## PLANNING COMMISSION (DISCUSSION)

Wednesday, June 2 @ 6:00 pm

## PLANNING COMMISSION (ACTION)

Wednesday, July 7, @ 6:00 pm

## CITY COUNCIL (1<sup>st</sup> READ)

Wednesday, July 21 @ 6:30 pm

## CITY COUNCIL (ACTION)

Wednesday, August 18 @ 6:30 pm





## PARCELS TO BE REZONED

No.	Address	Parcel ID	Current Zoning	Proposed Zoning	Proposed Zoning Name
1	3000 Clearview Parkway	18 311 13 019	M-1	O-W	Office-Warehouse
2	3622 Clearview Parkway	18 312 01 051	M-1	O-W	Office-Warehouse
3	3605 Clearview Parkway	18 312 01 050	M-1	O-W	Office-Warehouse
4	3633 Clearview Parkway	18 312 01 002	M-1	O-W	Office-Warehouse
5	3639 Clearview Parkway	18 312 01 049	M-1	O-W	Office-Warehouse
6	3651 Clearview Parkway	18 311 22 001	M-1	O-W	Office-Warehouse
7	2801 Clearview Place	18 311 13 025	M-1	O-I	Office-Institutional

[Link to M-1 zoning.](#)

[Link to O-I + O-W zoning.](#)

**Property Owners Contacted**



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** Action Item

**AGENDA SECTION:** NEW BUSINESS

**SUBJECT:** A-21-18 City of Doraville seeks to amend Chapter 23 and Chapter 6 of the City Code to create provisions for food trucks. (First Read) (Public Hearing)  
Presented by Senior Planner Austin Shelton

**SUGGESTED ACTION:**

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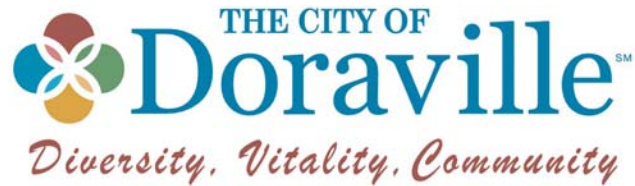
**ATTACHMENTS:**  
[A-21-18 - CC Packet.pdf](#)

# A-21-18

**ADDRESS:** Citywide

**APPLICANT:** City of Doraville

**REQUEST:** Consideration of an ordinance to permit and regulate food trucks, separate from events and event permits, in the City of Doraville.



**MEMORANDUM**

**TO:** City Council  
**FROM:** Austin Shelton, Senior Planner  
**SUBJECT:** **A-21-18 – Permitting + Regulating Food Trucks**  
**DATE:** July 21, 2021 City Council Meeting

---

**PROPOSAL**

This proposal is to permit and regulate food trucks in the City of Doraville. The proposed text would create a definition for food trucks in the Code of Ordinances, and set parameters for their operation and location in the City.

As a point of clarity, the regulations outlined in this ordinance would govern food trucks operating independently during the normal course of business. This is not meant to govern food trucks that operate in Doraville as part of public and private events.

Similarly, food service vendors that target places like construction sites during lunch, could also be covered via a Peddler’s Permit, which is in a separate section of the code.



# A-21-18

# Food Trucks

City Council Meeting

July 21, 2021



### **What is this?**

- A text amendment to permit and regulate food trucks.

### **How does this work?**

- Creates a definition for food trucks.
- Creates regulations pertaining to location, hours of operation, signage, etc.

### **Clarifying:**

- This is not meant to cover events with food trucks.
- Mobile food service that are very temporary and target specific sites (construction, etc.) covered via Peddler's Permit.

### **Licensing:**

- Must acquire a food truck permit from the City.
- Permit allows trucks up to 90 days\* at a time, twice a year.

### **Location:**

- Food trucks may only locate in commercial, industrial or mixed use areas.
- Not permitted on vacant (undeveloped) lots.
- Must be located on private property. Public property or ROW covered by event permits.
- Multiple businesses: 1+ acre property size required.
- Single business/tenant on property: No minimum property size.

\* Changed from 60 days as presented at work session per Planning Commission request.

### **Hours of operation:**

- Permitted hours of operation are 7 am - 10 pm.
- May not operate outside timeframe of food truck permit.

### **Seating, signage, etc:**

- All lighting and signage must be permanently attached to the truck, and meet the requirements of the Code. No extra lights or signs permitted.

### **Overnight parking:**

- No overnight parking permitted.

### **Waste:**

- Trash, grease, etc. must be disposed of off-site.

### **Planning Commission Recommendation 7/7/21:**

#### **Approval w/ modification**

- Planning Commission recommended food truck permits be valid for up to 90 days, rather than 60.

### **Staff Recommendation:**

#### **Approval**





**ORDINANCE 2021-XX**

**AN ORDINANCE TO AMEND CHAPTER 23, THE ZONING ORDINANCE, TO  
PROVIDE FOR THE PERMITTING AND REGULATION OF FOOD TRUCKS**

**WHEREAS:** The Mayor and Council of the City of Doraville (“City Council”) are charged with the protection of the public health, safety, and welfare of the citizens of the City of Doraville; and

**WHEREAS:** The Mayor and Council agree that food trucks are in keeping with the character of Doraville, and permit more accessibility into the economy of the city; and

**WHEREAS:** The Mayor and Council have determined that the City may exercise discretion in evaluating the operation of food trucks within the city limits of Doraville; and

**WHEREAS:** A duly noticed public hearing was held;

**NOW THEREFORE,** the Mayor and Council of the City of Doraville, Georgia hereby ordain:

**Section I:** That the following definition shall be added to Sec. 23-402. – Definitions of the Code of the City of Doraville, Georgia.

*Food truck shall mean a business based in a vehicle or trailer with a full service, mobile kitchen, which temporarily establishes itself on an existing property to sell prepackaged foods or food cooked and prepared on-site, and which meets all state and local regulations regarding food preparation and service.*

**Section II:** That the following section shall be created and incorporated into the Code of the City of Doraville, Georgia to permit and regulate the operation of food trucks in the City of Doraville.

**Sec. 23-612. – Food Trucks.**

(a) *Permit required.* All food trucks must acquire and maintain a food truck permit with the City of Doraville, and are subject to all other applicable City and County ordinances related to food preparation and service.

(1) Food trucks are allowed to request up to two (2) permits per year.

(2) Food truck permits are valid for up to ninety (90) consecutive calendar days.

(3) Food trucks or other mobile vendors wishing to serve specific sites for thirty (30) minutes or less are not eligible for a food truck permit, and must instead acquire a peddler’s license, as outlined in Chapter 6, Article IV of the Doraville Code.

(b) *Permitted locations.* Food trucks may be located on sites with a single business or tenant, regardless of the size of the property. If there are multiple tenants or businesses on a property, properties must be one (1) acres or greater.

(c) *Location restrictions.*

(1) Food trucks must be located on private property, and not in the public rights-of-way.

STATE OF GEORGIA  
DEKALB COUNTY  
CITY OF DORAVILLE

- (2) Food trucks may only be located on property with an existing permitted use occupying a principal structure.
- (3) Food trucks may locate in commercial, industrial or mixed use zoning districts, with written permission of the property owner or manager.
- (4) Food trucks may not block or restrict access to businesses, drive lanes, ingress or egress points, loading areas, fire lanes, or fire hydrants.
- (d) *Hours of operation.* Food trucks sales shall be permitted between the hours of 7am and 10pm.
- (e) *Overnight parking.* No overnight parking is permitted.
- (f) *Signage.* Outside of any signage that is painted and/or affixed to the food truck itself, no additional signage shall be permitted. All signs shall otherwise conform to the standards of Chapter 14 of the City Code.
- (g) *Lighting.* Outside of any lighting affixed to the truck itself, no additional lighting shall be permitted. All lighting must conform to the requirements of Sec. 23-1205.
- (h) *Waste disposal.* Trucks must provide and maintain their own trash cans, but all grease, liquid waste and garbage shall be disposed of off-site.
- (i) *Documentation.* All applicants wishing to operate a food truck in the City of Doraville must keep on the premises at all times proof of such permits and permissions outlined in this section, and must be able to present such documentation upon request by the City.

**Section III:** This Amendment shall become effective immediately upon its adoption by the City Council. This Amendment hereby repeals any and all conflicting ordinances and amendments.

July 21, 2021

mm/dd/yyyy

\_\_\_\_\_  
First Reading

\_\_\_\_\_  
Second Reading

So effective this \_\_\_\_ day of \_\_\_\_\_, 2021.

Approved by:

Approved as to Form

\_\_\_\_\_  
Joseph Geierman, Mayor

\_\_\_\_\_  
Cecil McLendon, City Attorney

So signed and witnessed this \_\_\_\_ day of \_\_\_\_\_, 2021

Attest:

\_\_\_\_\_  
Arika Miller, Interim City Clerk

SEAL



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** Action Item

**AGENDA SECTION:** NEW BUSINESS

**SUBJECT:** A-21-16 City of Doraville seeks to amend the Livable Community Form-Based Code to require a conditional use permit for specific adaptive reuse projects. (First Read) (Public Hearing)  
Presented by Planning and Community Development Naomi Siodmok

**SUGGESTED ACTION:**

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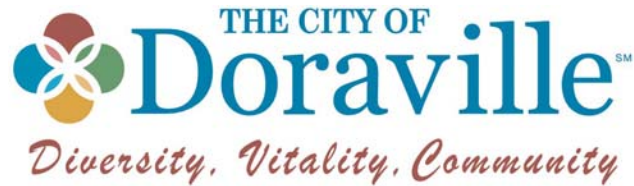
**ATTACHMENTS:**  
[A-21-16 - CC Packet.pdf](#)

# A-21-16

**ADDRESS:** Citywide

**APPLICANT:** City of Doraville

**REQUEST:** Consideration of an ordinance to amend the LCC regulations pertaining to live-work arrangements and adaptive reuse of commercial and residential structures.



**MEMORANDUM**

**TO:** City Council  
**FROM:** Naomi Siodmok, Director of Planning and Community Development  
**SUBJECT:** **City of Doraville seeks to amend the Livable Community Form-Based Code to require a conditional use permit for specific adaptive reuse projects.**  
**DATE:** July 21, 2021 City Council Meeting

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**PROPOSAL**

This proposal is to amend the Livable Community Form-Based Code to require a conditional use permit (CUP) when reusing or converting an existing commercial or industrial building for residential use or vice versa, in its entirety or partially.

This only pertains to the mixed-use zoning districts T-4 (General Urban), T-5 (Urban Center), and T-6 (Urban Core).

# A-21-16: Commercial & Residential Adaptive Reuse

City Council  
July 21, 2021





### **What is this?**

- A text amendment to require a conditional use permit (CUP) when reusing or converting an existing commercial or industrial building for residential use or vice versa, in its entirety or partially.

### **How does this work?**

- Creates a definition for adaptive reuse.
- Requires adaptive reuse projects to get a CUP.

### What is impacted?

- This use is only allowed with a CUP in T-4, T-5, and T-6, since those are the only zoning district, which allow both residential and commercial uses.

## ARTICLE XX. - LIVABLE COMMUNITY FORM-BASED CODE

### TABLE 10

**TABLE 10: Specific Function and Use**

**P = Permitted “by right” Principal Uses and Structures**

**CUP = Allowed by Conditional Use Permit**

**X = Use Prohibited**

**Furthermore, any use not specifically permitted or uses not permitted upon approval of a conditional use shall be prohibited.**

Other/Industrial	T-3	T-4	T-5	T-6
<b>Adaptive Reuse</b>	<b>X</b>	<b>CUP</b>	<b>CUP</b>	<b>CUP</b>

### Sec. 23-2061. - Definitions

**Adaptive Reuse:** the process of reusing an existing commercial or industrial building for residential use or vice versa whether in its entirety or partially.

**Live-Work:** a Mixed Use unit consisting of a Commercial and Residential Function. The Commercial Function may be anywhere in the unit. It shall be ~~is intended to be~~ occupied by a business operator who lives in the same structure that contains the Commercial activity.

**Planning Commission Recommendation 7/7/21:**  
**Approval**

**Staff Recommendation:**  
**Approval**





**ORDINANCE 2021-XX (A-21-16)**

**AN ORDINANCE TO AMEND REGULATIONS PERTAINING TO ADAPTIVE REUSE AND LIVE-WORK ARRANGEMENTS IN ARTICLE XX OF THE CITY OF DORAVILLE ZONING ORDINANCE, ALSO KNOWN AS THE LIVABLE COMMUNITY CODE**

**WHEREAS:** The Mayor and Council of the City of Doraville (“City Council”) are charged with the protection of the public health, safety, and welfare of the citizens of the City of Doraville; and

**WHEREAS:** The City Council has determined that it is appropriate to modify the City of Doraville Code of Ordinances from time to time; and

**WHEREAS:** The amendments being proposed are to clarify existing terms in the Livable Community Code (LCC); and

**WHEREAS:** The City Council has determined that it is desirable for certain uses to be broadly permitted or prohibited in the City of Doraville; and

**WHEREAS:** A Public Hearing was held by the Doraville City Council.

**NOW THEREFORE,** the Mayor and City Council of the City of Doraville hereby ordains:

**Section I:** That Table 10 of the Livable Community Code (LCC) shall be amended as follows:

Table 10: Specific Function and Use				
<b>P = Permitted “by right” Principal Uses and Structures</b> <b>CUP = Allowed by Conditional Use Permit</b> <b>X = Use prohibited</b> <b>Furthermore, any use not specifically permitted or uses not permitted upon approval of a conditional use shall be prohibited.</b>				
...				
OTHER/INDUSTRIAL	T-3	T-4	T-5	T-6
Adaptive Reuse	X	CUP	CUP	CUP

**Section II:** That Sec. 23-2061 of the Livable Community Code (LCC) shall be amended as follows:

**Sec. 23-2061. - Definitions**

**Adaptive Reuse:** the process of reusing an existing commercial or industrial building for residential use or vice versa whether in its entirety or partially. This does not apply to Home Occupations.

**Live-Work:** a Mixed Use unit consisting of a Commercial and Residential Function. The Commercial Function may be anywhere in the unit. It shall be ~~is intended to be~~ occupied by a business operator who lives in the same structure that contains the Commercial activity.

STATE OF GEORGIA  
DEKALB COUNTY  
CITY OF DORAVILLE

July 21, 2021

mm/dd/yyyy

\_\_\_\_\_  
First Reading

\_\_\_\_\_  
Second Reading

So effective this \_\_\_\_ day of \_\_\_\_\_, 2021.

Approved by:

Approved as to Form

\_\_\_\_\_  
Joseph Geierman, Mayor

\_\_\_\_\_  
Cecil McLendon, City Attorney

So signed and witnessed this \_\_\_\_ day of \_\_\_\_\_, 2021

Attest:

\_\_\_\_\_  
Arika Miller, Interim City Clerk

SEAL



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** Action Item

**AGENDA SECTION:** NEW BUSINESS

**SUBJECT:** A-21-19 City of Doraville seeks to amend Sec. 13.5-21. of the City Code to reflect the current fee charged for yard sales. (First Read)  
Presented by Director of Planning and Community Development Naomi Siodmok

## SUGGESTED ACTION:

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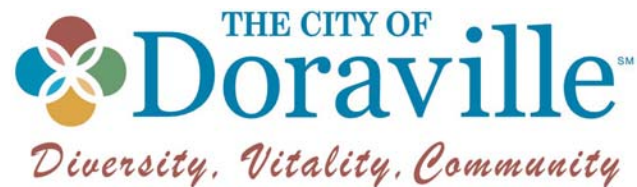
**ATTACHMENTS:**  
[A-21-19 - CC Packet.pdf](#)

# A-21-19

**ADDRESS:** Citywide

**APPLICANT:** City of Doraville

**REQUEST:** Consideration of an ordinance to amend the fees for yard and garage sales.



**MEMORANDUM**

**TO:** City Council  
**FROM:** Naomi Siodmok, Director of Planning + Community Development  
**SUBJECT:** A-21-19 – Yard + Garage Sale Signs  
**DATE:** July 21, 2021 City Council Meeting

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**PROPOSAL**

It was brought to attention of staff by City Council that though the fee schedule says that yard and garage sale signs cost \$5, the Code of Ordinances still requires \$25.

This proposed amendment is to rectify the discrepancy, and set the fee at \$5.

**ORDINANCE 2021-XX**

**AN ORDINANCE TO AMEND CHAPTER 13.5, ARTICLE II TO AMEND THE FEES  
ASSOCIATED WITH PERMITS FOR YARD AND GARAGE SALES**

**WHEREAS:** The Mayor and Council of the City of Doraville (“City Council”) are charged with the protection of the public health, safety, and welfare of the citizens of the City of Doraville; and

**WHEREAS:** The Mayor and Council wish to correct a discrepancy between the Code of Ordinances and the fee schedule as adopted; and

**WHEREAS:** A duly noticed public hearing was held;

**NOW THEREFORE,** the Mayor and Council of the City of Doraville, Georgia hereby ordain:

**Section I:** That Chapter 13.5, Article II shall be amended as follows:

**Sec. 13.5-21. - Application and deposit.**

- (a) Every person desiring to conduct a yard or garage sale in the City shall ~~make complete~~ **make complete** an application for a permit to conduct such sale with the City ~~Clerk~~. The applicant shall be the person residing at the site of the sale.
- (b) The application shall state the beginning and ending dates for the sale.
- (c) Upon making the application, applicant shall be issued a permit, having a designated permit number, which shall be displayed during the sale.
- (d) The applicant shall also be issued six (6) stickers which shall contain the permit numbers, the date and location of the sale.
- (e) The applicant shall pay a ~~twenty-five dollar (\$25.00)~~ **five dollar (\$5.00)** ~~deposit non-refundable fee in cash~~ at the time of filing his or her application. ~~with the City Clerk. The deposit shall be refundable in the event that certain conditions are met.~~

**Sec. 13.5-22. - Removal of signs.**

After the yard or garage sale is conducted, all signs and trash collected on the premises, and all signs advertising the sale placed at other locations, shall be removed within twenty-four hours after the conclusion of the sale. After the premises have been inspected by the Doraville Police Department or the City inspector and it is shown that the signs have been removed and trash collected, the permit shall be signed by an officer of the Doraville Police Department or the City inspector, ~~which upon the return of the permit to the City Clerk shall allow the City Clerk to refund to the applicant the twenty-five dollar (\$25.00) deposit.~~ Failure of the applicant to remove all signs and collect all trash, or the failure of the applicant to receive the signature of an officer with the Doraville Police Department or the City inspector, shall ~~result in the forfeiture of the twenty-five dollar (\$25.00) deposit in order to provide funds to allow the City to conduct such clean up and shall also subject the applicant to the punishment as set out herein.~~



STATE OF GEORGIA  
DEKALB COUNTY  
CITY OF DORAVILLE

**Section II:** This Amendment shall become effective immediately upon its adoption by the City Council. This Amendment hereby repeals any and all conflicting ordinances and amendments.

July 21, 2021

mm/dd/yyyy

\_\_\_\_\_  
First Reading

\_\_\_\_\_  
Second Reading

So effective this \_\_\_\_ day of \_\_\_\_\_, 2021.

Approved by:

Approved as to Form

\_\_\_\_\_  
Joseph Geierman, Mayor

\_\_\_\_\_  
Cecil McLendon, City Attorney

So signed and witnessed this \_\_\_\_ day of \_\_\_\_\_, 2021

Attest:

\_\_\_\_\_  
Arika Miller, Interim City Clerk

SEAL



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** July 21, 2021

**SUBMITTED BY:** Arika Miller, Community Development

**ITEM TYPE:** Action Item

**AGENDA SECTION:** NEW BUSINESS

**SUBJECT:** A-21-17 City of Doraville to amend Sec. 6-9 of the City Code to add additional requirements for water recycling for car washes. (First Read)  
Presented by Director of Planning and Community Development Naomi Siodmok

**SUGGESTED ACTION:**

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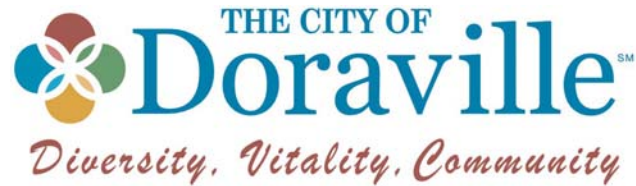
**ATTACHMENTS:**  
[A-21-17 CC Packet.pdf](#)

# A-21-17

**ADDRESS:** Citywide

**APPLICANT:** City of Doraville

**REQUEST:** Proposed amendment to Sec. 6-9 of the City Code to add additional requirements for water recycling for car washes.



**MEMORANDUM**

**TO:** Mayor and Council

**FROM:** Naomi Siodmok, Director of Planning and Community Development

**SUBJECT:** A-21-17: Proposed amendment to Sec. 6-9 of the City Code to add additional requirements for water recycling for car washes.

**DATE:** July 21, 2021 City Council Meeting

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**Background**

Council recognized that we had limited requirements in our City Code for water recycling in regards to car washing. Staff looked into other cities and states to see how water recycling is handled and also researched the feasibility of certain types of water recycling.

**Proposal**

This proposal is to amend Sec. 6-9 of the City Code to add additional requirements for water recycling for car washes. After completing the aforementioned research, staff recommends requiring water recycling not just for new conveyor washes, but also for in bay automatic car washes. Further, any new or remodeled car washes utilizing more than five (5) gallons of water per minute shall also be subject to water recycling. Per the current Code, a minimum of fifty (50) percent of water utilized must be recycled, which allows for fresh water to be used for rinsing.

# A-21-17: Car Washes Recycling Water

City Council Meeting  
July 21, 2021



## **What is this?**

- A text amendment to require water recycling beyond new conveyor car washes.

## **How does this work?**

- Applies the requirement for water recycling also to in bay automatic car washes and rebuilds of existing car washes.
- Requires all car washes (new and remodeled) utilizing more than five (5) gallons of water per minute to recycle water.



# A-21-17: Recycling Water - Changes

## Sec. 6-9. - New car washes to recycle water.

### (a) *General provisions.*

(1) *Purpose and intent.* The purpose of this section is to reduce water consumption from commercial car wash facilities by requiring all new conveyor **and in bay automatic** car washes to install operational recycled water systems.

### (2) *Applicability.*

a. This section applies to all new conveyor **and in bay automatic** car washes ~~permitted and constructed after January 1, 2011,~~ regardless of the water source.

b. **This section also applies to existing carwashes replacing continuous flow devices, any water connector device, or appliance requiring a continuous flow of five (5) gallons per minute or more.**

~~b. The provisions of this section do not apply to conveyor commercial car washes that were permitted or constructed before January 1, 2011.~~

c. The provisions of this section do not apply to self-service car washes **unless that water usage meets Sec. 6-9(a)(2)b. above.** ~~or in-bay car washes.~~

## A-21-17: Recycling Water – Changes (continued)

### Sec. 6-9. - New car washes to recycle water.

- (b) *Definitions.* The following words and phrases, whenever used in this section, have the meaning defined as follows:
- (1) *In bay automatic car wash* means a commercial car wash where the driver pulls into the bay and parks the car. The vehicle remains stationary while a machine moves back and forth over the vehicle to clean it, instead of the vehicle moving through the tunnel.
  - (2) *Conveyor car wash* means a commercial car wash where the car moves on a conveyor belt during the wash. The driver of the vehicle can remain in the vehicle or wait outside of the vehicle.
  - (3) *Recycled water system* means a water system that captures and reuses water previously used in wash or rinse cycles.
  - (4) *Self-service car wash* means a commercial car wash where the customers wash their cars themselves with spray wands and brushes.
- (c) *Commercial car wash water recycling requirement.* All new commercial conveyor carwashes, **in bay automatic carwashes**, ~~permitted and constructed after January 1, 2011,~~ **and carwashes with flow devices requiring a continuous flow of five (5) gallons per minute or more** must install operational recycled water systems. **Any car wash that meets these definitions and requirements must maintain in operation a recycled water system as a condition of any permit granted.** A minimum of fifty (50) percent of water utilized will be recycled.



## Research

- There are about 10 codes in Georgia that are similar to our current Code and create exemptions for in bay and self-service.
- [Dacula, GA](#) requires recycling for in-bay.
- [Arvada, CO](#) requires recycling for in-bay and continuation of the recycling as a condition of the permit.
- [Fairfax County, VA](#) requires recycling for water devices having a continuous flow over 5 gallons per minute.
- [Newport News, VA](#) allows for the carwash to use an alternate source of water (not county or city) if recycling requirements cannot be met.
- [Virginia Beach, VA](#) requires replacements that exceed five gallons per minute of flow to have a recycling system.

## Why not include self-service?

- Self-service is the most difficult to address due to the uncontrolled use of water, but [recycling is possible](#).
- [A traditional, automated car wash uses about 43 gallons of water for each vehicle compared to self-serve washes, which average 15 gallons per vehicle.](#)

## What cap the flow rate at 5 gallons per minute?

- [Car washes can wash and rinse at an average of 3 gallons per minute](#)

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(2) *Applicability.*

a. This section applies to all new conveyor **and in bay automatic** car washes ~~permitted and constructed after January 1, 2011~~, regardless of the water source.

**b. This section also applies to existing carwashes replacing continuous flow devices, any water connector device, or appliance requiring a continuous flow of five (5) gallons per minute or more.**

~~b. The provisions of this section do not apply to conveyor commercial car washes that were permitted or constructed before January 1, 2011.~~

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( [Ord. No. 2016-03](#), § 1, 4-11-16)

**Editor's note**— Section 1 of Ord. No. 2011-02, adopted Jan. 18, 2011, repealed § 6-9, which pertained to palmistry and other methods of predicting future occurrences prohibited, and derived from Ord. No. 97-11, adopted Oct. 20, 1997.

Subsequently, [Ord. No. 2016-03](#), § 1, adopted April 11, 2016, enacted new provisions to read as herein set out.