

Mayor and Council Work Session

700 Doug Davis Drive
Hapeville, GA 30354

January 22, 2019 6:00PM

Agenda

1. Call To Order

2. Roll Call

Mayor Alan Hallman
Councilman at Large Travis Horsley
Councilman Ward I Mark Adams
Councilman Ward II Chloe Alexander

3. Welcome

4. Presentation

4.I. Recognition Of Promoted Officers By Chief Glavosek

Background:

Chief Glavosek will recognized the following officers for their recent promotions:

- Freda Smith
- James Carroll
- Cliff Halten
- Marlene Williams-Edwards

5. Public Hearing

5.I. Consideration And Action On True Brothers LLC D/B/A Corner Market's Request For A 2019 Alcohol Beverage License At 3332 Colville Avenue

Background:

True Brothers LLC D/B/A Corner Market has completed all of the necessary steps in the alcohol license application process, and therefore, they are requesting approval from Mayor and Council. All departmental reports have been received, advertising has been completed, and staff has no questions or major concerns with this application. City Manager and Staff recommends approval.

Staff Recommendations:

Applicant's Presentation:

Public Comments:

Documents:

[REDACTED APPLICATION_REDACTED.PDF](#)
[PLANNERS REPORT_REDACTED.PDF](#)
[FIRE MARSHAL REPORT_REDACTED.PDF](#)
[CODE ENFORCEMENT INSPECTION.PDF](#)

5.II. Consideration And Action To Provide A Special Exception At 917 Virginia Avenue

Background:

Rajesh Patel, applicant and developer, has submitted a revised plan for the 22,000 sf mixed-use commercial/retail building at 917 Virginia Avenue, Parcel Identification Number 14 012700040377. The building will be two stories with 13,000 sf of retail on the first floor and 9,000 sf of office space on the second floor. The site plan calls for a side drive-through window to accommodate a national food chain as part of the overall project. The property is accessed from Virginia Ave, Rainey Avenue, and Elkins Street with curb cuts only on Rainey Avenue and Elkins Avenue.

Though staff worked with Mr. Patel and his design team to re-orient the drive-through window to the rear and allow for stacking within the site and not onto Rainey, the national tenant has indicated that the queuing is not sufficient and has requested an alternate drive-through location (side).

The Planning Commission considered this request on December 11, 2018 and recommended the Mayor and Council grant the special use permit. Staff supported their recommendation.

Applicant presentation:

Public Comments:

Documents:

[917 VIRGINIA AVENUE - SPECIAL USE PERMIT REQUEST.PDF](#)
[PLANNERS REPORT 917 VIRGINIA AVE SPECIAL EXCEPTION_2018.PDF](#)
[MINUTES - 12-11-2018.PDF](#)

6. Questions On Agenda Items

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

7. Old Business

7.1. Consideration And Action To Grant A Conditional Use Permit At 1031 Virginia Avenue
Background:

Andrew Haferkamp on behalf of the Hertz Corporation requests a conditional use permit to operate a rental car business located within the Atlanta Airport Hilton at 1031 Virginia Avenue, Parcel Identification Number 14 0127LL0828. Hertz's use of the property is limited to the use of counter space inside the hotel and 10 parking spaces for the purpose of car rental to hotel guests and the public. The property is zoned C-2, General Commercial.

The Planning Commission considered this item on December 11, 2018 and recommended the Mayor and Council grant the conditional use permit. Staff supported their recommendation.

Applicant's Presentation:

Public Comments:

Documents:

[1031 VIRGINIA AVENUE - CONDITIONAL USE PERMIT.PDF](#)
[PLANNERS REPORT HERTZ CORPORATION, 1031 VIRGINIA AVENUE](#)

8. New Business

8.I. Consideration And Action On Dr. Bailey's Request To Host The Hapeville 5K Run/Walk To Benefit Homeless K-12 Students

Background:

Dr. William Bailey is requesting to host a 5K Run/Walk in Hapeville on April 13, 2019 starting at 8AM to benefit homeless K-12 students. Attached is the proposed route for the 5K Run/Walk event. The event will begin at Claire Drive at the baseball fields and concession stand. Dr. Bailey is requesting to hang a start/finish line banner along Clair Drive. He is also requesting to have police assistance along the 5K Run/Walk route.

Documents:

[ONLINE FORM SUBMITTAL_ EVENT REQUEST FORM_REDACTED.PDF](#)
[5K ROUTE.PDF](#)

8.II. Consideration And Action On Resolution Setting Qualifying Fees For The November 5, 2019 General Election

Background:

Setting and publishing qualifying fees for elections are required by state law under O.C.G.A. 21-2-131. Attached is a resolution setting the qualifying fees for the November 5, 2019 General Election. The qualifying fee for the Mayor seat is \$254.00 and the fee for the Alderman at Large seat is \$234.00. The qualifying fee is based on 3% of the total gross salary of the position.

Qualifying dates will be announced at a later date.

Documents:

[A RESOLUTION FIXING AND PUBLISHING QUALIFYING FEES FOR GENERAL ELECTION \(NOV\) \(02141209XA0B3B\).PDF](#)

8.III. Consideration Of Sign Ordinance Text Amendment - 1st Reading

Background

In reviewing the Sign Ordinance, staff found a section of the code requiring the registration and annual renewal of a fee (\$50 initial registration/\$25 annual renewal) for all non-conforming signs in the City. The Code requires all new signs to be compliant with Code and any modifications to existing signs, other than replacement of the face of the sign, to meet current Code requirements. Code requires regular maintenance of signs and prescribes remedies for those not meeting maintenance requirements.

After discussions with various Departments within the City, staff is recommending that the registration of non-conforming signs be struck from the Code. There is little to no benefit to the City for this registration given the other Code requirements.

The Planning Commission considered this item on January 15, 2019 and recommended the Mayor and Council approve the text amendment. Staff supported their recommendation.

Documents:

[PLANNERS REPORT TEXT AMENDMENT NON CONFORMING SIGN FEES \(002\).PDF](#)
[ORDINANCE TO AMEND ZONING SIGNS DELETE FEE \(02140223XA0B3B\).PDF](#)
[SUMMARY MINUTES - 01-15-2019.PDF](#)

8.IV. Consideration Of U-V, Urban Village Zone Text Amendment - 1st Reading

Background:

In reviewing the U-V, Urban Village Zoning Ordinance, staff found a section of the code that is unclear. It appears to require all U-V developments provide a 15' landscape buffer to an adjacent residential zone. U-V allows for single family dwellings. A 15' landscape buffer is unnecessary and not required with other single family zoning districts. The resulting requirement may alter the nature of contiguous single family dwellings developments.

After discussions with various Departments within the City, Staff is recommending that language be added to clarify commercial versus single family/residential uses within the U-V Urban Village.

The Planning Commission considered this item on January 15, 2019 and recommended the Mayor and Council approve the text amendment. Staff supported their recommendation.

Documents:

[ORDINANCE TO AMEND U-V REGARDING BUFFER REQUIREMENTS \(02140751XA0B3B\).PDF](#)
[SUMMARY MINUTES - 01-15-2019.PDF](#)
[PLANNERS REPORT TEXT AMENDMENT U-V ZONING RESIDENTIAL BUFFER.PDF](#)

8.V. Discussion Initiated By Mayor Hallman To Remove The Clean & Beautiful Commission As A City Body

Background:

Mayor Hallman will initiate a discussion to remove the Clean and Beautiful Commission as a City Body.

8.VI. Discussion Initiated By Councilman Adams On Concession Stand Upkeep

Background:

Councilman Adams has requested an update related to 1) more secure doors, 2) HVAC unit, and 3) security system for the concession stand area.

8.VII. Discussion On Booting Ordinance

Background:

Parking in Hapeville is an ongoing concern. The City allows businesses the right to use vehicle immobilization services to protect private parking spaces. For some time, there have been various comments and complaints from recipients of boots, about the interaction with booting companies, signage, responsiveness, personal security and the potential for fraud and theft. City management has been tasked with reviewing the ordinance, clarify expectations, and strike a better balance for businesses and customers, attempting to protect business owner rights and protect the public from potential predatory practices. City management has worked with Legal, using a

recent Atlanta ordinance as a model to put forth this draft ordinance for council review and comment.

Documents:

[BOOTING ORDINANCE DRAFT.PDF](#)

9. City Manager Report

10. Public Comments

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

11. Mayor And Council Comments

12. Executive Session

When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).

13. Adjourn

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.



Administrative Services Department
3468 North Fulton Avenue
Hapeville, GA 30354
Phone: (404) 766-3004
Fax: (404) 669-3302

Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper.

Holding an alcohol beverage license with the City of Hapeville is a privilege.

Date: 1/2/19 ☒ New ☐ Amended
Contact Name: RATU S DAREDA Phone: [REDACTED]
Business/Trade Name: TRUE BROTHERS LLC
D/B/A: CORNER MARKET
Email: Cornermarket3332@gmail.com
Emergency Contact Name: Arisha Daredda Phone: [REDACTED]
Business Address: 3332 Colville Ave, Atlanta, GA 30354

TYPE OF BUSINESS

- ☒ Convenience Store
☐ Grocery Store
☐ Hotel/Motel
☐ Package Store
☐ Manufacturer

- ☐ Specialty Beverage Store
☐ Restaurant
☐ Restaurant under 2,000 Sq. Ft.
☐ Wholesale
☐ Other: _____

TYPE OF LICENSE AND FEES

Retail
☒ Beer/Wine \$3,150.00
☒ Package \$5,000.00

On-Premise Consumption
☐ Beer/Wine \$3,150.00
☐ Beer/Wine/Liquor \$5,000.00

Wholesale/Manufacturer
☐ Beer/Wine \$3,150.00
☐ Beer/Wine/Liquor \$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.

☐ Beer \$750.00
☐ Wine \$750.00
☐ Liquor \$1600.00

APPLICANT INFORMATION

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

Full Name: RATU S DAREDA Date of Birth: [REDACTED]
Revised March 2018

Current Address: 1340 SCENIC VIEW TR, LAWRENCEVILLE, GA 30044

Spouse Name: ANISHA DAREDA

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

Name and Location of Employers for the last five years: KWIK FOOD MART
5700 Roswell RD ATL GA 30054 Saway Sprink

Have you been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

Has your spouse been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

BUSINESS INFORMATION

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

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

Federal Tax ID Number: 83-1536274 State Tax ID Number: 309-792033

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

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

Full Name	Position	Social Security Number	Address	% of Interest

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

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

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

Full Name	Social Security Number	Address	Phone Number

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID 14 009800080022 Zoning District _____

Nearest Intersection: 75 North

Building Square Footage: 10450 Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): NA

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)

20

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). No shared parking

Hours/days of operation: 7 days 7.00 am to 11.00 am

Description of adjacent properties (residential/commercial) Commercial

If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ A scale drawing of the building and/or proposed building
- ☐ The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- ☐ The exact location of the business, including street address, ward, and county tax map number
- ☐ Current zoning classification of the location
- ☐ The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can

read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.

R.S. Daria

Signature of Applicant or Agent

RAJU S. DAREZIA

Print or Type Name

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

This 16 day of November, 2018.

Nastassia Ward
Notary Public

My commission expires on: August 19, 2022

NASTASSIA WARD
NOTARY PUBLIC
Fayette County
State of Georgia
My Comm. Expires Aug. 19, 2022



Alcoholic Beverage Personnel Statement

For Official Use Only	
Type of License: <u>Retail Beer and Wine</u>	Business: <u>True Brothers LLC DBA Corner Market</u>
	Address: <u>3332 Colville Avenue, Hapeville</u>
	Telephone: _____

Instructions: This personnel statement must be executed under oath or affirmation by every person having any ownership or profit sharing interest in, or managing any place of business applying for license from the City of Hapeville, Georgia to sell or deal in alcoholic beverages or liquors. Please type or print clearly in ink. If not legible, Statement will not be accepted. Each question must be fully answered. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached. A personnel statement, including two (2) passport-size photographs and two (2) fingerprint cards are required by Questions 35 and 36, for all owners/managers/assistant managers and must be submitted with every license application.

1. RAJU S DAREEDIA 1340 SCENIC VIEW TRL, LAWRENCEVILLE, GA 30044
Full Name of Applicant Address of Applicant
2. Social Security Number
[REDACTED]
3. Driver's License Number
[REDACTED]
4. Date of Birth Place of Birth
[REDACTED] INDIA
5. U.S. Citizen
 - a. ☐ By Birth
 - b. ☒ NaturalizedDate, Place and Court
Petition Number _____
- Certificate Number [REDACTED]
Derived Parent Certificate Number(s) _____
- Alien Registration Number [REDACTED]
Native Country _____
Date of Port Entry _____
6. How long have you been a legal resident of Georgia? 17 Years _____ Months

7. Marital Status ☐ Single ☒ Married ☐ Widowed ☐ Divorced ☒ Separated

8. If married, give Spouse's full name ANISHA DAREDDIA

9. Physical Description of Applicant Asian Race Male Sex 5-9 Height

Weight 180 Age 52 Hair Color Black Eyes Brown

10. Education and training specific to restaurant/alcohol field.

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

12. List maiden name, names by former marriages, former names changed legally or otherwise, aliases or nicknames. For each, list the period during which you were known by this name.

13. Are you a registered voter in the State of Georgia ☒ Yes ☐ No

County registered

Number of years registered

Gwinnett

One

14. For the last calendar year, did you file and pay any County property tax ☐ Yes ☒ No
Name of County

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

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

	From	To	Employer	Occupation Duties	Reason for leaving
(a)	09/13/2012	SEPTEMBER 12/31/2016	AAAK LLC	Owner	Business Close
(b)	2010 To 2015		CROCANI WINE	EMPLOYEE	START ON BUSINESS
(c)	7/1/2014	6/30/2015	AKSR LLC	Owner	Business Close
(d)					
(e)					
(f)					
(g)					
(h)					

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

	Date From/To	Street	City	State
(a)	7/7/2006	1340 SCENIC VIEW TRAIL	LAURENCEVILLE	GA 30044
(b)				
(c)				
(d)				
(e)				

20. Military Service ☐ Yes ☒ No

List Serial Number _____ Branch of Service _____
 Period of Service _____ Date of Discharge _____
 Type of Discharge received _____

21. Have you ever been convicted of a felony relating to violence, illegal substances, gambling, theft or alcohol use, or of a crime opposed to decency and morality, or who has been convicted of a crime involving violation of the ordinances of the city or any other city or county relating to the use, sale, taxability or possession of malt beverages, wine or liquor, or violations of the laws of the state and federal government pertaining to the manufacture, possession, transportation or sale of

malt beverages, wine or intoxicating liquors, or the taxability thereof within five (5) years preceding this application? ☐ Yes ☒ No

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

23. Position of applicant in dealer's business.

Owner

24. Does applicant have any ownership/profit sharing interest in business? ☐ Yes ☒ No
Describe.

State annual salary of applicant or the estimated annual profit or compensation derived from this business. \$

25. Do you have any financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the business premises? ☐ Yes ☒ No If Yes, explain.

26. Do you have any financial interest or are you employed in any wholesale or retail liquor business other than the business submitting the license application of which this personnel statement is a part? ☐ Yes ☒ No If Yes, give names and locations and amount of interest in each.

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

28. Have you ever had any financial interest in an Alcoholic Beverage business which was denied a liquor permit ☐ Yes ☒ No If yes, explain.

29. Has any Alcoholic Beverage business in which you hold or have held any financial interest or have been employed, ever been cited for any violation for the rules and regulations of the State Revenue Commissioner relating to the sale and distribution of distilled spirits. ☐ Yes ☒ No If yes, explain.

30. Have you ever been denied a bond by a commercial surety company? ☐ Yes ☒ No
If yes, explain.

31. Are you related by blood, marriage or adoption to any persons engaged in any business handling alcoholic beverages, whiskeys or liquors in the State of Georgia.
☐ Yes ☒ No

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

Name

Samirali Charaniya

Residence

1416 Three Pine Place LILBURN GA 30047

Business Address

4660 NORTH ROYAL ATL DRIVE TUCKER GA 30084 SUITE B

Telephone Number

Number of Years Known

25-YEAR'S

Name

Sulaiman Vasaya

Residence

2545 FIVE FORKS TRICKUM Rd

Business Address

8664 Tara Blvd, Jonesboro GA 30236

Telephone Number

Number of Years Known

18-YEAR'S

Name

Salim Lalani

Residence

3025 Oak Meadow drive Snellville GA 30078

Business Address

4410 Lawrenceville Rd, Loganville GA 30052

Telephone Number

Number of Years Known

10-YEAR'S

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

34. There must be submitted with this personnel statement the fingerprints of applicant on two (2) fingerprint cards, which will be furnished by the City of Hapeville. Initial here that such fingerprint cards are attached. _____

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath or affirmation and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

Verification

I, RATU S DARE DIA, applicant, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of Hapeville license as a dealer in alcoholic beverage and liquors are true, and no false or fraudulent statement or answer is made therein to procure the granting of such license. I hereby submit for an Alcoholic Beverage Privilege License Personnel Statement for the City of Hapeville. I do hereby swear or affirm that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this statement and any related application and any action taken on this statement and any related application. I understand the City of Hapeville reserves the right to enforce any and all ordinances regardless of payment of license fees and further that it is my/our responsibility to conform to said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this statement. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. § 16-10-20.

R. S. Dare

Applicant's Signature
(Full name in ink)

RATU S. DARE DIA

Applicant's Name
(Print or Type)

I certify that

RATU S. DARE DIA

(the above named applicant)

is personally known to me, and that he signed his name to the foregoing statements and answers made therein, and, under oath, has sworn that said statements and answers are true.

This 16 day of November, 2018.

Nastassia Ward
Notary Public

Seal:
personnel statement.doc

NASTASSIA WARD
NOTARY PUBLIC
Fayette County
State of Georgia
My Comm. Expires Aug. 19, 2022



Georgia Bureau of Investigation
Georgia Crime Information Center

Consent Form

I hereby authorize **HAPEVILLE POLICE DEPARTMENT** to receive any Georgia criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

RATU S DAREDA

Full Name (print)

[REDACTED] GA

Driver's License Number and State

1340 SCENIC VIEW TRC.
Address LAWRENCEVILLE, GA 30044

TRUE BROTHERS LLC

Company Name

Male

Sex

Asian

Race

[REDACTED]

Date of Birth

[REDACTED]

Social Security Number

[Signature]

Signature

1-2-19

Date

Purpose Codes Used (check appropriate one)

- ☐ Employment (Licensing, Public/Private employment, Firefighter employment Adoptions, Education employment, and Military Recruitment) (E)
☐ Employment with mentally disabled (M)
☐ Employment with elder care (N)
☐ Employment with children (W)
☐ Criminal Justice Employment (J)
☐ Public Access (GA Felonies Only) (P)
☐ Used by Law Enforcement Only (C) _____ Case Number
☐ Pre-employment or Employment of Police Officers (Z)

Inquiry ran by: _____

If ran Purpose Code C Officer Signature: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (Hereinafter referred to as this "Lease") is made as of the 26th Day of November, 2018, by and between FARHID KHAN (Hereinafter referred to as "Landlord"), and TRUE BROTHERS LLC, a Georgia Corporation and RAJU S DAREDIA (hereinafter referred to as "Tenant"), TRUE BROTHERS and Raju S Daredia's obligations herein to be joint and several.

1. **DEMISED PREMISES.** In consideration of the rents, covenants and agreement hereinafter reserved and contained on the part of the tenant to be observed and performed, the Landlord's demises and leases to the Tenant that certain improved real property being a convenient store located at 3332 Colville Ave, Hapeville, Fulton County, Georgia 30354 (such property together with all improvements thereon and rights appurtenant thereto, hereinafter referred to as the "Demised Premises")
2. **TENANT IMPROVEMENTS.** Tenant shall not make any material alterations, additions or improvements to the outside of the Demised Premises without Landlord's prior written consent. However, Tenant can make material alterations, additions or improvements to the inside of the Demised Premises without Landlord's prior written consent. However, all of the Tenant's work to the inside and outside of Demised Premises including but not limited to material alterations, additions, and improvements shall comply with all insurance requirements and all ordinances, regulations and building code within the City of Hapeville or Fulton County and/or any department or agency thereof, and within the requirements of all statutes and regulations of the State of Georgia or of any department or agency thereof. All of Tenant's work shall be constructed in a good and workmanlike manner and good grades of material shall be used.

Should Tenant place audio speakers on the outside of the Demised Premises, then said additions shall comply with all insurance requirements and all ordinances, regulations, and building code within the City of Hapeville or Fulton County and/or any department or agency thereof and within the requirements of all statutes and regulations of the State of Georgia or of any department or agency thereof. Furthermore, said speakers shall not play or project music, sound or any other noise, which is in violation of any noise regulations pursuant to local ordinance or State law.

Tenant shall furnish Landlord with the names and addresses of all contractors copies of any necessary permits, and any indemnification in form and amount reasonably satisfactory to Landlord and certificates of insurance of all contractors performing labor or furnishing materials, insuring against any and all claims, costs, damages, liabilities and expenses which may arise in connection with Tenant's work. Tenant hereby agrees to hold the Landlord and its employees harmless from any and all liabilities of every kind and description which arises out of or may be connected in any way with Tenant's work.

Any mechanic's lien filed against the Demised Premises, for Tenant's work shall be discharged of record by Tenant or bonded off within thirty (30) days following written notice to Tenant thereof at Tenant's expenses. Upon completing any alterations, additions or improvements, Tenant shall furnish Landlord with contractor's affidavits and full and final waivers of lien covering all labor and material expended and used.

In additions, decorations, fixtures, hardware, non-trade fixtures and all improvements temporary or permanent in or upon the Demised Premises, whether placed there by Tenant or Landlord, shall, if permanently affixed, become Landlord's property and shall remain upon the Demised Premises at the termination of this Lease by lapse of time or otherwise without compensation or allowance credit to Tenant.

Should Tenant add a delicatessen to said leased premises, then Tenant shall acquire all the necessary licenses and permits from the Health Department, and all ordinances, code, and regulations within the City of Hapeville or Fulton County and/or any department or agency thereof and with the requirements of all statutes and regulations of the State of Georgia or of any department or agency thereof.

Tenant shall be responsible for any damages caused by the installation, repair, maintenance, or use of any vent hood system in the said leased premises, and all of Tenant's work shall be constructed in a good and workmanlike manner and good grades of material shall be used. Any such damages shall be repaired by Tenant within fifteen (15) days of said damage. Otherwise, upon the termination of this lease agreement, the cost of said repairs shall be deducted directly from the deposit paid herein.

3 COMMENCEMENT AND LENGTH OF TERM. The Term of this Lease shall be for a period of three (3) terms, the first term beginning the 1st day of November, 2018 and ending on the 31st day of January, 2020, and the second term, unless sooner terminated, beginning on the 1st day of February, 2020 and ending on 31st day of January, 2023, and the third term, unless sooner terminated, beginning on the 1st day of February, 2023 and ending on 31st day of January, 2028 (hereinafter referred to as the "Lease Term"). The second and third five year terms of this lease shall automatically commence, said Tenant understanding that this lease will automatically extend for a second five-year term and a third five-year term. However, should Tenant be in default of this lease for any reason, Landlord shall have the option of unilaterally terminating this lease by giving the tenant thirty (30) days written notice prior to the end of the first term of this lease, or January 31st, 2018 or prior to the end of the second term of this lease, or January 31st, 2023. However, should Landlord desire to unilaterally terminate said lease due to Tenant being in default, then Landlord shall first give Tenant written notice of said default, giving Tenant seven (7) days to cure said default. Should Tenant cure said default within said seven (7) days then said lease shall then automatically extend.

By signing this Lease, Tenant shall be deemed to have accepted the Demised Premises, to have acknowledged that the same are in the condition called for hereunder, and to have agrees that as of that time all of the obligations of the Landlord imposed under this Lease have been fully performed, except as set forth in this agreement.

4 MINIMUM RENT. Tenant agrees to pay Landlord at 157 Glen Eagle Way, McDonough, Georgia 30253, on the first day of each calendar month of the Lease Trm, or at such other place designated by landlord, without any prior demand therefore and without any deduction or setoff whatsoever, as fixed minimum rent (hereinafter referred to as "Fixed Minimum Rent") as follows.

FIRST FIVE YEAR TERM

- a. 11/01/2018 – 01/31/2023: \$6522.17 per month

SECOND FIVE YEAR TERM

- a. 02/01/2023 – 01/31/2028: \$7500.00 per month

5. **LATE FEES.** If any rental installment is paid after the fifth day of each month, it shall be deemed to be paid late, and Tenant shall, in addition to the rental payment, pay to Landlord a late charge which shall be 10 percent of the monthly rental payment per day, until the rent and late charges are paid in full.

6. **UTILITY CHARGES.** Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities; the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Tenant shall be solely responsible for and shall promptly pay all charges for use or consumption for heat, air conditioning, sewer, water, gas, electricity or any other utility services. Should Landlord elect to supply any utility services, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility company for furnishing the same.

7. **TAXES.** As additional rent Tenant shall pay each and every year in a timely manner all County and City real estate taxes upon the real property located at 3332 Colville Ave., Hapeville Fulton County Georgia as well as any assessment that may be made against said real estate by any governing authority. As additional rent, Tenant shall also pay each and every year in a timely manner all personal property taxes and ad valorem taxes upon all personal property and contents on said real property assessed by any county or local governmental authority. Tenant shall timely pay all said real estate taxes, personal property taxes, ad valorem taxes, and assessments to the appropriate governmental authority. In no event shall this Article operate to reduce the annual rental due under this Lease. Tenant agrees to pay before they become delinquent all taxes, permits or license fees levied, imposed or assessed by any governmental authority in connection with the receipt of income and Tenant's activities on and from the Demised Premises.

8. **PROMPT OCCUPANCY AND USE.** Tenant agrees to operate and maintain the Demised Premises for the Lease Term, and during ordinary regular business hours, as a convenience store, , or a delicatessen and/or check cashing store within said convenience store, which shall include the performance of such services as are usually incident to such businesses. Tenant covenants that Tenant shall continuously during the Lease Term, during all normal business hours, occupy and use the Demised Premises for the purposes herein set forth (except during any times when the Demised Premises may be untenable by reason of fire or other casualty).

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9. OPERATION BY TENANT. In regard to the use and occupancy of the Demised Premises and common facilities, Tenant will at its expense: (a) maintain the Demised Premises in a clean, orderly and sanitary condition; (b) keep any garbage, trash, rubbish or refuse in rodent-proof containers within the interior of the Demised Premises until removed; (c) have such garbage, trash, rubbish and refuse removed on a daily basis; (d) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Demised Premises; (e) comply with all laws, ordinances, rules and regulations of applicable governmental authorities, including obtaining at Tenant's expense all required licenses and permits, and all recommendations of the Fire Underwriters Rating Bureau, Landlord's insurance companies and other organizations establishing insurance rates now or hereinafter in effect; and (f) conduct its business in all respects in a dignified manner in accordance with high standards of store operation consistent with the quality of operation as reasonably determined by Landlord and to provide an appropriate mercantile quality.

In regard to the use and occupancy of the Demised Premises and common facilities, Tenant will not: (a) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Demised Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Demised Premises so as to obstruct any driveway, footwalk, parking area, any other common facility; (b) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts which is in any manner audible or visible outside of the Demised Premises; (c) permit accumulations of garbage, trash, rubbish and other refuse within or without the Demised Premises; (d) cause or permit objectionable odors to emanate from the Demised Premises; (e) solicit business in the parking or other common facilities; (f) distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking areas or in any other common facility; (g) permit the parking of delivery vehicles so as to interfere with the use of any driveway, footwalk, parking area, mall or other common facility; (h) receive or ship articles of any kind except through service facilities provided by the Lessor; (i) use or permit the use of any portion of the Demised Premises for any unlawful purpose; (j) place a load upon any floor which exceeds the floor load in which the floor was designed to carry or allowed by law; and (k) cause or permit to be conducted any activity which is illegal under local, state, or Federal law, or which creates any nuisance to the general public.

10. ALTERATIONS BY TENANT. Tenant shall not alter the exterior of the Demised Premises (including but not limited to the store front and/or signs), except as expressly permitted in paragraph 11 below, and Tenant will not make any significant structural alterations to the Demised Premises or any part thereof without the Landlord's written approval. Furthermore, the Tenant may make alterations to the interior of the Demised Premises without first obtaining Landlord's written approval of such alterations.

However, Tenant shall be able to add a delicatessen, or check cashing store within the Demised Premises, and all of Tenant's additions as well as said additional business shall comply with all insurance requirements and all ordinances, code, and regulations within the City of Hapeville or Fulton County and/or any department or agency thereof, and with the requirements of all statutes and regulations of the State of Georgia or any department or agency thereof. All of Tenant's work shall be constructed in a good and workmanlike manner and good grades of



material shall be used. However, any systems, equipment or fixtures attached to the Demised Premises shall become the property of the Landlord, including but not limited to exhaust hood systems, and restaurant fire suppression systems. Furthermore, Tenant acknowledges that the addition of a delicatessen could void any roof warranty's that may exists on the existing roof of the demised premises, and Tenant agrees that it shall thereafter maintain roof in good condition, and repair, maintain or replace the roof of demised premises if necessary.

11. SIGNS AND ADVERTISING. Tenant agrees to promptly purchase and install a new exterior sign that complies with city sign codes. Thereafter, Tenant will maintain any sign, decoration, lettering, or other external advertising matter in good condition and repair at all times. The design of new signage is not subject to pre-approval of Landlord.

12. EXTERIOR REPAIRS AND MAINTENANCE. All exterior maintenance and repairs shall be the responsibility of the Tenant. TENANT LEASES SAID DEMISED PREMISES "AS IS", AND LANDLORD SHALL HAVE NO OBLIGATION TO MAKE ANY REPAIRS, CAPITAL IMPROVEMENTS, OR DO ANY MAINTENANCE TO THE SAME.

13. INTERIOR REPAIRS. Tenant shall, at its own cost and expense, take good care of and make necessary repairs, or replacements, to the interior of the Demised Premises, and the fixtures and equipment therein and appurtenances thereto, including lighting, heating, plumbing and sewerage facilities, and air conditioning equipment. All parts of the interior of the Demised Premises shall be painted or otherwise decorated by Tenant. Tenant agrees to keep and maintain in good condition the electrical equipment and heating and air conditioning equipment. TENANT LEASES SAID DEMISED PREMISES "AS IS", AND LANDLORD SHALL HAVE NO OBLIGATION TO MAKE ANY REPAIRS, CAPITAL IMPROVEMENTS, OR DO ANY MAINTENANCE TO THE SAME.

14. PERFORMANCE BY TENANT. Tenant covenants and agrees to perform all obligations herein expressed on its part to be performed, and promptly, upon receipt of written notice specifying action desired by Landlord in connection with any such obligation (excluding the covenant to pay rent), to comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the satisfaction of Landlord within five (5) days after delivery thereof, Landlord shall have the right, but not the obligation, to enter upon the Demised Premises and do the things specified in said notice on behalf of and for the account of Tenant. Landlord shall have no liability to Tenant for any loss or damages resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand as additional rent any expense incurred by Landlord in taking such action.

15. ASSIGNMENT AND SUBLETTING. Tenant may not assign, enter into a business management agreement, sublet this lease or transfer any business interest hereunder, or sublet premises or any part thereof, or permit the use of the premises by any party other than Tenant, or mortgage or encumber this Lease, in whole or in part, without the prior written consent of Landlord. Any transfer or assignment of any interest cumulatively, of the ownership interest in Tenant shall be a "transfer". No such transfer, lease assignment, or sublease shall have the effect of releasing the Tenant or any guarantor, unless said transferee, assignee, or sub lessee has remained compliant with all terms of said lease for a continuous period of twelve (12) months

* However, landlord shall not unreasonably deny any such transfer, assignment, or sublease

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after said transfer, assignment, or sublease, and has not been in default of said lease at any time during said twelve month period. In regard to each approved sublease, Tenant agrees to be responsible for Landlord's attorney's fees associated therewith and to pay an administrative charge of \$2500.00 to Landlord.

16. TRANSFER FEE. Landlord shall impose a Transfer Fee for the transfer or assignment of this Lease by Tenant to another party with or without Landlord's consent, (including a transfer to Landlord of landlord's nominee). The transfer fee is payable in full by Tenant to Landlord in cash at the time of the transfer.

a. The amount of the transfer fee is as follows depending on the length of time Tenant has been the Tenant at the premises:

Tenure at Premises	Transfer Fee
Less than 5 years	\$5000.00
At least 5 years, but less Than 10 years	\$2500.00
At least 10 years, but less Than 15 years	\$0.00
15 years or more	\$0.00

b. NO transfer fee is payable:

1. If Tenant has been the Tenant at the premises for 10 years or more.
2. Following Tenant's death, upon assumption of the Business by Tenant's successor-in-interest in accordance with state law.
3. Upon an agreement between Tenant and Landlord mutually to terminate this Lease, or if Tenant exercises Tenant's right to terminate this Lease by written notice to Landlord.

17. INDEMNITY. Tenant shall indemnify Landlord and save Landlord harmless from all actions, damages, liability and expenses in connection with loss of life, bodily injury or property damage arising from or out of the occupancy or use by Tenant of the Demised Premises or any part thereof and the common facilities, or occasioned wholly or in part by any negligent, reckless or intentional act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires.

Tenant shall store its property in and shall occupy the Demised Premises at its own risk, and agrees that Landlord shall not be responsible or liable to Tenant or anyone claiming through

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Tenant at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property or to Tenant's business.

Tenant shall give prompt notice to Landlord in case of fire or accidents in the Demised Premises or in the building of which the Demised Premises are a part or of defects therein or in any fixtures or equipment.

18. INSURANCE.

- a. **Policy Form.** All policies of insurance provided for in this Article 17 shall be issued by insurance companies which have a general policyholder's rating of not less than A and a financial rating of not less than Class X in the most currently available Best's Insurance Reports and which are qualified to do business in the State of Georgia and, shall be issued with an endorsement naming Landlord as an additional named insured. Executed copies of all policies of insurance to be procured and maintained by Tenant or Landlord or original certificates thereof shall be delivered to the other party on or before the commencement of payment of rent under Article 4 hereof. The term of each policy provided for herein shall be for a minimum of one (1) year with premiums payable not less than annually. As often as any policy provided for herein shall expire or terminate, renewal or additional policies shall be procured and maintained by Landlord and Tenant, as the case may apply, in like manner and to like extent. All policies of insurance to be procured and maintained by Tenant shall contain a provision that the company writing said policy will give to Landlord and any mortgagee designated by Landlord thirty (30) days' notice in writing in advance of any cancellation or lapse of the effective date or any reduction in the amounts of insurance. All public liability, property damage and other casualty policies to be procured and maintained by Tenant shall be written as primary policies not contributing with and in excess of coverage which Landlord may carry. Any provisions of this Article to the contrary notwithstanding, the obligation of Landlord or Tenant to carry the insurance provided for herein may be brought within the coverage of so called blanket policy or policies of insurance carried and maintained by Landlord or Tenant, respectively; provided, however, that the other party hereto and any designated mortgagee shall be named as additional insureds thereunder as their interest may appear and that the coverage afforded the other party hereto and any such mortgagee will not be reduced or diminished by reason of the use of such blanket policies of insurance; and, provided further, that the other requirements set forth in this Article are otherwise satisfied.
- b. **Tenant's Liability Insurance.** Tenant, as additional rent at Tenant's sole cost and expense, shall at all times after being given occupancy of the Demised Premises, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of comprehensive general liability insurance insuring against loss, damage, or liability for injury to or death of any person or loss or damage to property occurring in, upon or about the Demised Premises, with limits of coverage in an amount not less than one million dollars (\$1,000,000.00) for bodily injury or property damage in any one occurrence.
- c. **Tenant's Personal Property Insurance.** Tenant, as additional rent at Tenant's sole cost and expense, shall at all times during the term hereof, at its sole cost and expense, maintain in full force and effect on all of its fixtures, equipment, merchandise, and other personal property which may be from time to time located in the Demised Premises and on trade fixtures and equipment of others which are in Tenant's possession within the Demised Premises, a policy or policies of



- fire insurance with a standard form extended coverage endorsement in an amount equal to not less than one hundred percent (100%) of their full insurable value. As long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of said fixtures, equipment and merchandise.
- d. **Landlord's Real Property Insurance.** Tenant, as additional rent at Tenants sole costs and expense shall at all times during the term of this Lease procure and maintain in full force and effect an All Risks Property Insurance Policy on the Demised Premises (insuring all improvements constructed thereon and any additions or alterations thereto or replacements thereof), as well as Flood Insurance (all risk property insurance and flood insurance hereinafter referred to in this paragraph as "real property insurance"). Said policy is to contain a Replacement Cost Endorsement naming Landlord as the insured and loss payee, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Demised Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord as the insured and loss payee under said policy and any designated mortgagee in accordance with their respective interests therein.
- e. **TENANTS INABILITY TO ACQUIRE INSURANCE PURSUANT TO (a), (b), (c), or (d) above.** Should Tenant fail to acquire any of the insurance policies as set forth above FOR ANY REASON, the Landlord shall be able to purchase said insurance, and on the 1st day of each month after said purchase, and ending upon the termination of this lease, Tenant shall pay Landlord one-twelfth of the annual premium for said insurance policy as required above.

19. DESTRUCTION. If the Demised Premises shall be partially damaged by any casualty insurable under the Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair the same and the Fixed Minimum Rent shall be abated proportionately as to that portion of the Demised Premises rendered untenable. If the Demised Premises (a) by reason of such occurrence is rendered wholly untenable or partially untenable but incapable of restoration of condition within thirty (30) days or (b) should be damaged as a result of a risk which is not covered by Landlord's insurance or Landlord does not receive the insurance proceeds or (c) should be damaged in whole or in part during the last one (1) year of the Lease Term or of renewal thereof, or (d) the building of which it is a part, whether the Demised Premises is damaged or not, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, then or in any of such events, either Landlord or Tenant may elect to cancel this Lease by notice of cancellation within ninety (90) days after such event and thereupon this Lease shall expire, and Tenant shall vacate and surrender the Demised Premises. Tenant's liability for rent upon the termination or cancellation of this Lease shall cease as of the day following the event or damage. In the event Landlord elects to repair the damage insurable under its policies, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Demised Premises have been repaired. Unless this Lease is terminated by Landlord, Tenant shall repair and replace the interior of the Demised Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair and replacement.

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20. CONDEMNATION. Total: If the whole of the Demised Premises shall be acquired or taken by eminent domain (including a conveyance in lieu thereof) for any public or quasi-public use or purpose, then this Lease and the term herein shall cease and terminate as of the date of title vesting in such proceeding.

a. Partial: If only part of the Demised Premises shall be taken as aforesaid, and such partial taking shall render, in Tenant's reasonable discretion, that portion not so taken unsuitable for the business of Tenant, then this Lease and the term herein shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the remaining premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the Fixed Minimum Rent shall be reduced in the same proportion that the floor area of the Demised Premises taken bears to the original floor area demised and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the building in which the Demised Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Demised Premises so taken. If more than twenty percent (20%) of the floor area of the building in which the Demised Premises are located shall be taken as aforesaid, either Tenant or Landlord may, by written notice to the other, terminate this Lease, such termination to be effective as aforesaid. If this Lease is terminated as provided in this paragraph, the rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

b. Award: Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial, whether for diminution in value of the leasehold or to the fee, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business and fixtures.

21. DEFAULT OF TENANT AND REMEDIES OF LANDLORD. If Tenant fails to pay any rent or other payment due hereunder within ten (10) days of written notice to cure, or upon its failure to perform any other of the terms of this Lease to be observed or performed by Tenant within ten (10) days after written notice of the default or failure to perform has been sent by Landlord to Tenant, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings or file or have filed against it in any court pursuant to any statute either of the United States or of any state thereof, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or suffers this Lease to be taken under any writ of execution or attachment or if this Lease shall pass to or devolve upon, by law or otherwise, one other than Tenant except as herein provided, then, in any one or more of such events, upon Landlord's serving a written notice of cancellation upon Tenant, then Landlord shall have the option, in addition to any other remedy or right permitted it by law or by this Lease, to terminate this Lease, whereupon the term hereunder shall terminate and come to an end on the date specified in such notice of cancellation, and Tenant shall quit and surrender the Demised Premises to Landlord as if the term hereunder had ended by the expiration of the time fixed herein, but Tenant shall remain liable as hereinafter provided.

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Should Landlord elect to re-enter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may make such alterations and repairs as may be necessary in order to relet the Demised Premises and relet the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rentals and upon such other terms and conditions as Landlord, in Landlord's sole discretion, may deem advisable. Upon each such reletting all rentals received by Landlord from such reletting shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; and third, to the payment of rent, due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rents as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. The rights and remedies of Landlord provided herein in the event of a default by Tenant hereunder are in addition to, and not in lieu of, any other right or remedy which Landlord may have against Tenant at law or in equity; and, further, the exercise or election of any right or remedy of Landlord shall not be deemed to be an election from or waiver of any other right or remedy of Landlord provided hereunder or by law.

22. ACCESS TO PREMISES. Landlord shall have the right to enter the Demised Premises at all reasonable times and upon reasonable advance notice (and, if in Landlord's opinion an emergency exists requiring immediate action, at any time and without any advance notice) to inspect or to exhibit the same to prospective purchasers, mortgagees, tenants, and to make such repairs, additions, alterations or improvements as it may deem desirable. During the three (3) months prior to the expiration of this Lease or any renewal term, Landlord may place upon the Demised Premises "To Let", "For Sale", or similar signs which Tenant shall permit to remain thereon.

23. QUIET ENJOYMENT. Tenant, upon paying the rents and performing all of the terms on its part to be performed under this Lease, shall peaceably and quietly enjoy the Demised Premises, subject, nevertheless, to the terms of this Lease and to any mortgage, ground lease or agreements to which this Lease is subordinated.

24. SUBORDINATION. Upon request of the Landlord, Tenant will and does hereby subordinate its rights hereunder to the lien of any mortgage or mortgagees, or the lien resulting from any other method of financing or refinancing, now or hereafter in force, against the land and/or buildings of which the Demised Premises are a part or against any buildings hereafter placed upon the land of which the Demised Premises are a part, and to all advances made or hereafter to be made upon the security thereof.

25. ATTORNMENT. Tenant shall, in the event of the sale or assignment of Landlord's interest in the building or land of which the Demised premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage made by Landlord covering the Demised Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

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26. **CERTIFICATE FROM TENANT.** Tenant shall, upon request by Landlord, execute and deliver to Landlord a written declaration in recordable form; (a) ratifying this Lease; (b) expressing the commencement and termination dates thereof; (c) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated); (d) that all condition under this Lease to be performed by Landlord have been satisfied; (e) that there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating their claimed by Tenant; (f) the amount of advance rental, if any (or none if such is the case), paid by Tenant; and (g) the date to which rental has been paid. Such declaration shall be executed and delivered by Tenant from time to time as may be requested by Landlord, and Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon the same.

27. **END OF LEASE TERM.** At the expiration of the Lease Term, Tenant shall surrender the Demised Premises on the same condition as it was in upon delivery or possession thereto under this Lease, reasonable wear and tear accepted, and shall deliver all keys to locks to Landlord. Before surrendering the Demised Premises, Tenant shall remove within fifteen (15) days of the expiration of the Lease Term, all its personal property, trade fixtures, alterations, additions and decorations and shall promptly repair any damage caused thereby. Tenant's obligations to perform under this provision shall survive the expiration of the Lease Term. If Tenant fails to remove its property upon the expiration of the Lease Term, such property shall be deemed abandoned and shall become the property of Landlord. All additions, decorations, fixtures, equipment, systems, hardware, non-trade fixtures and all improvements temporary or permanent in or upon the Demised Premises, whether placed there by Tenant or Landlord, shall, if permanently affixed, become Landlord's property and shall remain upon the Demised Premises at the termination of this Lease, and shall become the property of the Landlord, by lapse of time or otherwise without compensation or allowance credit to Tenant.

28. **HOLDING OVER.** Any holding over after the expiration of the Lease Term, or any renewal term, with or without Landlord's acquiescence and without any express agreement of the parties, shall be construed to be a tenancy from month to month at 150% of the rental rate in effect at the end of the lease. There shall be no renewal of this lease by operation of law. rents which shall then have been in effect the month next preceding the commencement of the subject month to month tenancy, and shall otherwise be on the terms herein specified so far as applicable.

29. **NO WAIVER.** Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or any rules and regulations shall not be constructed as a waiver for the future of any such provision, option, rule or regulation. The receipt by Landlord of rent with knowledge of the breach of any provisions of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease or by law.

30. **NOTICES.** Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States Certified Mail, postage prepaid, and shall be addressed (a) if to Landlord, at 157 Glen Eagle Way, McDonough, Georgia 30253; and (b) if to Tenant, at the Demised Premises. Either party may designate such other address as shall be given by written notice.

31. **MEMORANDUM OF LEASE.** Upon the request of either party hereto the other party shall join in the execution of a memorandum of this Lease for the purpose of recordation. Said memorandum or short form of this Lease shall describe the parties, the Demised Premises and the Lease Term and shall incorporate this Lease by reference. All costs of recording shall be borne by the requesting party.

32. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

33. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and permitted assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by these provisions. In the event of any sale of the land, building under this Lease, Landlord shall be entirely relieved of all obligations hereunder.

34. **ENTIRE AGREEMENT, ETC.** This Lease and the exhibits, riders and/or addenda, if any, attached, set forth the entire agreement between the parties. Any prior conversations or writing are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties. Submission of this Lease for examination does not constitute an option for the Demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in a rider or addendum is inconsistent with the printed provision of this Lease, the provision contained in said rider or addendum shall supersede said printed provision. It is herewith agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. The captions, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any article or paragraph, nor in any way affect this Lease.

35. **TIME.** Time is of the essence in this Lease.

36. **USUFRUCT.** The relationship of Landlord and Tenant as established by this Lease is that of Landlord and Tenant, and the tenancy hereby created is a mere usufruct and not an estate for years. None of the language or terminology of this Lease shall be construed to create any other form of relationship between Landlord and Tenant.

37. **GOVERNING LAW.** This Lease shall be construed under the laws of the State of Georgia.



38. EPA REGULATIONS. During the term of this Lease, Tenant shall comply with all regulations, including, but not limited to, those set forth by the Georgia Department of Natural Resources, EPD, air rules, solid waste rules and federal EPA rules (where applicable). Should Landlord discover that Tenant is at any time in violation of any such rules or regulations, Landlord is authorized, but is not required to; take any steps as are necessary to bring the Premises in compliance. Any expenses associated with this will promptly be reimbursed by Tenant to Landlord and Tenant shall be responsible for any associated warranty violations, fines or penalties. Further, Tenant's failure to maintain the Premises in full compliance with all such regulations shall operate as a default of the Lease Agreement between the parties, entitling Landlord to the remedies as specified by Paragraph 20 herein.

39. SECURITY DEPOSIT. Upon execution of this Lease Agreement, Tenant shall pay to Landlord \$10,000.00 representing a security deposit. Subject to the terms of this Lease Agreement, the security deposit shall be refundable at the expiration of this Lease, or upon the transfer of the Tenant's business to a third party and assignment of said lease. Tenant shall not be entitled to receive interest on the security deposit, and Landlord shall be entitled to retain any interest earned on the security deposit.

40. GUARANTEE. As partial consideration for entering into this Lease Agreement RAJU.S. DAREDIA AND BINOD THAPA shall personally guarantee Tenant's full performance of its obligations under this Lease Agreement, as agreed to and as shown on LEASE GUARANTIES ATTACHED HERETO AS EXHIBIT "A".

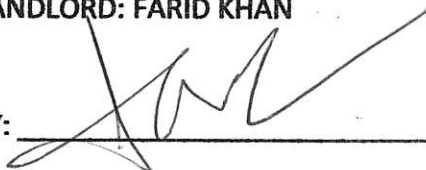
41. LICENSES AND ILLEGAL ACTIVITIES. It shall be Tenant's sole responsibility to apply, qualify for and maintain all necessary city, county and state licenses to operate the business. Tenant's ability to obtain, qualify for and maintain any such licenses shall not be a condition of it's responsibilities under this Lease. Should tenant fail to maintain all necessary city, county, state or federal licenses to operate its business, then Landlord shall have the option of immediately terminating this lease by giving tenant written notice of its intent to terminate the same. Should Tenant cause or permit to be conducted any activity on premises or in its business which is illegal under local, state, or Federal law, or which creates any nuisance to the general public then Landlord shall have the option of immediately terminating this lease by giving tenant written notice of its intent to terminate the same.

42. RIGHT OF FIRST REFUSAL. Prior to the sale by the Tenant of convenience store business to any third party, Landlord shall have the option to purchase said business upon same terms as offered by said third party. Landlord shall have twenty-four (24) hours from the date of notice from the Tenant to exercise Landlord's right of first refusal, and thirty days thereafter to close upon said purchase. If Landlord does not exercise the right of first refusal, Tenant may sell the business, with the written consent of the Landlord, to a qualified buyer but Landlord shall not unreasonably deny any such sale of the business to a qualified buyer. Prior to sale by the Landlord of the real property upon which Tenant's business is located, Tenant shall have the right of first refusal to purchase the property upon same terms as offered by said third party. Tenant shall then have twenty-four (24) hours from the date of notice from the Landlord to exercise the right of first refusal, and thirty (30) days thereafter to close upon said purchase.

IN WITNESS WHEREOF, the Tenant and Landlord have executed this lease and affixed their seals hereto as of the date written above.



WITNESS

LANDLORD: FARID KHAN

BY: _____

TENANT: TRUE BROTHERS LLC

WITNESS

BY: _____
RAJU S DAREDIA, PRESIDENT and CEO

WITNESS

BY: _____
RAJU S DAREDIA, INDIVIDUALLY

WITNESS

BY: _____
RAJU S DAREDIA, Personal Guarantor



Effective Date: December 20th, 2018

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 64458132

That we, True Brother LLC

of Hapeville, State of Georgia, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of
Georgia, as Surety, are held and firmly bound unto the

City of Hapeville, State of Georgia, as Oblige, in the penal
sum of Five Thousand and 00/100 DOLLARS (\$5,000.00),
lawful money of the United States, to be paid to the Oblige, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed Liquor Bond City of Hapeville

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect until
December 20th, 2021, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail, to the Oblige and to the Principal at the address last known to the Surety, and at the expiration
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative.

Dated this 20th day of December, 2018.

True Brother LLC

Principal

Principal

WESTERN SURETY COMPANY

By

Paul T. Bruffat

Paul T. Bruffat, Vice President

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor Bond City of Hapeville

bond with bond number 64458132

for True Brother LLC

as Principal in the penalty amount not to exceed: \$ 5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 20th day of December,
2018.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

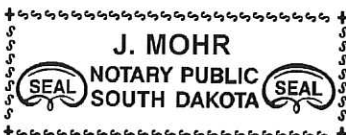
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 20th day of December, 2018, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





Attach additional pages if needed.

Business Name & Address: CORNER MARKET / 3332 COLVILLE AVE. TAPEVILLE

Date and Signature of Owner/Manager 1-2-19 

Name of Product	Number of Cases/Bottles in stock or in store as of date above	Price (i.e. \$2.00/glass; \$15.00/case)
ATL BANDA CDS	100 CASES LI ALL MEXICO	2600.00
C.W.SALE	36 CASES AM	1400.00
UNITED D2ST	55 WINE AM MEXICO	1550.00
TOTAL		5550.00

TRANSACTION REPORT

FAX (TX)

#	DATE	START T.	RECEIVER	COM. TIME	PAGE	TYPE/NOTE	FILE
001	DEC/14	03:32PM	918777863397	0:01:36	2	MEMORY OK	G3 1161

DEC/14/2018/FRI 03:33 PM

CITY OF HAPEVILLE

3468 N FULTON AVE.
HAPEVILLE, GA 30354-1466

COMMERCIAL OCCUPATIONAL TAX PERMIT

LICENSE YEAR: 2018

LICENSE TYPE: CONVENIENCE STORE

LICENSE NUMBER: 20180080

EXPIRATION DATE: 3/31/2019

ISSUED TO: TRUE BROTHERS LLC

LOCATION: 3332 COLVILLE AVE.
HAPEVILLE GA 30354

THIS LICENSE MUST BE POSTED AND IS NON-TRANSFERABLE


 Cynthia D. Smith
 City Clerk

This certificate must be displayed in a conspicuous place in the licensee's establishment. City Hall must be notified of any change in address, ownership, or licensee. This permit is subject to revocation for cause. In accepting this Permit, the licensee acknowledges and affirms that: a) the information provided to gain this certificate is true, complete and accurate and any inaccuracy may be considered cause for invalidation of this certificate; b) the City of Hapeville may enforce any and all ordinances, regarding payment of fees or issuance of this certificate; c) it is the responsibility of the licensee to conform with said ordinances in full; and the Licensee affirms that this certificate has been issued based upon representations made by the Licensee under oath and the Licensee understands that false statement made to the City are punishable as a felony under section 16-10-20 O.C.G.A.

LSTCN:5488000758 GBITCN:82642255089997 DATE/TIME:2018-09-21 15:06:36
NAME:DAREDIA, RAJU SADRUDIN PHOTO:PHOTO NOT AVAILABLE



Georgia Bureau of Investigation
3121 Panthersville Road
Decatur, Georgia 30034
404-244-2639

LSTCN:5488000758
GBITCN:82642255089997
DATE/TIME:2018-09-21 15:06:36
NAME:DAREDIA, RAJU SADRUDIN
PHOTO:PHOTO NOT AVAILABLE

NO GEORGIA CRIMINAL HISTORY RECORD FOUND

Crystal Griggs-Epps

From: Raju Daredia [REDACTED]
Sent: Wednesday, January 02, 2019 2:49 PM
To: Crystal Griggs-Epps
Subject: 56815102824_5DDF1695-03E6-436A-B14F-9A520654D05D.jpeg

TRUE BROTHERS LLC
3332 COLVILLE AVE
ATLANTA, GEORGIA 30354

PAY TO THE ORDER OF

Platinum

FOR

TRUE BROTHERS LLC
3332 COLVILLE AVE
ATLANTA, GEORGIA 30354

PAY TO THE ORDER OF

Platinum

FOR

RASU. DAREDIA

52726

CASH RECEIPT NUMBER

DATE 12/19/18

OFFICE ACCOUNT NO.

RECEIVED OF True Brothers LLC

PHONE NO.

EVERETT News Etc

MARIETTA DAILY JOURNAL
CHEROKEE TRIBUNE
NEIGHBOR NEWSPAPERS

AMOUNT \$240.24

CASH ☒ CHECK ☐ CREDIT CARD ☐

CLASSIFIED ☐ METAL ☐

AD SIZE

RUN DATE(S)

SALES REP NO.

www.mjonline.com • www.cherokeetribune.com • www.neighbornewspapers.com

Received By

Gett Cds

TAX DEDUCTIBLE

FOR

TO

DATE

DE

F

Sent from my iPhone

ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY PUBLIC OR PRIVATE.

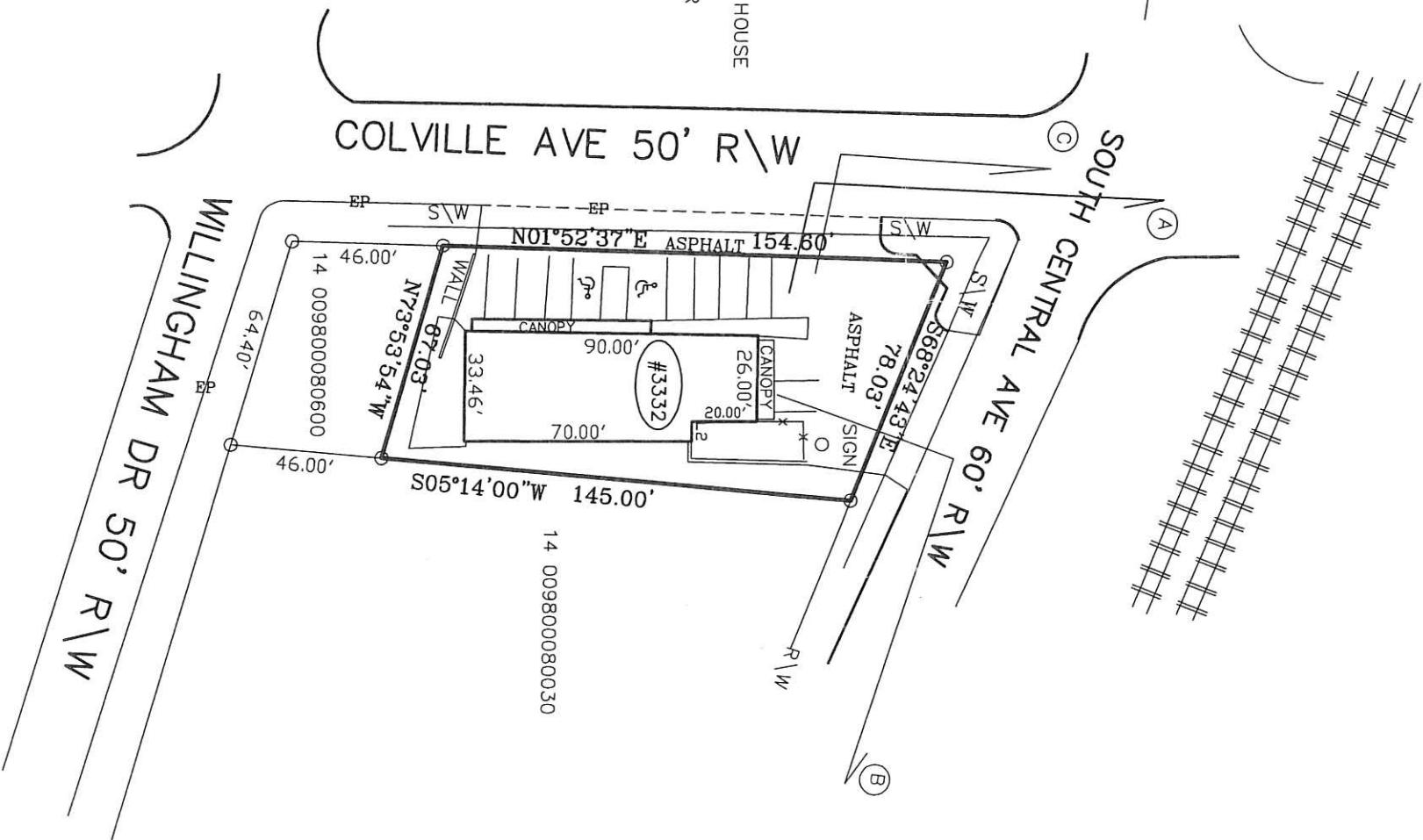
NOTE: PROPERTY LINES SHOWN ON THIS SURVEY/PLAT REPRESENT PHYSICAL FIELD CONDITIONS BY EVIDENCE OF APPARENT POSSESSION (IRON PINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUB & HEDGE LINE, HOUSE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONTENTION FROM EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS SURVEYS/PLATS. A FULL LAND TITLE REPORT OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. THIS SURVEY IS SUBJECT TO REVISIONS AND UPDATE UPON RECEIPT OF SAID TITLE COMMITMENT.

AREA:
10450. S.F.
TAX ID 14 009800080022

ZONED C-2
PARKING 9 REGULAR
2 ADA

- (A) 722 YARDS TO HAPEVILLE ELEMENTARY
- (B) 880 YARDS CHRIST CHURCH AND CARRIAGE HOUSE
- (C) 1410 YARDS TARA CLUB TREATMENT CENTER



LEGEND

- IPF=IRON PIN FOUND
- IPS=IRON PIN SET
- R/W=RIGHT OF WAY
- MAG= MAGNETIC
- P.O.B.=POINT OF BEGINNING
- B/L=BUILDING LINE
- D.E.=DRAINAGE EASEMENT
- N/F=NOW OR FORMERLY
- P= PREVIOUS
- E= EXISTING
- P/P= POWER POLE
- PRP= PER REFERENCE PLAT
- CLOSURE DATA

DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

PREPARED FOR:

TRUE BROTHERS LLC. D.B.A. CORNER MARKET

3332 COLVILLE AVE

LOT: N/A	LAND LOT: 98	DATE: 11/12/18
BLOCK:	DISTRICT: 14 TH	
SCALE: 1"=50'	COUNTY: FULTON	JOB NO: 3332 COLV



FIELD CLOSURE=1"IN 20,000+
ANGLE POINT ERROR=< 03"
EQUIPMENT USED=TOTAL STATION
ADJUSTMENT METHOD=COMPASS RULE
PLAT CLOSURE=1"IN 100,000+

THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD PLAIN ACCORDING TO REFERENCE PLAT.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

G.L. Sawhney

SAWHNEY & ASSOCIATES
523 HASTINGS WAY JONESBORO GA 30238
PH.# (678)-500-4356





Travel Vaccines

Customized by country | No reservations needed

Walgreens

Our pharmacists will recommend vaccines, prescriptions and over-the-counter medications based on your travel itinerary and health history.
*Vaccines subject to availability. State-, age- and health-related restrictions may apply.

Talk to your pharmacist or visit [Walgreens.com/TravelHealth](https://www.walgreens.com/TravelHealth) to learn more

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

TRUE BROTHERS LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/08/2018** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **08/10/2018**.



A handwritten signature in dark ink, appearing to read 'B: P. Kemp', written in a cursive style.

Brian P. Kemp
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 8/8/2018 4:09:24 PM

BUSINESS INFORMATION

CONTROL NUMBER	18096612
BUSINESS NAME	TRUE BROTHERS LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	08/08/2018

PRINCIPAL OFFICE ADDRESS

ADDRESS	6044 SOUTH NORCROSS TUCKER RD, NORCROSS, GA, 30093, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
RAJU S DAREDIA	1340 SCENIC VIEW TRACE, LAWRENCEVILLE, GA, 30044, USA	Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
Raju S Daredia	ORGANIZER	6044 South Norcross Tucker Rd, Norcross, GA, 30093, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Raju S Daredia
AUTHORIZER TITLE	Organizer

Administrative Fee (applicable to all Licenses) \$200.00

FOR OFFICE USE ONLY

Department	Date	Approve	Deny	Comments
Code Enforcement	1/15/19	1/16/19		
Fire Department	01/15/19	1/16/19		
Planning & Zoning	1/15/19	1/16/19		
Police Department	1/15/19	1/16/19		
Alcohol Review Board	1/15/19	1/16/19		



Alcohol License Establishment Planning & Zoning Form

Business Name: Corner Market

Business Address: 3332 Colville Ave, Hapeville, GA 30354

Business Owner: Raju S. Dareda

Business Owner Address: 1340 Scenic View Terrace, Lawrenceville, GA 30044

Business Owner Phone Business Owner Email: cornermarket3332@gmail.com

Building Square Footage: Total floor area 3,000 square feet.

Square footage of Business Unit: not indicated in application; estimated at 3,000 square feet.

Will the establishment provide patio/outdoor dining? No

Number of Parking Spaces Provided: not provided; approximately 15 parking spaces available.

STAFF USE ONLY

Date: January 8, 2019

Zoning Classification: V, Village Sec. 93-11.2. Permitted uses: The following are permitted within the V Zone: Any use permitted in the D-D Zone. Food stores are a permitted use. The zoning code also lists grocery stores as a conditional use.

Are there variances approved for this property? None

Does the proposed use require a Conditional Use Permit? Yes. The zoning code allows for food stores per D-D zoning; however, it requires a conditional use permit for grocery stores. This is an existing business and has been in operation since before the zoning code was adopted in 2004; thus it is qualifies as a non-conforming use and does not require a conditional use permit for operation of a food store.

Number of parking spaces required by zoning: V zoning requires one parking spaces per 200 sf of enclosed commercial floor area. With an approximate floor area of 3,000 sf, 15 spaces are required.

Staff Recommendation: Approval

Additional Comments/Conditions of Approval: The location falls outside the restricted areas for churches, schools and school grounds, college campuses and alcohol treatment centers.



Zoning Compliance

Zoning Classification: V – Village. The business is a food store which is a permitted in the D-D (Downtown) district and also as a conditional use for a grocery/food store in the V (Village) zoning district. This is an existing business and qualifies as a non-conforming use that does not require a conditional use permit.

Alcoholic Beverage Ordinance Compliance

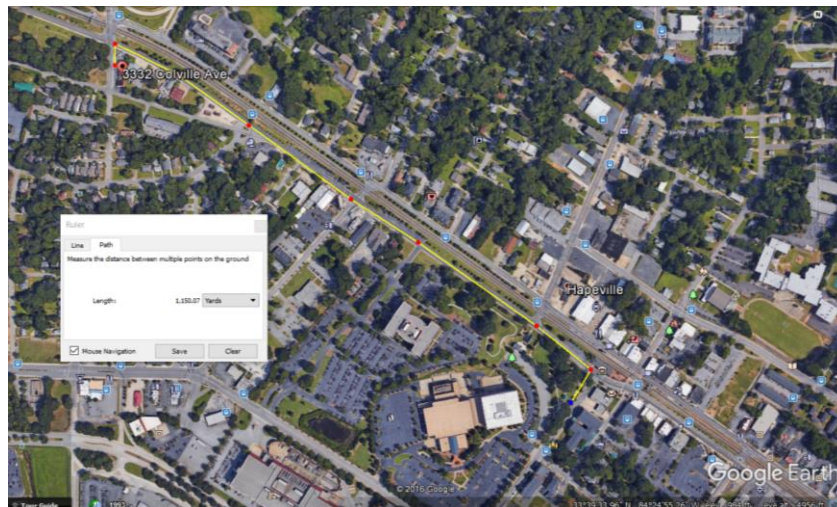
Sec. 5-3-4. – Standards for approval, denial, renewal, suspension or revocation.

- (1) The nature of the neighborhood immediately adjacent to the proposed location, that is, whether the same is predominantly residential, industrial or business.

The neighborhood immediately adjacent is a mix of commercial and residential uses – consistent with V district which seeks to accommodate retail and related commercial uses.

- (2) The proximity of churches, school buildings, school grounds, college campuses, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein.

The location from the nearest school/school grounds is farther than the required 100 yards from school building, school grounds or college campus and 100 yards from an alcohol treatment center. The measured distance between 3332 Colville and the nearest school Hapeville Charter Middle is approximately 1,150 yards and 1,150 yards to Hapeville UMC.





- (3) Whether the proposed location has adequate off-street parking facilities or other parking available for its patrons.

V zoning requires one parking space per 200 sf of commercial floor area. This would require 15 spaces which are available on site.

- (4) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom.

There is an existing food store at this location. There is no indication the location will increase traffic congestion or hazards in an inordinate manner.

Sec. 5-4-3. Prohibited locations, prohibited persons, incomplete application.

- (a) Prohibited locations. It shall be prohibited to obtain a license for on-premises consumption within the following areas of the city:
- (1) Within any residential zoning district or other prohibited district as set out in the zoning ordinance.
 - (2) Within a measured 100 yards of any alcoholic treatment center owned and operated by the state or any county or municipal government therein.
 - (3) Within a measured 100 yards of any school building, school ground, or college campus.

The V Zoning District allows residential uses, but is not considered a residential zoning classification.

Inspection No: IBV 19 - 004

Inspection Date: 1/14/2019

Inspection Time:

Inspector: Brian Eskew

Inspection Report



Inspection and Compliance Orders

Facility:	Corner Market	Address:	3332 Colville AVE		
Phone:	(404) 761-5375				
Fax:		City:	Hapeville		
Email:		State:	GA	Postal Code:	30354
Contact:	Raju Daredia	Work:			
Email:	cornermarket3332c@gmail.com	Cell:			

Inspection Type:	Inspection Business License
-------------------------	-----------------------------

Violation Code	Days to Correct *	Violation/Notes	Location
----------------	-------------------	-----------------	----------

Inspection Notes

Approved For Alcohol License

Owner/Representative:	Raju Daredia
Inspector:	

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.

* Number of days to correct from date inspected.

700 Doug Davis Drive
Hapeville, GA 30354



Ph: 404-669-2111
Fax 404-669-2140

Police, Code Enforcement, & Traffic Alcohol Establishment Inspection Report

Date: 01/04/2019

Business Name: True Brothers LLC (Corner Market)

Address: 3332 Colville Ave, Atlanta, GA 30354

Exterior Observations:

Condition of Signage: Satisfactory

Window Signage & Visibility: Satisfactory

Condition of Property: Satisfactory

Exterior Illumination: ☐ Low Level ☐ Moderate Level ☒ High Level

Employee ID Badges: ☒ In Compliance ☐ Non-Compliant ☐ N/A

Interior Observations:

Interior Illumination: ☐ Low Level ☒ Moderate Level ☐ High Level

☐ Unknown

Cameras: ☒ In Compliance ☐ Non-Compliant ☐ N/A

Broken Packages: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Traffic Considerations:

Private Property Accidents 0 Notes: _____

COMPLIANCE: To resolve this issue please N/A from premises within N/A days from receipt of this notice to be considered for an Alcohol License.

RIGHT TO APPEAL: Appeals are made thru the ARB, City of Hapeville Mayor and Council by contacting City Hall at 404-669-2100. Non-compliance may result in a Court Citation.

Additional Violations Noted: _____

History:

Law Enforcement: 26 calls Code Enforcement: 3 calls

Inspector's Signature

18-PC-12-41

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

Name of Applicant Rajesh A Patel

Mailing Address: 3434 Browns Mill Road

Telephone (404)564-1701 Mobile # [REDACTED] Email raj@apsilonhotels.com

Property Owner (s) Venus Virginia Ave LLC

Mailing Address 3434 Browns Mill Road

Telephone (404)564-1701 Mobile # [REDACTED]

Address/Location of Property: 917 925 Virginia Ave. Hapeville, GA 30354

Parcel I.D. # (INFORMATION MUST BE PROVIDED): 14-0127-0004-037-7 & 14-0127-0004-018-7

Present Zoning Classification: Mixed Use Size of Tract: 1.22 acre(s)

Present Land Use: Vacant

Please check the following as it applies to this application

☐ Site Plan Review

☐ Conditional Use Permit

☐ Temporary Use Permit

Other (Please State) Special Exception

I hereby make application to the City of Hapeville, Georgia for the above referenced property. I do hereby swear or affirm that the information provided here and above is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand that the City of Hapeville, Georgia, reserves the right to enforce any and all ordinances. I further understand that it is my/our responsibility to conform with all of City of Hapeville's Ordinances in full. I hereby acknowledge that all requirements of the City of Hapeville shall be adhered too. I can read and write the English language and/or this document has been read and explained to me and I have full and voluntarily completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville, Georgia pursuant to O.C.G.A. 16-10-20 and I may be prosecuted for a violation thereof.

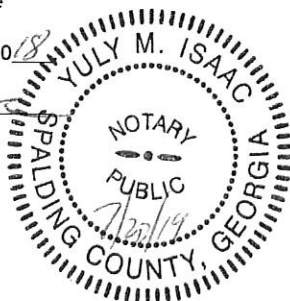
[Signature]
Applicant's signature

Date: 11/19/2018

Sworn to and subscribed before me

This 19 day of November, 2018

[Signature]
Notary Public



CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

WRITTEN SUMMARY

In detail, provide a summary of the proposed project in the space provided below. (Please type or print legibly.)

We would like to modified perviously approved drive thru for this site. See attached layout of updated drive thru.

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:

~~925~~ Virginia Ave. Hapeville, GA 30354

917

City of Hapeville, County of Fulton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION FOR PLANNING COMMISSION REVIEW.

Name of Applicant Rajesh A Patel

Address of Applicant
3434 Browns Mill Road Atlanta, GA 30354

Telephone of Applicant
[REDACTED]

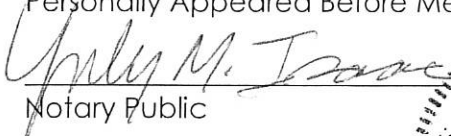


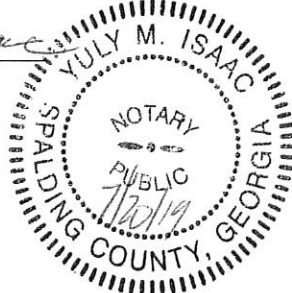
Signature of Owner



Print Name of Owner

Personally Appeared Before Me this 19 day of November, 2018.


Notary Public



Site Plan Checklist – Please include with your application.

A site plan is used to determine the practical ability to develop a particular property within the City of Hapeville. Information relating to environmental condition, zoning, development impact, consistency with the Hapeville Comprehensive Plan and relevant town master plans will be considered in the decision process. To be considered, a site plan **must** contain the following information:

(Please **initial** each item on the list above certifying the all required information has been included on the site plan)

RP A brief project report shall be provided to include an explanation of the character of the proposed development, verification of the applicant's ownership and/or contractual interest in the subject site, and the anticipated development schedule. Please complete and submit all forms contained within the application for site plan review.

RP Site plans shall be submitted indicating project name, applicant's name, adjoining streets, scale, north arrow and date drawn.

RP The locations, size (sf) and height (ft) of all existing and proposed structures on the site. Height should be assessed from the base of the foundation at grade to the peak of the tallest roofline.

RP Site plans shall include the footprint/outline of existing structures on adjoining properties. For detached single-family residential infill development, the front yard setback shall be assessed based on the average setback of existing structures on adjoining lots. Where practical, new construction shall not deviate more than ten (10) feet from the average front yard setback of the primary residential structure on an adjoining lot. Exemption from this requirement due to unnecessary hardship or great practical difficulty can be approved at the discretion of the Planning Commission. To be considered for an exemption, the applicant must submit a "Request for Relief" in writing with their site plan application, including the conditions that necessitate relief (i.e. floodplain, wetland encroachment, excessive slope, unusual lot configuration, legally nonconforming lot size, unconventional sitting of adjoining structures, etc).

RP

The location and general design cross-section characteristics of all driveways, curb cuts and sidewalks including connections to building entrances. A walkway from the primary entrance directly to the public sidewalk is required for all single-family residential development.

RP

The locations, area and number of proposed parking spaces. Please refer to Article 22.1 Chart of Dimensional Requirements to determine the correct number of parking spaces for your particular type of development.

RP

Existing and proposed grades at an interval of five (5) feet or less.

The location and general type of all existing trees over six (6) inch caliper and, in addition, an identification of those to be retained. Requirements for the tree protection plan are available in Code Section 93-2-14(f). Please refer to Sec. 93-2-14(y) to determine the required tree density for your lot(s).

A Landscape Plan: The location and approximate size of all proposed plant material to be used in landscaping, by type such as hardwood deciduous trees, evergreen trees, flowering trees and shrub masses, and types of ground cover (grass, ivies, etc.). Planting in parking areas should be included, as required in Section 93-23-18.

RP

The proposed general use and development of the site, including all recreational and open space areas, plazas and major landscape areas by function, and the general location and description of all proposed, outdoor furniture (seating, lighting, telephones, etc.). Detached single-family residential development may be exempt from this requirement.

RP

The location of all retaining walls, fences (including privacy fences around patios, etc.) and earth berms. Detached single-family residential development may be exempt from this requirement.

RP

The identification and location of all refuse collection facilities, including screening to be provided. Detached single-family residential development may be exempt from this requirement.

JB

Provisions for both on-site and offsite storm-water drainage and detention related to the proposed development.

JB

Location and size of all signs. Detached single-family residential development may be exempt from this requirement.

JB

Typical elevations of proposed building provided at a reasonable scale ($1/8" = 1'0"$) and include the identification of proposed exterior building materials. Exterior elevations should show all sides of a proposed building.

JB

Site area (square feet and acres).

JB

Allocation of site area by building coverage, parking, loading and driveways, and open space areas, including total open space, recreation areas, landscaped areas and others. Total dwelling units and floor area distributed generally by dwelling unit type (one-bedroom, two-bedroom, etc.) where applicable.

JB

Floor area in nonresidential use by category. Detached single-family residential development may be exempt from this requirement.

JB

Total floor area ratio and/or residential density distribution.

JB

Number of parking spaces and area of paved surface for parking and circulation

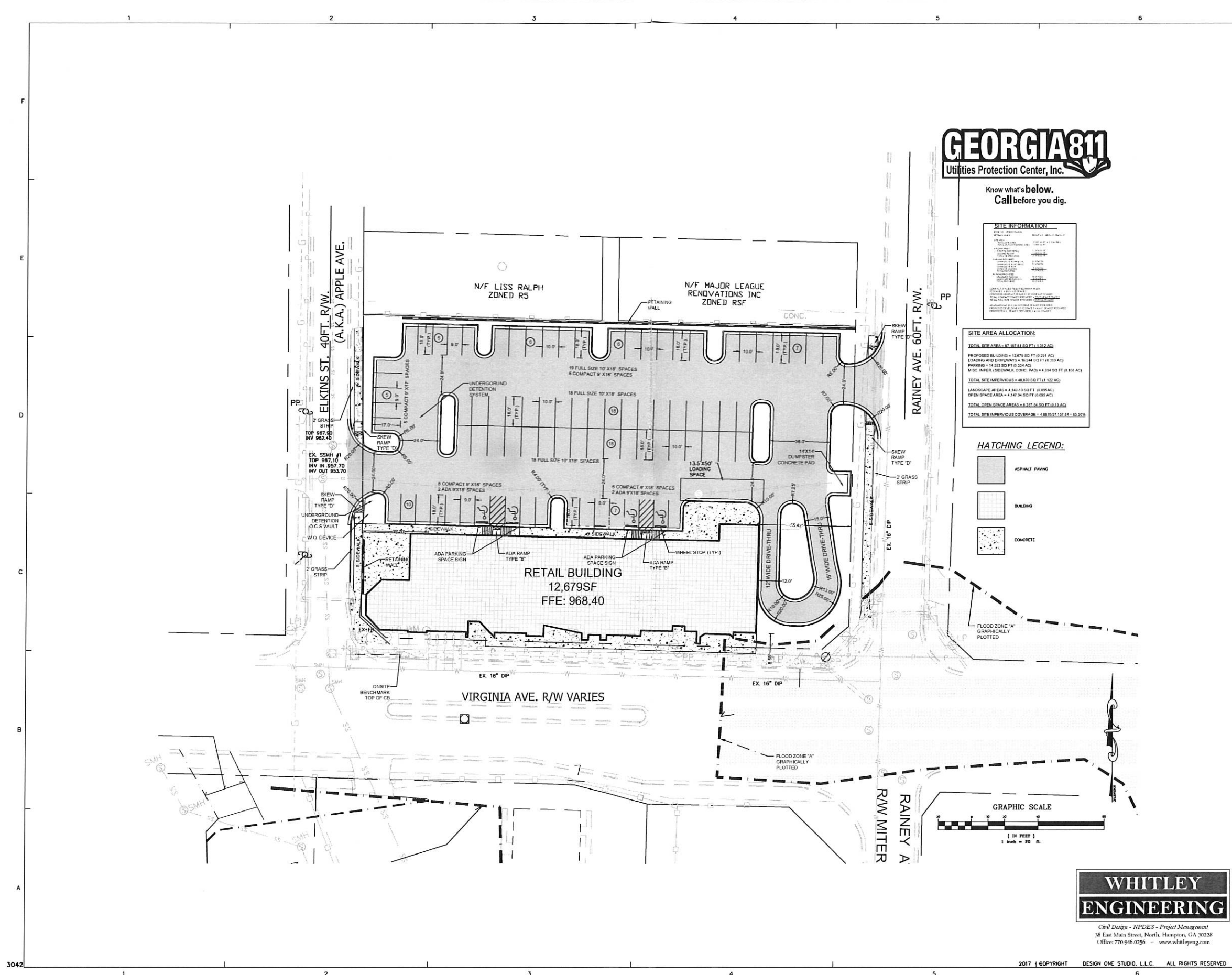
JB

At the discretion of the planning commission, analyses by qualified technical personnel or consultants may be required as to the market and financial feasibility, traffic impact, environmental impact, storm water and erosion control, etc. of the proposed development.

Please initial each item on the list above certifying the all required information has been included on the site plan, sign and submit this form with your site plan application. Failure to include this form and information required herein may result in additional delays for the consideration of your application.

Applicant Signature: JB

Date 11/19/2018



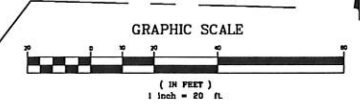
Know what's below.
Call before you dig.

SITE INFORMATION	
OWNER	FOR VENUS VIRGINIA AVE. LLC
PROJECT	VIRGINIA AVENUE RETAIL/OFFICE
LOCATION	HAPEVILLE, GEORGIA
DATE	06/02/2017
SCALE	AS SHOWN
DESIGNED BY	WHITLEY ENGINEERING
CHECKED BY	DESIGN ONE STUDIO
APPROVED BY	
DATE	06/02/2017

SITE AREA ALLOCATION	
TOTAL SITE AREA	= 57,197.84 SQ FT (1.312 AC)
PROPOSED BUILDING	= 12,679.93 SQ FT (0.291 AC)
LOADING AND DRIVEWAYS	= 16,344.50 SQ FT (0.375 AC)
PARKING	= 14,553.50 SQ FT (0.334 AC)
MISC. IMPER. (SIDEWALK, CONC. PAD)	= 4,624.91 SQ FT (0.106 AC)
TOTAL SITE IMPERVIOUS	= 48,870.84 SQ FT (1.122 AC)
LANDSCAPE AREAS	= 4,140.80 SQ FT (0.095 AC)
OPEN SPACE AREA	= 4,147.04 SQ FT (0.095 AC)
TOTAL OPEN SPACE AREAS	= 8,287.84 SQ FT (0.19 AC)
TOTAL SITE IMPERVIOUS COVERAGE	= 48,870.84 / 57,197.84 = 85.50%

HATCHING LEGEND:

- ASPHALT PAVING
- BUILDING
- CONCRETE



Civil Design - NPDES - Project Management
38 East Main Street, North Hampton, GA 30228
Office: 770.946.0256 www.whitleyeng.com

VIRGINIA AVENUE RETAIL/OFFICE
FOR VENUS VIRGINIA AVE. LLC
HAPEVILLE, GEORGIA

DESIGNONE
STUDIO
338 ROSWELL STREET SUITE 1250
MARIETTA, GEORGIA 30060
p: 404.266.9604
www.designone-studio.com

ISSUE	
1ST SUBMITTAL	06/02/2017
RESUBMITTAL	10/09/2017
RESUBMITTAL	11/09/2017

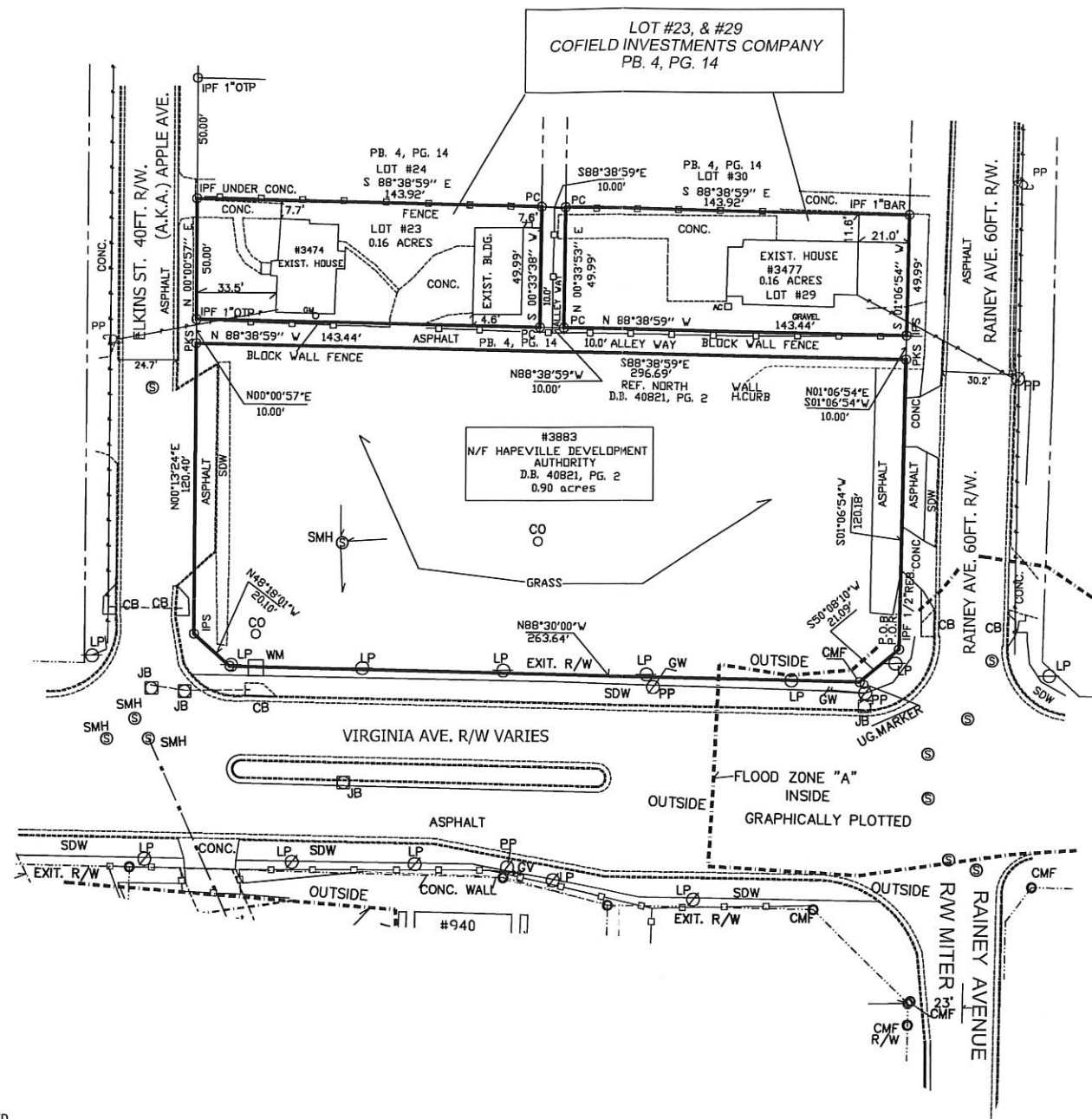
SHEET TITLE	
DATE	06/02/2017

4
SHEET
1706.00
PROJECT NUMBER

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 21,276 FEET, AND AN ANGULAR ERROR OF 5" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 81,768 FEET.

EQUIPMENT USED GTS 220



LEGENDS OF SYMBOLS

P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
GM	GAS MARKER/GAS METER
OITP	OPEN TOP PIPE
OIPF	IRON PIN FOUND
OIPS	IRON PIN SET 1/2" REBAR W/ CAP
C/G	CURB AND GUTTER
P/L	PROPERTY LINE
R/W	RIGHT-OF-WAY
L.L.L.	LAND LOT LINE
CMF	CONCRETE MONUMENT FOUND
POL	POINT ON LINE
B.O.C.	BACK OF CURB
FNC	FENCE CORNER
EP	EDGE OF PAVEMENT
PC	PROPERTY CORNER
LP	LIGHT POLE
PP	POWER POLE
GW	GUY WIRE
JB	EXISTING JUNCTION BOX
WV	EXISTING WATER VALVE
FW	EXISTING FIRE HYDRANT
T.B.M.	TEMPORARY BENCH MARK
B.F.E.	BASE FLOOD ELEVATION
M.F.E.	MINIMUM FLOOR ELEVATION
HW	HEADWALL
SWCB	SINGLE WALL CATCH BASIN
DWCB	DOUBLE WALL CATCH BASIN
OS	OUTLET STRUCTURE (RISER)
DI	DROP INLET
WM	WATER METER
W	WATERLINE
SS	SANITARY SEWER LINE
OMP	OVERHEAD POWERLINE
UFO	UNDERGROUND FIBER OPTICS
G	GASLINE
LS	LANDSCAPING
PKS (F)	PK NAIL SET (FOUND)
EX-MH	EXISTING SANITARY SEWER MANHOLE
SMH	SANITARY SEWER MANHOLE
S.S.E.	SANITARY EASEMENT
C/O	CLEAN-OUT
FDC	FIRE DEPARTMENT CONNECTOR
C.L.F.	CHAIN LINK FENCE
D.E.	DRAINAGE EASEMENT
R.R.E.	RAIL ROAD EASEMENT
H	HEIGHT
UE	UNDERGROUND ELECTRIC
AC	AIRCONDITION UNITS

GENERAL NOTES

- TOGETHER WITH ALL EASEMENTS RECORDED OR UNRECORDED.
- LAST DATE OF FIELD SURVEY 08/26/16
- ALL LINEAR DISTANCES SHOWN ON PLAT SHALL BE HORIZONTAL.
- INFORMATION REGARDING THE PRESENCE, SIZE, AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THE INFORMATION IS BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE SITE PLANS, AND PAINT PLACED BY UNDERGROUND SERVICES.
- "NO CERTIFICATION IS MADE AS TO THE ACCURACY"
- ALL BEARINGS AND DISTANCES WERE MEASURED AND USED.

FLOOD NOTES

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY FEMA, IT IS MY OPINION THAT THE PROPERTY SHOWN IS PARTIALLY INSIDE THE 100-YEAR FLOOD HAZARD AREA.

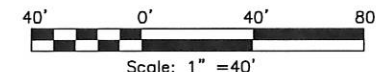
PANEL# 13121C0366F DATED 09/18/2013

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



11/30/16

A'NGEL M. MARRERO R.L.S. #2642
Certified Design Professional # 4479



REV.	DESCRIPTION	DATE
	SOUTHSIDE SURVEYING & PLANNING LSF000831	#18 ATLANTA ST. MCDONOUGH, GA 30253 Phone: (770) 320-8098 Fax: (770) 320-8098
	BOUNDARY SURVEY FOR: VENUS VIRGINIA AVE., LLC.	CITY OF HAPEVILLE FULTON County, GA
	Land Lot 127 14TH Dist.	
	Drawn By: AMM	Scale: 1"=40'
	Dwg No: 2-1607100A	Date: 08/29/2016

** PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" MEANS TO DECLARE A PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.



PLANNER'S REPORT

TO: Adrienne Senter
FROM: Lynn Patterson
RE: Special Exception Request for 917 Virginia Ave
DATE: December 7, 2018

BACKGROUND

Raj Patel, applicant and developer, has submitted a revised plan for the 22,000 sf mixed-use commercial/retail building. The building will be two stories with 13,000 sf of retail on the first floor and 9,000 sf of office space on the second floor. The site plan calls for a side drive-through window to accommodate a national food chain as part of the overall project. The property is accessed from Virginia Ave, Rainey Avenue, and Elkins Street with curb cuts only on Rainey Avenue and Elkins Avenue. Eighty-two parking spaces are provided. The property is zoned U-V, Urban Village and is subject to the Commercial Mixed Use Area requirements of the Architectural Design Standards.

The proposed project will front Virginia Avenue with a 5' setback adjacent to an existing sidewalk. The purpose of this design is to create infill along Virginia Avenue that is pedestrian friendly and creates a visual cue of desired retail and commercial activity. Parking is located to the rear of the building.

Though staff worked with Mr. Patel and his design team to re-orient the drive-through window to the rear and allow for stacking within the site and not onto Rainey, the national tenant has indicated that the queueing is not sufficient and has requested an alternate drive-through location (side). The City recently adopted a zoning text amendment regarding restaurants and drive-throughs. For the U-V zoning district,

(9) Restaurants or carryout restaurants but not including drive-through/drive-in restaurants with a maximum size of 6,000 square feet. Such restaurants shall be allowed to operate no more than six billiard tables upon the premises. Drive-through or drive-in restaurants may be allowed through special permit. The desired configuration for a drive-through or drive-in restaurant in this district is not a stand-alone building but rather part of a larger development and the site plan specifically addresses pedestrian orientation and safety.

The proposed re-location of the proposed drive-through is to the side. The drive-through is located 50'+ from both Rainey and Virginia Avenue. No pedestrians would cross the drive-through lanes and would not conflict with pedestrian accessibility nor create an environment not reminiscent of fast food row. The applicant is proposing additional landscaping to screen the queueing lanes and drive-through.

Through the Special Exceptions section of the Code of Ordinances, Mayor & Council can grant location of drive through windows with a recommendation from the Planning Commission.

CODE

Sec. 93-24-10. - Special exceptions.

- (a) Special exceptions and special property use permits shall be decided by the mayor and council.
- (b) The planning commission shall review and make nonbinding recommendations to the mayor and council on special exceptions and special property use permits.
- (c) Special exceptions may be sought for:
 - (3) Location and number of drive-throughs.

When acting upon an application for a special exception, in addition to the requirements listed under the above references, the planning commission and the mayor and council shall give consideration to the following factors where applicable:

- (1) The proposed design and location of the particular development;
 - (2) The possible traffic generating characteristics of the proposed development;
 - (3) The effects the proposed development will have on the present or intended character of the area in which it proposes to locate;
 - (4) The availability of public utilities, facilities and services; and
 - (5) The character, and effect of the parking demands of the proposed development.
- (e) After considering the above-listed factors and after reviewing the planning commission recommendation, the mayor and council shall take any actions or establish any reasonable conditions of approval, such as planted buffers, as will accomplish the intent and purpose of this chapter.

RECOMMENDATION

Given the location and character of the proposed development as a project encompassing more than the single restaurant (see definition above) and the previous special exceptions granted by the Mayor & Council, staff recommends the modification of the previously approved special exception to locate the drive-through to the side of the building. This will enable the applicant to secure a national brand and service the community while maintaining the intent of the U-V zoning.



TS

Location Map 917 Virginia Avenue



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 - (3) The effects the proposed development will have on the present or intended character of the area in which it proposes to locate;
 - (4) The availability of public utilities, facilities and services; and
 - (5) The character, and effect of the parking demands of the proposed development.
- (e) After considering the above-listed factors and after reviewing the planning commission recommendation, the mayor and council shall take any actions or establish any reasonable conditions of approval, such as planted buffers, as will accomplish the intent and purpose of this chapter.

RECOMMENDATION

Given the location and character of the proposed development as a project encompassing more than the single restaurant (see definition above) and the previous special exceptions granted by the Mayor & Council, staff recommends the modification of the previously approved special exception to locate the drive-through to the side of the building. This will enable the applicant to secure a national brand and service the community while maintaining the intent of the U-V zoning.



TS

Location Map 917 Virginia Avenue



Planning Commission Meeting

**700 Doug Davis Drive
Hapeville, Georgia 30354**

December 11, 2018 6:00PM

MINUTES

1. Welcome and Introduction

Chairman Brian Wismer called the meeting to order at 6:30 p.m. in the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. Members in attendance included Vice Chairman Jeanne Rast, Lucy Dolan and Larry Martin. City Planner Lynn Patterson and Secretary Adrienne Senter were also present.

Commissioners Mark Farah, Kaity Ferrero and Charlotte Rentz were unable to attend the meeting.

2. Minutes of November 13, 2018

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to approve the minutes of November 13, 2018 as submitted. Motion Carried: 3-0.

3. Old Business – None.

4. New Business

a. 903 Margaret Street

Site Plan Review

Shannon Short requested site plan approval to construct a 2,475-sf two-story, 4-bedroom, 3.5-bathroom, single-family home with a detached garage at 903 Margaret Street, Parcel Identification Number 14 012700020510. The property is zoned R-SF, Residential Single Family and is .12 acres. The site plan meets the setbacks per the approved final plat.

- Public Comment – None.

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to approve the site plan at 903 Margaret Street provided the Design Review Committee review the proposed 20' driveway width. Motion Carried: 3-0.

b. 3303 Sims Street

Site Plan Review

Joseph Wilch of Adonai Custom Estates, LLC requested site plan approval to construct a 935-sf 2nd floor addition at 3303 Sims Street, Parcel Identification Number 14 009800100309. The property is zoned R-1, One Family Detached and is 0.2033 acres.

The applicant proposed to renovate and add on to a single-family dwelling. The renovated house will have three bedrooms and two bathrooms.



The applicant proposes to create a shared driveway easement when adjacent property (owned by applicant) is developed.

The applicant must address the following deficiencies:

1. Front and rear setbacks must be shown.
2. The northeast setback is listed at 3.80' which does not meet the minimum 5' setback and will require a variance by the Board of Appeals.
3. The plan does not show a driveway and will require a variance by the Board of Appeals.
4. Applicant must provide landscape plan and detail of tree to remain.

- Public Comment – None.

MOTION ITEM: Jeanne Rast made a motion, Lucy Dolan seconded to approve the site plan at 3303 Sims Street provided the applicant address the deficiencies outlined in the planner's report and recommend the Board of Appeals grant the requested setback and driveway variances. Motion Carried: 3-0.

c. 3202 Hope Street (105 Lilly Street)

Subdivision Plat Review

Jimmy L. Joyner on behalf of William N. Garcia requested subdivision plat approval for the property located at 3202 Hope Street, Parcel Identification Number 14 009900040421. The property is zoned R-1, One Family Detached and is 0.4132 acres.

The applicant proposed to subdivide an existing lot located at 3202 Hope Street into two tracts of land. The property contains an existing one-story home. As proposed, Lot 1 will be 10,034-sf and Lot 2 will be 7,799-sf.

- Public Comment – None.

MOTION ITEM: Lucy Dolan made a motion, Jeanne Rast seconded to approve the final plat for 3202 Hope Street (105 Lilly Street) provided that the applicant address the deficiencies listed in the Planner and City Engineer's reports and granting of a variance to eliminate for the required concrete monuments based upon the size of the lot. Motion Carried: 3-0.

d. 917 Virginia Avenue

Special Use Permit Request

Rajesh A. Patel requested to modify a previously approved special use permit for the location of a drive-through at 917 Virginia Avenue, Parcel Identification number 14 012700040377. The property is zoned U-V, Urban Village and is approximately 0.88 acres.

The proposed relocation of the drive-through is to the side. The drive-through is located 50'+ from both Rainey and Virginia Avenue. Pedestrians would not cross the drive-through lanes and there is no conflict with pedestrian accessibility, nor does it create an



environment reminiscent of fast food row. The applicant is proposing additional landscaping to screen the queueing lanes and drive-through.

The proposed reconfiguration will increase the car stacking to 4-5 cars. The development timeline of completion is September 2019.

- Public Comment
Daniel Ray, 3468 Rainey Avenue, opposed the modification

MOTION ITEM: Larry Martin made a motion, Jeanne Rast seconded to recommend the Mayor and Council approve the proposed drive-through modification and grant the special use permit request to allow a drive-through at 917 Virginia Avenue based upon the plan was previously approved, the landscaping will provide visual screening and the additional linear feet will eliminate any traffic concerns. Motion Carried: 2-1; Lucy Dolan opposed.

e. 1031 Virginia Avenue

Conditional Use Permit

Robert Lafayette authorized representative of The Hertz Corporation requested approval of a conditional use permit to operate a car rental facility at 1031 Virginia Avenue. The property is zoned C-2, General Commercial and is 10.03 acres.

Hertz's use of the property is limited to the use of counter space inside the hotel and 10 parking spaces for the purpose of car rental to hotel guests and the public.

- Public Comment – None.

MOTION ITEM: Lucy Dolan made a motion, Jeanne Rast seconded to recommend the Mayor and Council grant the conditional use permit to Hertz Corporation to operate a car rental facility at 1031 Virginia Avenue. Motion Carried: 3-0.

f. Official Zoning Map

Text Amendment

Consideration of an Ordinance to amend Chapter 93, Zoning, of the Code of Ordinances for the City of Hapeville, Georgia regarding the Zoning Map.

- Public Comment – None.

MOTION ITEM: Jeanne Rast made a motion, Lucy Dolan seconded to table the official zoning map text amendment until the January 15, 2019 meeting. Motion Carried: 3-0.

g. 2019 Planning Commission Meeting Schedule

Consideration and action to approve the 2019 Planning Commission meeting schedule.

- Public Comment – None.



MOTION ITEM: Lucy Dolan made a motion, Larry Martin seconded to approve the 2019 Planning Commission meeting scheduled as submitted. Motion Carried: 3-0.

5. Open Discussion –

Discussion of zoning text amendments will take place at the January 15, 2019 meeting.

6. Next Meeting Date – January 15, 2019 at 6:00PM

7. Adjourn

MOTION ITEM: Lucy Dolan made a motion, Jeanne Rast seconded to adjourn the meeting at 7:57 p.m. Motion Carried: 3-0.

Respectfully submitted by,

Chairman, Brian Wismer

Secretary, Adrienne Senter

18-PC-12-39

**CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION**

Name of Applicant The Hertz Corporation

Mailing Address: 8501 Williams Road, Estero, FL 33929

Telephone 239-301-7000 Mobile # _____ Email _____

Property Owner (s) Hapeville Hotel Limited Partnership

Mailing Address 1031 Virginia Ave, Hapeville, GA 30354

Telephone _____ Mobile # _____

Address/Location of Property: 1031 Virginia Ave, Hapeville, GA 30354

Parcel I.D. # **(INFORMATION MUST BE PROVIDED):** 140127LL0828

Present Zoning Classification: C-2 Size of Tract: 10.03 acre(s)

Present Land Use: Luxury Hotel

Please check the following as it applies to this application

☐ Site Plan Review

☒ Conditional Use Permit

☐ Temporary Use Permit

Other (Please State) _____

I hereby make application to the City of Hapeville, Georgia for the above referenced property. I do hereby swear or affirm that the information provided here and above is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand that the City of Hapeville, Georgia, reserves the right to enforce any and all ordinances. I further understand that it is my/our responsibility to conform with all of City of Hapeville's Ordinances in full. I hereby acknowledge that all requirements of the City of Hapeville shall be adhered too. I can read and write the English language and/or this document has been read and explained to me and I have full and voluntarily completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville, Georgia pursuant to O.C.G.A. 16-10-20 and I may be prosecuted for a violation thereof.

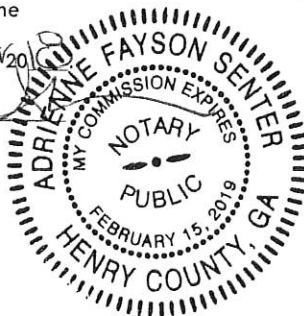
[Signature]
Applicant's signature

Date: 11/19/18

Sworn to and subscribed before me

This 19th day of November, 2018

[Signature]
Notary Public



CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

WRITTEN SUMMARY

In detail, provide a summary of the proposed project in the space provided below. (Please type or print legibly.)

The Hertz corporation is seeking permission from the City of Hapeville to operate a rental car concession stand out of the Atlanta Airport Hilton, which is located at 1031 Virginia Ave, Hapeville, GA. The subject property is currently zoned as C-2, and the proposed use is not permitted as a right. Accordingly, in compliance with the city's code of ordinance, Section 93.3.2-1, Hertz seeks a conditional use permit to operate from the property. Hertz's use of the property is governed by the agreement entered into with the Owner. Pursuant to that agreement, Hertz shall offer rental car service, without chauffeurs, for the convenience of the hotel guests and others desiring such service. Hertz's use of the property is limited to counter space and ten (10) parking spaces. The aforementioned parking spaces shall be limited to the hotel's overflow parking lot. In addition, please note that there shall be no body work or maintenance performed on-site. As such, because of Hertz's minimal use and presence on the property, the grant of the proposed use will have little to no impact on the health, safety, morals or general welfare of the city. In fact, by granting the proposed use, Hertz will be able to assist the community's vision to better serve residents, visitors, and others seeking quality car rental services.

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:

1031 Virginia Ave

Hapeville, GA 30354

City of Hapeville, County of Fulton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION FOR PLANNING COMMISSION REVIEW.

Name of Applicant The Hertz Corporation

Address of Applicant
8501 Williams Road, Estero, FL 33928

Telephone of Applicant
239-301-7000

Hapeville Hotel Limited Partnership

By: HLT GP LLC, its general partner


Signature of Owner

ROBERT TANGENBAUM
VICE PRESIDENT Print Name of Owner

Personally Appeared Before Me this 19th day of November, 2018.


Notary Public



Site Plan Checklist – Please include with your application.

A site plan is used to determine the practical ability to develop a particular property within the City of Hapeville. Information relating to environmental condition, zoning, development impact, consistency with the Hapeville Comprehensive Plan and relevant town master plans will be considered in the decision process. To be considered, a site plan **must** contain the following information:

(Please **initial** each item on the list above certifying the all required information has been included on the site plan)

Ad A brief project report shall be provided to include an explanation of the character of the proposed development, verification of the applicant's ownership and/or contractual interest in the subject site, and the anticipated development schedule. Please complete and submit all forms contained within the application for site plan review.

Ad Site plans shall be submitted indicating project name, applicant's name, adjoining streets, scale, north arrow and date drawn.

H/A The locations, size (sf) and height (ft) of all existing and proposed structures on the site. Height should be assessed from the base of the foundation at grade to the peak of the tallest roofline.

Ad Site plans shall include the footprint/outline of existing structures on adjoining properties. For detached single-family residential infill development, the front yard setback shall be assessed based on the average setback of existing structures on adjoining lots. Where practical, new construction shall not deviate more than ten (10) feet from the average front yard setback of the primary residential structure on an adjoining lot. Exemption from this requirement due to unnecessary hardship or great practical difficulty can be approved at the discretion of the Planning Commission. To be considered for an exemption, the applicant must submit a "Request for Relief" in writing with their site plan application, including the conditions that necessitate relief (i.e. floodplain, wetland encroachment, excessive slope, unusual lot configuration, legally nonconforming lot size, unconventional sitting of adjoining structures, etc).

N/A

The location and general design cross-section characteristics of all driveways, curb cuts and sidewalks including connections to building entrances. A walkway from the primary entrance directly to the public sidewalk is required for all single-family residential development.

N/A

The locations, area and number of proposed parking spaces. Please refer to Article 22.1 Chart of Dimensional Requirements to determine the correct number of parking spaces for your particular type of development.

N/A

Existing and proposed grades at an interval of five (5) feet or less.

N/A

The location and general type of all existing trees over six (6) inch caliper and, in addition, an identification of those to be retained. Requirements for the tree protection plan are available in Code Section 93-2-14(f). Please refer to Sec. 93-2-14(y) to determine the required tree density for your lot(s).

N/A

A Landscape Plan: The location and approximate size of all proposed plant material to be used in landscaping, by type such as hardwood deciduous trees, evergreen trees, flowering trees and shrub masses, and types of ground cover (grass, ivies, etc.). Planting in parking areas should be included, as required in Section 93-23-18.

N/A

The proposed general use and development of the site, including all recreational and open space areas, plazas and major landscape areas by function, and the general location and description of all proposed, outdoor furniture (seating, lighting, telephones, etc.). Detached single-family residential development may be exempt from this requirement.

N/A

The location of all retaining walls, fences (including privacy fences around patios, etc.) and earth berms. Detached single-family residential development may be exempt from this requirement.

N/A

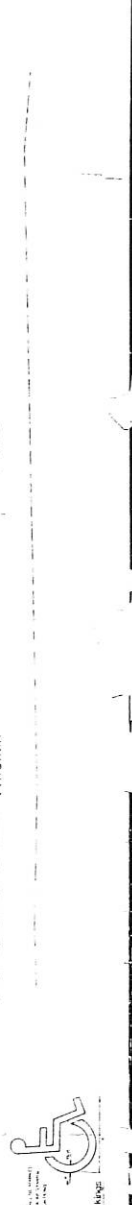
The identification and location of all refuse collection facilities, including screening to be provided. Detached single-family residential development may be exempt from this requirement.

- N/A Provisions for both on-site and offsite storm-water drainage and detention related to the proposed development.
- N/A Location and size of all signs. Detached single-family residential development may be exempt from this requirement.
- N/A Typical elevations of proposed building provided at a reasonable scale (1/8" = 1'0") and include the identification of proposed exterior building materials. Exterior elevations should show all sides of a proposed building.
- AK Site area (square feet and acres).
- N/A Allocation of site area by building coverage, parking, loading and driveways, and open space areas, including total open space, recreation areas, landscaped areas and others. Total dwelling units and floor area distributed generally by dwelling unit type (one-bedroom, two-bedroom, etc.) where applicable.
- N/A Floor area in nonresidential use by category. Detached single-family residential development may be exempt from this requirement.
- AK Total floor area ratio and/or residential density distribution.
- AK Number of parking spaces and area of paved surface for parking and circulation
- AK At the discretion of the planning commission, analyses by qualified technical personnel or consultants may be required as to the market and financial feasibility, traffic impact, environmental impact, storm water and erosion control, etc. of the proposed development.

Please initial each item on the list above certifying the all required information has been included on the site plan, sign and submit this form with your site plan application. Failure to include this form and information required herein may result in additional delays for the consideration of your application.

Applicant Signature: 

Date 11/19/18



Typical Parking Lot Markings



PLANNER'S REPORT

Date: December 5, 2018

To: Adrienne Senter

From: Lynn M. Patterson

RE: **Conditional Use Permit for The Hertz Corporation, 1031 Virginia Avenue**

BACKGROUND

The City of Hapeville received a request for a conditional use permit from The Hertz Corporation to operate a rental car business located within the Atlanta Airport Hilton at 1031 Virginia Avenue. Hertz's use of the property is limited to the use of counter space inside the hotel and 10 parking spaces for the purpose of car rental to hotel guests and the public.

The property is zoned C-2, General Commercial.

CODE

Sec. 93-3.2-5. - Special use permit procedures.

Mayor and council may in considering a special use permit following a public hearing impose reasonable conditions deemed necessary to the protection or benefit of owners of adjacent and nearby properties to ensure compatibility of the proposed development or use with surrounding uses. The decision of mayor and council concerning consideration of a special use shall be given to the applicant in writing, by certified U.S. mail to the address indicated in the application. Aggrieved applicants shall have 30 calendar days from the date of receipt of the notice in which to petition the superior court of Fulton County for writ of certiorari.

Sec. 93-3.2-6. - Special use permit criteria and standards.

(a) *Special use permit criteria.* Special uses are compatible uses of land or the improvement of structures within a zoning district that reasonably require special consideration and therefore, are not allowed "by right." The following standards shall be considered in evaluating the appropriateness of all proposed special uses of property:

- (1) Impact on the use or development of adjacent properties, or the surrounding area, as concerns public health, safety or general welfare;

This area is commercial and the use is located within a hotel – a use that accommodates visitors. Ten parking spaces for rental cars can be accommodated on-site with the parking available to hotel.

- (2) Capacity of the lot to accommodate the use and satisfy the dimensional requirements of the ordinance;

Ten parking spaces for rental cars can be accommodated on-site with the parking available to hotel.

- (3) Compatibility with adjacent properties and other land uses in the vicinity;

The adjacent properties are all commercial and most visitors to the community.

(4) Potential nuisance or hazardous characteristics, specifically as concerns the number of individuals projected to use such facility or nature of the activity;

As this area is designated for visitors to the community, the proposed use is consistent with these other uses. The impact is relatively minor as the space is a counter within the hotel and only 10 parking spaces are required.

(5) Impact on traffic movement, availability of off-street parking, options for buffering or protective screening, hours and manner of operation, lighting, signs and access to the property; *The use is housed (office and parking) within the hotel and all impacts are absorbed within that property.*

(6) Conformance of the special use to other requirements of the ordinance.

See below

The following additional standards are to be applied to applications for airport parking facilities, car rental agencies and commercial parking lots:

c) Car rental *agency standards.*

(1) Car rental agencies may only be established on properties zoned C-2.

The property is C-2.

(2) Only minor mechanical repairs shall be conducted on-site; no body work shall be performed in association with a car rental agency.

This requirement is met.

(3) Perimeter landscaped areas abutting a public right of way shall be the lesser of ten percent of the linear feet of road frontage or 30 horizontal feet. Perimeter landscaping along the common boundary of any residential use shall have a minimum horizontal dimension of 30 feet. All perimeter landscaping shall conform to the landscaping requirements of the ordinance and evergreen tree and shrub species shall comprise one-half or more of the planting requirement. *As the use is co-located within the hotel property and there is no surrounding residential, this can be accommodated.*

RECOMMENDATION

The proposed use of the property for rental car services as described in the application is consistent with the requirements of the special permits concerning car rental agencies. The application is compliant with regard to zoning criteria. The application is recommended for approval.



PLANNER'S REPORT

Date: December 5, 2018

To: Adrienne Senter

From: Lynn M. Patterson

RE: **Conditional Use Permit for The Hertz Corporation, 1031 Virginia Avenue**

BACKGROUND

The City of Hapeville received a request for a conditional use permit from The Hertz Corporation to operate a rental car business located within the Atlanta Airport Hilton at 1031 Virginia Avenue. Hertz's use of the property is limited to the use of counter space inside the hotel and 10 parking spaces for the purpose of car rental to hotel guests and the public.

The property is zoned C-2, General Commercial.

CODE

Sec. 93-3.2-5. - Special use permit procedures.

Mayor and council may in considering a special use permit following a public hearing impose reasonable conditions deemed necessary to the protection or benefit of owners of adjacent and nearby properties to ensure compatibility of the proposed development or use with surrounding uses. The decision of mayor and council concerning consideration of a special use shall be given to the applicant in writing, by certified U.S. mail to the address indicated in the application. Aggrieved applicants shall have 30 calendar days from the date of receipt of the notice in which to petition the superior court of Fulton County for writ of certiorari.

Sec. 93-3.2-6. - Special use permit criteria and standards.

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- (1) Impact on the use or development of adjacent properties, or the surrounding area, as concerns public health, safety or general welfare;

This area is commercial and the use is located within a hotel – a use that accommodates visitors. Ten parking spaces for rental cars can be accommodated on-site with the parking available to hotel.

- (2) Capacity of the lot to accommodate the use and satisfy the dimensional requirements of the ordinance;

Ten parking spaces for rental cars can be accommodated on-site with the parking available to hotel.

- (3) Compatibility with adjacent properties and other land uses in the vicinity;

The adjacent properties are all commercial and most visitors to the community.

(4) Potential nuisance or hazardous characteristics, specifically as concerns the number of individuals projected to use such facility or nature of the activity;

As this area is designated for visitors to the community, the proposed use is consistent with these other uses. The impact is relatively minor as the space is a counter within the hotel and only 10 parking spaces are required.

(5) Impact on traffic movement, availability of off-street parking, options for buffering or protective screening, hours and manner of operation, lighting, signs and access to the property; *The use is housed (office and parking) within the hotel and all impacts are absorbed within that property.*

(6) Conformance of the special use to other requirements of the ordinance.

See below

The following additional standards are to be applied to applications for airport parking facilities, car rental agencies and commercial parking lots:

c) Car rental *agency standards*.

(1) Car rental agencies may only be established on properties zoned C-2.

The property is C-2.

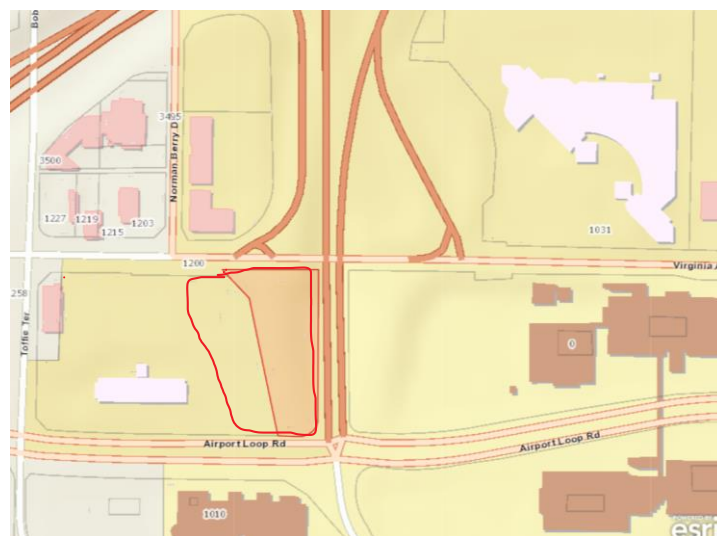
(2) Only minor mechanical repairs shall be conducted on-site; no body work shall be performed in association with a car rental agency.

This requirement is met.

(3) Perimeter landscaped areas abutting a public right of way shall be the lesser of ten percent of the linear feet of road frontage or 30 horizontal feet. Perimeter landscaping along the common boundary of any residential use shall have a minimum horizontal dimension of 30 feet. All perimeter landscaping shall conform to the landscaping requirements of the ordinance and evergreen tree and shrub species shall comprise one-half or more of the planting requirement. *As the use is co-located within the hotel property and there is no surrounding residential, this can be accommodated.*

RECOMMENDATION

The proposed use of the property for rental car services as described in the application is consistent with the requirements of the special permits concerning car rental agencies. The application is compliant with regard to zoning criteria. The application is recommended for approval.



Proposed Location



Planning Commission Meeting

700 Doug Davis Drive

Hapeville, Georgia 30354

December 11, 2018 6:00PM

SUMMARY MINUTES

1. Welcome and Introduction

Roll Call:

Brian Wismer, Chairman

Jeanne Rast, Vice Chairman

Lucy Dolan

Mark Farah – Absent

Kaity Ferrero - Absent

Larry Martin

Charlotte Rentz – Absent

2. Minutes of November 13, 2018

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to approve the minutes of November 13, 2018 as submitted. Motion Carried: 3-0.

3. Old Business – None.

4. New Business

a. 903 Margaret Street

Site Plan Review

Shannon Short requested site plan approval to construct a 2,475-sf two-story, 4-bedroom, 3.5-bathroom, single-family home with a detached garage at 903 Margaret Street, Parcel Identification Number 14 012700020510. The property is zoned R-SF, Residential Single Family and is .12 acres. **APPROVED WITH CONDITIONS**

- Public Comment – None.

b. 3303 Sims Street

Site Plan Review

Joseph Wilch of Adonai Custom Estates, LLC requested site plan approval to construct a 935-sf 2nd floor addition at 3303 Sims Street, Parcel Identification Number 14 009800100309. The property is zoned R-1, One Family Detached and is 0.2033 acres. **APPROVED WITH CONDITIONS**

- Public Comment – None.



c. 3202 Hope Street (105 Lilly Street)

Subdivision Plat Review

Jimmy L. Joyner on behalf of William N. Garcia requested subdivision plat approval for the property located at 3202 Hope Street, Parcel Identification Number 14 009900040421. The property is zoned R-1, One Family Detached and is 0.4132 acres.
APPROVED WITH CONDITIONS

- Public Comment – None.

d. 917 Virginia Avenue

Special Use Permit Request

Rajesh A. Patel requested to modify a previously approved special use permit for the location of a drive-through at 917 Virginia Avenue, Parcel Identification number 14 012700040377. The property is zoned U-V, Urban Village and is approximately 0.88 acres.

The proposed re-location of the proposed drive-through is to the side. The drive-through is located 50'+ from both Rainey and Virginia Avenue. No pedestrians would cross the drive-through lanes and would not conflict with pedestrian accessibility nor create an environment not reminiscent of fast food row. The applicant is proposing additional landscaping to screen the queueing lanes and drive-through.

The proposed reconfiguration will increase the car stacking to 4-5 cars. The development timeline of completion is September 2019.

- Public Comment
Daniel Ray, 3468 Rainey Avenue, opposed the modification

MOTION ITEM: Larry Martin made a motion, Jeanne Rast seconded to recommend the Mayor and Council approve the proposed drive-through modification and grant the special use permit request to allow a drive-through at 917 Virginia Avenue based upon the plan was previously approved, the landscaping will provide visual screening and the additional linear feet will eliminate any traffic concerns. Motion Carried: 2-1; Lucy Dolan opposed.

e. 1031 Virginia Avenue

Conditional Use Permit

Robert Lafayette authorized representative of The Hertz Corporation requested approval of a conditional use permit to operate a car rental facility at 1031 Virginia Avenue. The property is zoned C-2, General Commercial and is 10.03 acres.

Hertz's use of the property is limited to the use of counter space inside the hotel and 10 parking spaces for the purpose of car rental to hotel guests and the public.

- Public Comment – None.



MOTION ITEM: Lucy Dolan made a motion, Jeanne Rast seconded to recommend the Mayor and Council grant the conditional use permit to Hertz Corporation to operate a car rental facility at 1031 Virginia Avenue. Motion Carried: 3-0.

f. Official Zoning Map

Text Amendment

Consideration of an Ordinance to amend Chapter 93, Zoning, of the Code of Ordinances for the City of Hapeville, Georgia regarding the Zoning Map.

- Public Comment – None.

MOTION ITEM: Jeanne Rast made a motion, Lucy Dolan seconded to table the official zoning map text amendment until the January 15, 2019 meeting. Motion Carried: 3-0.

g. 2019 Planning Commission Meeting Schedule

Consideration and action to approve the 2019 Planning Commission meeting schedule.

- Public Comment – None.

MOTION ITEM: Lucy Dolan made a motion, Larry Martin seconded to approve the 2019 Planning Commission meeting scheduled as submitted. Motion Carried: 3-0.

5. Open Discussion –

Discussion of zoning text amendments will take place at the January 15, 2019 meeting.

6. Next Meeting Date – January 15, 2019 at 6:00PM

7. Adjourn

MOTION ITEM: Lucy Dolan made a motion, Jeanne Rast seconded to adjourn the meeting at 7:57 p.m. Motion Carried: 3-0.

Respectfully submitted by,

Chairman, Brian Wismer

Secretary, Adrienne Senter

From: noreply@civicplus.com
To: [Crystal Griggs-Epps](#)
Subject: Online Form Submittal: Event Request Form
Date: Wednesday, November 21, 2018 10:32:18 AM

Event Request Form

All requests for the use of City Staff, services, utilities or the placement of a banner on City property must be approved by the Mayor and Council, prior to the use of the same. Please submit this Request to the City Clerk's Office two weeks prior to the meeting of the Mayor and Council; being placed on the agenda does not ensure approval of request. The Mayor and Council may assess fees for the use of City Staff, services, utilities, and property. The Mayor and Council meet the first and third Tuesdays of each month.

Date	11/21/2018
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CONTACT INFORMATION

Contact Person	William H. Bailey
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Name of Organization	Hapeville Exchange Club
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Mailing Address	P.O. Box 82562, Hapeville, GA 30354
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Telephone #:	
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Cell #:	
---------	-------------

Fax #:	Field not completed.
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E-mail Address	
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(Section Break)

EVENT INFORMATION

Name of the Event:	5K Run/Walk to Benefit Homeless K-12 Students
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Date of the Event:	April 13, 2019
--------------------	----------------

Location:	Event begins and ends on Claire Drive at Baseball Fields Concession Stand
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How many attendees?	100+
---------------------	------

Banner:	Yes
---------	-----

If yes, where is the	At Start/Finish Line on Clair Drive
----------------------	-------------------------------------

banner to be placed?:

If placing a banner on City property, provide a description of the banner:

Approximately 2' X 6' white vinyl with black letters.

(Section Break)

CITY SERVICES:
(check all that apply)

City Staff

If requesting City Staff, please specify:

Police assistance along 5K Run/Walk route

(Section Break)

OFFICE USE ONLY

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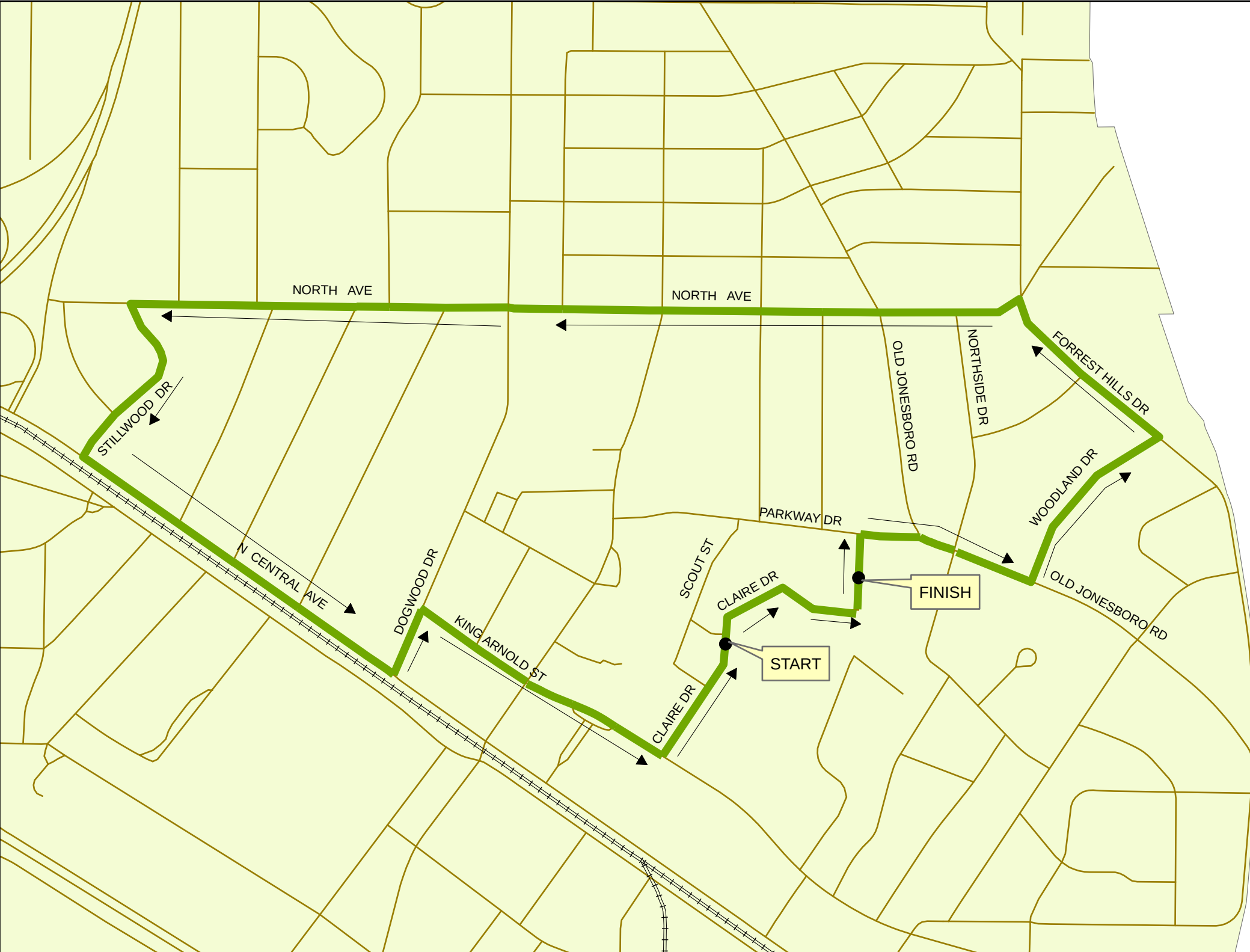
Date Heard by Mayor and Council:

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Notice Sent to Applicant on:

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Email not displaying correctly? [View it in your browser.](#)



STATE OF GEORGIA

CITY OF HAPEVILLE

RESOLUTION NO. _____

**A RESOLUTION FIXING AND PUBLISHING QUALIFYING FEES FOR OFFICES
SUBJECT TO GENERAL ELECTION IN NOVEMBER 2019; REPEALING ALL
RESOLUTIONS IN CONFLICT HERewith; AND FOR OTHER PURPOSES**

WHEREAS, the duly elected governing authority of the City of Hapeville, Georgia (hereinafter the “City”) is the Mayor and Council thereof; and

WHEREAS, O.C.G.A. § 21-2-131(a)(1) provides the governing authority of any county or municipality, not later than February 1 of any year in which a general primary, nonpartisan, or general election is to be held, shall fix and publish a qualifying fee for each office to be filled in the upcoming primary or election; and

WHEREAS, the City Council of the City of Hapeville, in addition to complying with this code section, intends to adequately notify the citizens of the City in order to encourage public participation in the electoral process;

WHEREAS, the governing authority of the City finds it desirable to safeguard and promote public health, safety, and general welfare for all citizens through the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hapeville and it hereby resolved by authority of the same, as follows:

SECTION ONE. In the general election to be held on Tuesday, November 5, 2019, the qualifying fees shall be set as the following:

- (a) Mayor shall be \$252.00.
- (b) Alderman at Large shall be \$234.00.

SECTION TWO. The City Clerk shall publish an advertisement in the legal organ as required by state law.

SECTION THREE. All resolutions or parts of resolutions in conflict herewith are repealed.

RESOLVED, this _____ day of _____, 2019.

CITY OF HAPEVILLE, GEORGIA

Alan H. Hallman, Mayor

ATTEST:

City Clerk

APPROVED BY:

City Attorney



Planning & Zoning Planner's Report

TO: Adrienne Senter
FROM: Lynn M. Patterson, Planning Consultant for City of Hapeville
RE: Text Amendment for Sign Ordinance
DATE: January 15, 2019

BACKGROUND

In reviewing the Sign Ordinance, staff found a section of the code requiring the registration and annual renewal of a fee (\$50 initial registration/\$25 annual renewal) for all non-conforming signs in the City. The Code requires all new signs to be compliant with Code and any modifications to existing signs, other than replacement of the face of the sign, to meet current Code requirements. Code requires regular maintenance of signs and prescribes remedies for those not meeting maintenance requirements.

After discussions with various Departments within the City, staff is recommending that the registration of non-conforming signs be struck from the Code. There is little to no benefit to the City for this registration given the other Code requirements.

ARTICLE 3.3. - SIGNS AND MURALS

DIVISION 1. - SIGNS

Sec. 93-3.3-1. - Statement of purpose and intent.

- (a) This division seeks to create the legal framework necessary to ensure a comprehensive and balanced system of signs within the city. A comprehensive regulation is necessary to ensure that signs installed in the city are compatible with the unique nature and character of the community. The purpose of this division is to preserve the right of free speech and expression, facilitate appropriate communication between people and their environment, promote the public health, safety and welfare, and avoid the visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance.

With these concepts in mind, the provisions in this division, which regulate signs by such factors as design, size, height, spacing and location, but not on the basis of any message conveyed by such signs, and also regulate the maintenance of signs, are hereby established to achieve the following purposes:

- (1) To protect the health, safety, general welfare and property values of residents and property owners of the city.
 - (2) To promote and implement the goals, objectives and policies adopted in the comprehensive plan.
 - (3) To effectively balance public and private objectives by allowing adequate signs for the needs of business and developers.
 - (4) To regulate the installation and placement of signs in order to provide safe operating conditions for pedestrians and motorists by eliminating unsafe, cluttered, distracting, or illegal signs.
 - (5) To promote the use of signs that are aesthetically pleasing, of appropriate scale, integrated with surrounding buildings and landscape, and compatible with the character of the surrounding area.
 - (6) To ensure the protection of free speech rights provided by the United States Constitution and the Georgia Constitution.
- (b) It is the intent of this division to:
- (1) Enable the public to locate and design sign facilities without difficulty or confusion.
 - (2) Provide functional flexibility, encourage variety and relate signing to basic principles of good design.
 - (3) Balance the rights of individuals to convey messages through signs and the right of the public to be protected against the unrestricted proliferation of signs by regulating signs on the basis of such factors as design, height, spacing, and location, but not on the basis of the content of any message conveyed thereby.
 - (4) Provide an enhanced visual environment for residents and visitors and protect existing view sheds in the community.
 - (5) Promote economic development.
 - (6) Ensure the fair and consistent enforcement of sign regulations.

Sec. 93-3.3-8. - Nonconforming signs.

- (a) The city finds that nonconforming signs may adversely affect the public health, safety and welfare. Such signs may adversely affect the aesthetic character of the city and may adversely affect public safety due to the visual impact and structural characteristics of such signs on motorists. Accordingly, the following registration requirements are found to be necessary to minimize these possible adverse effects through annual inspections essential to enabling the city to remain aware of the location and maintenance of nonconforming signs.
- ~~(b) The owner(s) or authorized agent(s) of each nonconforming sign located within the city shall register such nonconforming sign with the city planner no later than six months after the effective date of this division and shall thereafter renew this registration, annually. Any nonconforming sign that does not comply with these registration requirements shall be deemed an illegal sign and shall be subject to the regulations applicable to illegal signs and all other enforcement provisions. The city planner shall provide a form for registering a nonconforming sign and shall annually inspect such sign to ensure continued conformity in all other respects with all other provisions of this division and any other applicable city ordinances or regulations. The initial registration fee shall be \$50.00. Each~~

~~subsequent renewal fee shall be \$25.00. These fees are intended to offset administrative costs associated with monitoring compliance with this division.~~

- (c) Signs which on the effective date of this division were approved and legally erected under previous sign regulations and which became nonconforming with respect to the requirements of this division may continue in existence subject to the following restrictions:
 - (1) No change shall be made in the size of any nonconforming sign, nor shall any structural change be made to any such sign, unless the sign is brought into compliance with the provisions of this division.
 - (2) Any nonconforming sign declared to be unsafe by the code enforcement officer shall be removed or rendered safe and brought into compliance with the provisions of this division.
 - (3) No nonconforming sign damaged by fire or other causes to the extent of more than 50 percent of its assessed value shall be repaired or rebuilt except in compliance with this division. Repair work shall take place within six months of the incident that caused the damage.
 - (4) Any sign erected on public property or in a public right-of-way in violation of this division may be removed by duly authorized employees of the city and the responsible party may be cited for such violation.
- (d) A nonconforming sign shall not be replaced by another nonconforming sign, except the substitution or interchange of poster panels or dismountable material on nonconforming signs shall be permitted, provided such materials do not constitute structural elements.
 - (1) Minor repairs and maintenance of nonconforming signs shall be permitted. However, no structural repair or change in the size, shape or height of a nonconforming sign shall be permitted except to bring the sign into compliance with the requirements of this division.
 - (2) A nonconforming sign which meets all requirements of the City Code when erected may remain in place until one of the following conditions occurs:
 - a. The deterioration of the sign or damage to the sign renders the sign a hazard; or
 - b. The sign has been damaged to such extent that structural repairs are required to restore the sign. A structural repairs are any repair necessary to maintain the stability and structural integrity of the sign and are not merely aesthetic in nature.
 - (3) No structural repair, change in shape, size, height or design of a nonconforming sign shall be permitted except to render such sign in compliance with all requirements of this division.

DRAFT

STATE OF GEORGIA CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 93 (“ZONING”), ARTICLE 3.3 (“SIGNS AND MURALS”), DIVISION 1 (“SIGNS”), SECTION 93-3.3-8 (“NONCONFORMING SIGNS”) OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO UPDATE THE CITY OF HAPEVILLE FEES FOR NONCONFORMING SIGNS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the mayor and council shall have full power and authority to provide for the execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers, agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,

WHEREAS, the municipal government of the City of Hapeville (hereinafter “City”) and all powers of the City shall be vested in the mayor and council. The mayor and council shall be the legislative body of the City; and,

WHEREAS, existing ordinances, resolutions, rules and regulations of the City and its agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall remain effective until they have been repealed, modified or amended; and,

WHEREAS, amendments to any of the provisions of the City’s Code may be made by amending such provisions by specific reference to the section number of the City’s Code; and,

WHEREAS, every official act of the mayor and council which is to become law shall be by ordinance;

WHEREAS, the procedures required for amending the City’s zoning ordinance have been satisfied, including, but not limited to, notice and public hearings; and,

WHEREAS, the governing authority of the City finds it desirable to amend and update the ordinance regarding fees for nonconforming signs.

BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA THAT:

Section One. Section 93-3.3-8 (Nonconforming Signs) in Chapter 93 (Zoning), Article 3.3 (Signs and Murals), Division 1 (Signs) of the City Code of Ordinances is hereby amended by striking subsection (b):

The owner(s) or authorized agent(s) of each nonconforming sign located within the city shall register such nonconforming sign with the city planner no later than six months after

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the effective date of this division and shall thereafter renew this registration, annually. Any nonconforming sign that does not comply with these registration requirements shall be deemed an illegal sign and shall be subject to the regulations applicable to illegal signs and all other enforcement provisions. The city planner shall provide a form for registering a nonconforming sign and shall annually inspect such sign to ensure continued conformity in all other respects with all other provisions of this division and any other applicable city ordinances or regulations. The initial registration fee shall be \$50.00. Each subsequent renewal fee shall be \$25.00. These fees are intended to offset administrative costs associated with monitoring compliance with this division.

and inserting in lieu thereof the following language:

Reserved.

Section Two. Codification and Certify. This Ordinance adopted hereby shall be codified and certified in a manner consistent with the laws of the State of Georgia and the City.

Section Three. Severability.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Four. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Five. Effective Date. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

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ORDAINED this _____ day of _____, 2019.

CITY OF HAPEVILLE, GEORGIA

Alan H. Hallman, Mayor

ATTEST:

City Clerk

APPROVED BY:

City Attorney

Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354

January 15, 2019 6:00PM

SUMMARY MINUTES

1. Welcome and Introduction

Chairman Brian Wismer called the meeting to order at 6:00 p.m. in the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. Members in attendance included Vice Chairman Jeanne Rast, Lucy Dolan, Larry Martin and Charlotte Rentz. City Planner Lynn Patterson and Secretary Adrienne Senter were also present.

Commissioners Mark Farah and Kaity Ferrero were unable to attend the meeting.

MOTION ITEM: Larry Martin made a motion, Jeanne Rast seconded to move item 4(b) Zoning Map Amendment to item 5, Old Business. Motion Carried: 4-0.

2. Election of Officers

- Chairman

MOTION ITEM: Lucy Dolan made a motion, Charlotte Rentz seconded to re-elect Brian Wismer as Chairman. Motion Carried: 4-0.

- Vice Chairman

MOTION ITEM: Lucy Dolan made a motion, Larry Martin seconded to re-elect Jeanne Rast as Vice Chairman. Motion Carried: 4-0.

3. Minutes of December 11, 2018

MOTION ITEM: Lucy Dolan made a motion, Larry Martin seconded to approve the minutes of December 11, 2018 as submitted. Motion Carried: 4-0.

4. New Business

a. 3290 North Whitney Avenue

Site Plan Review

Samuel Kirkland, on behalf of owner Jann Levesque, requested site plan approval to construct a 2,487-sf, two-story home with an attached garage at 3290 North Whitney Avenue, Parcel Identification Number 14 009800160337. The property is zoned R-1, One Family Detached and is .311 acres. **Approved with Conditions**

Public Comment – None.

5. Old Business

a. Official Zoning Map

Text Amendment

Consideration of an Ordinance to amend Chapter 93, Zoning, of the Code of Ordinances for the City of Hapeville, Georgia regarding the Zoning Map.

Staff proposed zoning map amendments to rezone properties within the City limits that are currently zoned C-R, Commercial-Residential to V, Village. The C-R zoning is quite complex and restrictive in terms of allowable uses and dimensional requirements whereas the V, Village zoning offers compatibility in terms of intent to C-R with greater ease.

Commissioner Larry Martin discussed concern regarding the property located on the northeast side of InCiti Suites as he expressed desire to rezone that property as residential only.

Public Comment – None.

After further discussion, the following action was taken:

MOTION ITEM: Jeanne Rast made a motion, Charlotte Rentz seconded recommend the Mayor and Council approve the Official Zoning Map amendment as submitted. Motion Carried: 4-0.

b. Chart of Dimensional Requirements

Text Amendment

Consideration of an amendment to Chapter 93, Zoning, Sec. 93-22.1-1, Chart of Dimensional Requirements as it relates to minimum dwelling size.

Recommended approval with changes.

c. Accessory Buildings Code Sections

Text Amendment

Consideration of an amendment to Chapter 93, Zoning, Sec. 93-2-5, Accessory uses, accessory buildings, yard requirements of accessory buildings, outbuildings and fences as it relates to running water to accessory structures.

There was discussion regarding allowing water service to accessory structures. Currently, water supply or discharge is prohibited, and the intent is to discourage residential occupancy of any kind within an accessory structure.

The Commission discuss several options that would allow residents to provide utilities to accessory structures but give the city regulations to monitor the use.

Public Comment – None.

After further discussion, the following action was taken:

MOTION ITEM: Jeanne Rast made a motion, Larry Martin seconded to table the accessory use text amendment until the March 12, 2019 to allow staff time adequate time to complete further research based upon the Commission's discussion. Motion Carried: 4-0.

d. Sign Ordinance

Text Amendment

Consideration of an Ordinance to amend Article 3.3, Signs and Murals, Sec. 93-3.3-1, that the registration of non-conforming signs be struck from the Code.

Public Comment – None.

MOTION ITEM: Jeanne Rast made a motion, Lucy Dolan seconded to recommend the Mayor and Council approve the Sign Ordinance text amendment. Motion Carried: 3-0.

e. U-V, Urban Village Zone

Text Amendment

Consideration of an Ordinance to amend Article 11.2 U-V, Urban Village, Sec. 93-11.2-1 for the purpose of adding language to clarify commercial versus single family/residential uses within the U-V Urban Village zoning district.

Public Comment – None.

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to recommend the Mayor and Council approve the U-V, Urban Village text amendment. Motion Carried: 4-0.

6. Next Meeting Date – February 12, 2019 at 6:00PM

7. Adjourn

MOTION ITEM: Larry Martin made a motion, Jeanne Rast seconded to adjourn the meeting at 8:07 p.m. Motion Carried: 4-0.

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STATE OF GEORGIA CITY OF HAPEVILLE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 93 (“ZONING”), ARTICLE 11.2 (“U-V ZONE (URBAN VILLAGE)”), SECTION 93-11.2-7 (“AREA, PLACEMENT, AND BUFFERING REQUIREMENTS”) OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO UPDATE THE CITY OF HAPEVILLE RESIDENTIAL BUFFER REQUIREMENTS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the mayor and council shall have full power and authority to provide for the execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers, agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,

WHEREAS, the municipal government of the City of Hapeville (hereinafter “City”) and all powers of the City shall be vested in the mayor and council. The mayor and council shall be the legislative body of the City; and,

WHEREAS, existing ordinances, resolutions, rules and regulations of the City and its agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall remain effective until they have been repealed, modified or amended; and,

WHEREAS, amendments to any of the provisions of the City’s Code may be made by amending such provisions by specific reference to the section number of the City’s Code; and,

WHEREAS, every official act of the mayor and council which is to become law shall be by ordinance;

WHEREAS, the procedures required for amending the City’s zoning ordinance have been satisfied, including, but not limited to, notice and public hearings; and,

WHEREAS, the governing authority of the City finds it desirable to amend and update the ordinance regarding residential buffer requirements in the U-V Zone.

BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA THAT:

Section One. Section 93-11.2-7 (Area, placement, and buffering requirements) in Chapter 93 (Zoning), Article 11.2 (U-V Zone (Urban Village)) of the City Code of Ordinances is hereby amended by striking subsection (8) in its entirety:

(8) *Residential buffer.* Where this district adjoins a residential zone, new development shall provide an attractive physical barrier between different zones as necessary to minimize

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disruptive light, noise, odor, dust, unsightly appearances and intrusive activity relative to the residential zone. A smooth transition to adjacent residential zones shall be ensured by the provision of:

- a. A minimum 15-foot landscaped buffer located within the U-V zone along the district line. Said buffer shall be planted with a minimum of one tree per 40 linear feet. Shrubs, flowers or grasses shall also be provided and maintained to visually screen non-residential areas and provide an attractive boundary that encourages continued investment in the adjacent residential zones.
- b. A permanent opaque wall between six and eight feet in height and faced in wood, stacked stone, brick or hard-coat true stucco. Said wall may be located anywhere within the required landscaped buffer.
- c. Where an alley separates this zone from a residential zone, the required landscape buffer and permanent opaque wall shall be provided on the portion of the U-V-zoned property adjacent to the alley.

and inserting in lieu thereof the following language:

(8) *Residential buffer.* Where this district adjoins a residential zone, specifically when a commercial or mixed use in the U-V district abuts the residential district, all new developments must provide an attractive physical barrier between different zones as necessary to minimize disruptive light, noise, odor, dust, unsightly appearances and intrusive activity relative to the residential zone. A smooth transition to adjacent residential zones shall be ensured by the provision of:

- a. A minimum 15-foot landscaped buffer located within the U-V zone along the district line. Said buffer shall be planted with a minimum of one tree per 40 linear feet. Shrubs, flowers or grasses shall also be provided and maintained to visually screen non-residential areas and provide an attractive boundary that encourages continued investment in the adjacent residential zones.
- b. A permanent opaque wall between six and eight feet in height and faced in wood, stacked stone, brick or hard-coat true stucco. Said wall may be located anywhere within the required landscaped buffer.
- c. Where an alley separates this zone from a residential zone, the required landscape buffer and permanent opaque wall shall be provided on the portion of the U-V-zoned property adjacent to the alley.

Section Two. Codification and Certify. This Ordinance adopted hereby shall be codified and certified in a manner consistent with the laws of the State of Georgia and the City.

Section Three. Severability.

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ORDAINED this _____ day of _____, 2019.

CITY OF HAPEVILLE, GEORGIA

Alan H. Hallman, Mayor

ATTEST:

City Clerk

DRAFT

APPROVED BY:

City Attorney

Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354

January 15, 2019 6:00PM

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Public Comment – None.

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Public Comment – None.

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The Commission discuss several options that would allow residents to provide utilities to accessory structures but give the city regulations to monitor the use.

Public Comment – None.

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Public Comment – None.

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e. U-V, Urban Village Zone

Text Amendment

Consideration of an Ordinance to amend Article 11.2 U-V, Urban Village, Sec. 93-11.2-1 for the purpose of adding language to clarify commercial versus single family/residential uses within the U-V Urban Village zoning district.

Public Comment – None.

MOTION ITEM: Larry Martin made a motion, Lucy Dolan seconded to recommend the Mayor and Council approve the U-V, Urban Village text amendment. Motion Carried: 4-0.

6. Next Meeting Date – February 12, 2019 at 6:00PM

7. Adjourn

MOTION ITEM: Larry Martin made a motion, Jeanne Rast seconded to adjourn the meeting at 8:07 p.m. Motion Carried: 4-0.



Planning & Zoning Planner's Report

TO: Adrienne Senter
FROM: Lynn M. Patterson, Planning Consultant for City of Hapeville
RE: Text Amendment for U-V Zoning District
DATE: January 15, 2019

BACKGROUND

In reviewing the U-V, Urban Village Zoning Ordinance, staff found a section of the code that is unclear. It appears to require all U-V developments provide a 15' landscape buffer to an adjacent residential zone. U-V allows for single family dwellings. A 15' landscape buffer is unnecessary and not required with other single family zoning districts. The resulting requirement may alter the nature of contiguous single family dwellings developments.

After discussions with various Departments within the City, Staff is recommending that language be added to clarify commercial versus single family/residential uses within the U-V Urban Village.

Article 11.2 U-V, Urban Village

Sec. 93-11.2-1. - Intent.

The U-V district is established in order to:

- (1) Accommodate a mixed-use, urban fabric that preserves neighborhood scale;
- (2) Accommodate residents in the district with pedestrian access to services and employment typical of a live/work community;
- (3) Promote neighborhoods established near shopping and employment centers;
- (4) Encourage pedestrian and neighborhood uses in the commercial area;
- (5) Discourage land uses that are automobile or transportation related;
- (6) Exclude industrial uses such as manufacturing, processing and warehousing;
- (7) Promote retail and related commercial uses such as business offices, florists, card shops, antique shops, new apparel shops and banks; and

- (8) Encourage intensified mixed-use with commercial uses on the ground floor and dwellings above.

Sec. 93-11.2-7. - Area, placement, and buffering requirements.

All buildings or structures erected, converted or structurally altered shall hereafter comply with the following lot area, yard, and building coverage requirements:

- (1) *Lot area and width.* The minimum area shall be established by the restriction governing lot coverage, setbacks, height, and parking requirement as found in article 22.1. Generally, no lot shall have a minimum frontage of less than 20 feet; however, single-family residential lots shall have a minimum frontage of 30 feet.
- (2) *Front yard.* See subsection (3) below.
- (3) *Build-to line.* The minimum build-to line shall be zero feet and the maximum shall be 15 feet, provided that the maximum build-to line may be increased as determined to be necessary and advisable by the city planning commission in the course of its site plan review process. In determining such increase, the city planning commission shall consider the size and configuration of the proposed buildings, their relationship to the existing and proposed thoroughfares, the relationship to existing and proposed parks and plazas, the location of existing mature trees, and supplemental area of adjacent structures. Where the built-to line is modified to provide parks and plazas, said facilities shall be directly accessible to the public during normal city park hours.
- (4) *Side yards.* There shall be no minimum side yard requirement except as required by subsection (8) of this section for residential zone buffers.
- (5) *Rear yards.* There shall be no minimum rear yard requirements except as required by subsection (8) of this section for residential zone buffers.
- (6) *Distance between buildings.* Section 93-2-6 notwithstanding, the minimum distance between two buildings on a single lot or on contiguous property under the same ownership shall be ten feet, plus four additional feet for every story or fraction thereof that the building exceeds three stories, or such distance determined necessary by the city planning commission to enhance the aesthetics of development. All exterior walls shall be designed per the International Residential Building Code 2003, as amended, or the International Building Code 2003, as amended. Adjoining buildings, whether commercial, residential, or mixed-use, shall have sprinkler systems and there shall be a fire resistance rating of one hour between buildings and occupancies that are side-by-side and top and bottom. However, if a building is a single-family dwelling and the adjacent building is closer than 15 feet there can be no vertical openings (windows) between the two structures of buildings that exist within 15 feet of the horizontal fire separation.
- (7) *Height regulations.* No building or structure shall be less than 24 feet in height or exceed four stories or a 64 feet in height, provided the city planning commission may allow a development with greater height via site plan approval, if it finds that:
 - a. The proposed height will not adversely impact adjacent properties or nearby residential neighborhoods.
 - b. The added height is necessary to support redevelopment of an area, which currently contains uses that have an adverse impact upon adjacent neighborhoods.

- c. The proposed development is designed to facilitate the objectives and strategies of an officially adopted master plan, an LCI Study or the current comprehensive plan.
 - d. The proposed development meets approval from the fire department and FAA.
 - e. The proposed development meets the sprinkling standards set forth by the fire department. It shall meet the requirements as set forth in NFPA (13)(D), standard for the installation of sprinkler systems in one-family or two-family dwellings and NFPA (13)(R) for residential occupancies up to and including four stories in height. All others shall be required to meet NFPA (13) standard for the installation of sprinklers.
- (8) *Residential buffer.* Where this district adjoins a residential zone, new development shall provide an attractive physical barrier between different zones when a commercial or mixed use in the U-V district abuts the residential district –as necessary to minimize disruptive light, noise, odor, dust, unsightly appearances and intrusive activity relative to the residential zone. A smooth transition to adjacent residential zones shall be ensured by the provision of:
- a. A minimum 15-foot landscaped buffer located within the U-V zone along the district line. Said buffer shall be planted with a minimum of one tree per 40 linear feet. Shrubs, flowers or grasses shall also be provided and maintained to visually screen non-residential areas and provide an attractive boundary that encourages continued investment in the adjacent residential zones.
 - b. A permanent opaque wall between six and eight feet in height and faced in wood, stacked stone, brick or hard-coat true stucco. Said wall may be located anywhere within the required landscaped buffer.
 - c. Where an alley separates this zone from a residential zone, the required landscape buffer and permanent opaque wall shall be provided on the portion of the U-V-zoned property adjacent to the alley.

1 **STATE OF GEORGIA**

2 **CITY OF HAPEVILLE**

3 **ORDINANCE NO.**_____

4
5 **AN ORDINANCE BY COUNCIL MEMBERS** _____

6 **AN ORDINANCE AMENDING PART II, CHAPTER 41, ARTICLE VIII, (VEHICLE**
7 **IMMOBILIZATION DEVICES) OF THE CITY OF HAPEVILLE CODE OF**
8 **ORDINANCES SO AS TO AMEND AND STRENGTHEN THE REGULATORY**
9 **REQUIREMENTS IMPOSED THEREBY; AND FOR OTHER PURPOSES.**

10 **WHEREAS**, the City of Hapeville has an interest in maintaining the public safety and general
11 welfare of citizens of the City of Hapeville and its visitors; and

12 **WHEREAS**, Chapter 41 Article VIII (Vehicle Immobilization Services) of the City of Hapeville
13 Code of Ordinances was adopted in 2009 to authorize vehicle immobilization on private property
14 in the City of Hapeville as long as compliance with certain conditions by such services and
15 operators is maintained;

16 **WHEREAS**, since the enactment of the Vehicle Immobilization Services Code, it has come to the
17 attention of the Hapeville City Council that the requirements imposed thereby are inadequate to
18 secure the rights of private property owners along with the public safety and welfare of the citizens
19 of and visitors to the City of Hapeville;

20 **WHEREAS**, the City of Hapeville desires to amend the requirements imposed by the Vehicle
21 Immobilization Services Ordinance to more securely safeguard the public safety and welfare of
22 the citizens of and visitors to the City of Hapeville; and

23 **WHEREAS**, to properly balance the rights of private property owners and the welfare of the
24 citizens of, and visitors to, the City of Hapeville, the City of Hapeville desires to set a uniform
25 fee charged by a vehicle immobilization service to remove the vehicle immobilization device;
26 and

27 **WHEREAS**, due to the vulnerability vehicle owners, passengers, drivers, or persons in charge
28 thereof may feel when interacting with vehicle immobilization operators, the City of Hapeville
29 wishes to require vehicle immobilization service operator permits to be displayed all times when
30 such operators are in the process of installing or removing a vehicle immobilization device, for
31 such operators to wear something clearly designating their association with a licensed vehicle
32 immobilization service when such operators are in the process of installing or removing vehicle
33 immobilization devices; and

34 **WHEREAS**, due to the vulnerability vehicle owners, passengers, drivers, or persons in charge
35 thereof may feel when interacting with vehicle immobilization operators, the City of Hapeville
36 wishes to require more stringent criminal background examination for vehicle immobilization
37 service operators; and

38 **WHEREAS**, advances in technology have made self-releasing vehicle immobilization devices
39 available; and

40 **WHEREAS**, these devices may be released by the owners, passengers, driver or persons in charge
41 of vehicle who have had their vehicles immobilized by vehicle immobilization operators through
42 the secure payment of the vehicle immobilization fee via a smartphone app, or a secure encrypted
43 means; and

44 **WHEREAS**, the ability to remove a vehicle immobilization device without the assistance of a
45 Vehicle Immobilization Operator shall enable the owner, passenger, driver or person in charge of
46 the vehicles to more efficiently pay the appropriate fee and secure the release of their vehicle; and

47 **WHEREAS**, to help ensure that vehicle owners, passengers, drivers, or persons in charge thereof have
48 adequate notice that their failure to abide by the conditions private property owners have placed on the
49 use of their parking lots or facilities may result in the installation of a vehicle immobilization device on
50 their vehicle, the City of Hapeville wishes to require uniform and adequate signage, to be approved by
51 the City of Hapeville and to be posted on private property whereon vehicle immobilization services are
52 to be employed; and

53 **WHEREAS**, to safeguard the welfare of owners, passengers, drivers, or persons in charge thereof have
54 adequate notice that their failure to abide by these conditions private property owners have placed on
55 the use of their parking lots or facilities may result in the installation of a vehicle immobilization device
56 on their vehicle, the City of Hapeville wishes to require uniform and adequate signage; and

57 **WHEREAS**, the City of Hapeville desires for the amendments contained in this Ordinance to be
58 effective April 1, 2019; and

59 **WHEREAS**, after July 1, 2019, all licensed or permitted services or operators shall comply with
60 the amendments contained in this Ordinance, regardless of their being licensed or permitted at the
61 time of the approval of this Ordinance.

62 **THE CITY COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA, HEREBY ORDAINS,**
63 **AS FOLLOWS:**

64 **ARTICLE 8. - VEHICLE IMMOBILIZATION DEVICES**

65 **Sec. 41-8-1. - Definitions.**

66 *On-site vehicle immobilization services* shall mean entities that do not operate parking
67 facilities as their primary purpose, including, but not limited to, educational institutions, houses of
68 worship, restaurants, shopping centers and freestanding establishments with adjacent parking for
69 patrons, customers, or invitees that use vehicle immobilization devices as a method of parking
70 control.

71 *Operator* shall mean any person, including a sole proprietor, independent contractor,
72 partnership or similar business entity, operating vehicle immobilization devices for a vehicle
73 immobilization service.

74 *Self-release vehicle immobilization device* shall mean any device that is designed or adopted
75 to be attached to a parked motor vehicle so as to prohibit the motor vehicle's usual manner of

76 movement or operation, and which may be released upon electronic payment of the fee without
77 assistance of an Operator.

78 *Vehicle immobilization device, device or boot* shall mean any mechanical device that is
79 designed or adopted to be attached to a wheel, tire, or other part of a parked motor vehicle so as to
80 prohibit the motor vehicle's usual manner of movement or operation. Unless otherwise specified,
81 the term Vehicle Immobilization Device shall include a self-release vehicle immobilization device.

82 *Vehicle immobilization service or service* shall mean a person, including a sole proprietor,
83 independent contractor, partnership or similar business entity, offering services anywhere in the
84 territorial limits of the city whereby vehicles are immobilized by the installation of a vehicle
85 immobilization device.

86 SECTION 2: Chapter 41 Article VIII of the City of Hapeville Code of Ordinances shall be
87 amended such that it shall read as follows:

88 Permit to Operate as an Operator of a Vehicle Immobilization Service.

89
90 (a) It shall be unlawful for any vehicle immobilization service, entity, or person to operate
91 within the territorial limits of the City of Hapeville without having obtained a vehicle
92 immobilization service permit granted by the Chief of Police, or his or her designee.

93
94 (b) Every operator, service, entity, or person desiring to obtain a permit required by this
95 article shall file an application with the City of Hapeville Police Department on forms to
96 be prepared and approved by the unit. The application shall state:

- 97
98 1. The name and address of the applicant;
99 2. The name and address of the principal place of business for the service, operator,
100 entity or person;
101 3. If a partnership, the names of the partners;
102 4. If a corporation, the names of the officers;
103 5. The charges to be imposed for vehicle immobilization services;
104 6. The amounts and types of insurance held;
105 7. Any such other information as may be required by the Chief of Police.

106
107 All statements in the application for a license required by this article shall be sworn by
108 the applicant or by an authorized and qualified agent thereof.

109
110 (c) Every person desiring to be an operator and obtain a permit as required by this article shall be
111 fingerprinted by the Hapeville Police Department and submit to a criminal background search
112 annually.

113
114 (d) No license or permit under this article shall be issued to any person who has been convicted in
115 this or any other country within three years immediately prior to the application for a permit as
116 required by this article of any misdemeanor crime involving solicitation for prostitution, distribution

of possession of illegal narcotics, sex offenses or any other crime involving theft, violence or acts of moral turpitude. No permit under this article shall be issued to any person who has been convicted in this or any other county within five years immediately prior to the application for a permit of any felony.

(e) Should any person with a license or a permit obtained pursuant to this article be charged with committing any crime as described in this section, such charge shall constitute the basis for adverse action, including suspension or revocation of their operator permit. Immediately upon such suspension or revocation, written notice thereof shall be given to the operator, service, entity, or person, listed as the applicant on the permit application, in person or by certified United States mail addressed to his or her permanent address, or business address as set forth in the permit application. Operators, services, or entities must immediately return suspended or revoked permits obtained pursuant to this article to the Hapeville Police Department.

(f) Further, to be eligible for a permit under this article, the person applying must possess a current driver's license or state issued identification as provided by the laws of the state and proof of valid liability insurance with policy limits specified by the City Manager.

(g) Any person denied a license or a permit under this section or any person whose license or permit may be revoked under this section shall have the right to appeal this denial or revocation to the City Manager. Said appeal must be in writing and must be filed with the Hapeville City Clerk on or before the thirtieth (30th) day from the date stated on the notification of denial or revocation.

Any person denied a license or permit under this section or any person whose license or permit may be revoked after appeal to the City Manager shall have the right to appeal this denial or revocation to the Council for the City of Hapeville. Said appeal must be in writing and must be filed with the Hapeville City Clerk on or before the thirtieth (30th) day from the date stated on the notification of denial or revocation after appeal to the City Manager. The decision of the City Council shall be final.

(h) Once issued, permits obtained pursuant to this article shall be valid for one calendar year. Operators shall carry their permit at all times when they are in the process of installing or removing a vehicle immobilization device. Additionally, all operators shall wear something clearly designating their association with a licensed vehicle immobilization service or company when they are in the process or installing or removing a vehicle immobilization device.

SECTION 3: Chapter 41 Article VIII of the City of Hapeville Code of Ordinances shall be amended such that it shall read as follows:

General Requirements for Vehicle Immobilization Services and Operators

- 152 1. It shall be unlawful for either a vehicle immobilization service or an operator to
153 procure a license or a permit by fraud or misrepresentation of fact.
- 154 2. It shall be unlawful for either a vehicle immobilization service or an operator to pay
155 any amount in the form of a gratuity to any person, owner, employee, agent, of a
156 commercial parking lot or residential property for information as to illegally parked
157 vehicles. Payments that exceed the reasonable and customary fees charged by the owner
158 or person in possession of the commercial parking lot or residential property for parking
159 which will afford vehicle immobilization services the opportunity to obtain information
160 as to illegally parked vehicles shall be considered an illegal kickback.
- 161 3. A vehicle immobilization service or operator must maintain, or provide access to, a
162 24-hour a day, 365 days per year phone number that is staffed by a live operator to
163 communicate immediately with a driver of a vehicle that has been immobilized by the
164 vehicle immobilization service or operator. This shall apply to vehicle immobilization
165 services utilizing self-release vehicle immobilization devices.
- 166 4. It shall be unlawful for either a vehicle immobilization service or an operator to
167 immobilize vehicles at any off-street pay parking facility, vacant lot, or other private
168 property without having a valid written contract specifically for such services entered
169 into with the private property owner or lawful lessee thereof.
- 170 5. It shall be unlawful for a vehicle immobilization service or operator to fail to arrive on
171 the site where the vehicle was immobilized within thirty minutes of being contacted by
172 the owner, driver or person in charge of the vehicle. It shall also be unlawful for either
173 a vehicle immobilization service or an operator to fail to release vehicles from
174 immobilization within fifteen minutes after receipt of payment from the owner, driver
175 or person in charge of a vehicle that has been immobilized by a vehicle immobilization
176 device.
- 177 6. All vehicle immobilization service or operators must utilize secure and encrypted
178 processing systems for debit card and credit card payments such that said payments
179 may be made and immediately processed in the driver's presence without need to
180 photograph or manually credit card or debit card information for processing.
- 181 7. All vehicle immobilization service or operators must utilize secure and encrypted
182 processing systems for copying state issued identifications such that said information
183 may be obtained and confidentially stored without the need to photograph or manually
184 record state issued identification information.
185

- 186 8. It shall be unlawful for a vehicle immobilization service or operator to fail to provide
187 a receipt of payment of the booting fee to the owner, driver or person in charge of
188 a vehicle at the time that payment is made. The receipt shall have the following
189 information: The name, address, and phone number of the vehicle immobilization
190 service or company and the name and signature or the person who applied/removed
191 the boot or vehicle immobilization device. Such receipts may be provided
192 electronically.
193
- 194 9. A vehicle immobilization service must procure reasonable insurance, as determined
195 by the City Manager, to cover damage caused to vehicles
196 by the use of a vehicle immobilization device.
197
- 198 10. A vehicle immobilization service shall keep copies of permits issued to its
199 operators under this article in their place of business, so that they may be inspected
200 by any member of the Hapeville Police Department, upon request, at any time.
- 201 11. A vehicle immobilization service or operators utilizing Self-Release vehicle
202 immobilization devices shall ensure that there is a drop off location either located in
203 or directly adjacent to the lot wherein the Self-Release vehicle immobilization device
204 was utilized. Such drop-off locations shall be in the form of secured receptacles or at
205 attended locations and must be accessible 24 hours per day. Said devices must have a
206 sticker thereon that contains the name and telephone number for the Vehicle
207 Immobilization Service or Operator who owns the Self-Release vehicle
208 immobilization device.

209 SECTION 4: Chapter 41 Article VIII of the City of Hapeville Code of Ordinances shall be
210 amended such that it shall read as follows:

- 211 (a) It shall be unlawful for any person hired by an owner of any private property, or his
212 agent or employee, located within the territorial limits of the City of Hapeville to
213 install or attach to any vehicle a vehicle immobilization device(s), boot(s), or any other
214 instrument(s) that is/are designed to, or have the effect of, restricting the normal
215 movement of such vehicle or by any other means whatsoever to restrict the normal
216 movement of such vehicle, unless the owner of the property, or his agent or employee,
217 has complied with all applicable ordinances regarding the posting of vehicle
218 immobilization signs that comply with the following requirements:

219 SIGNS

- 220 (1) Signs shall be located at each designated entrance and exit to the parking facility, lot, or
221 area where a vehicle immobilization device or boot is to be used indicating that parking
222 prohibitions are in effect. Such signs must be erected so that the fronts of the signs are
223 visible from each and every parking space or area in the parking facility lot or area.
- 224 (2) Where there is no designated entrance and exit to the parking facility or lot, such signs
225 shall be erected so as to be clearly visible from each and every parking space or area.

(3) Such signs shall be in accordance with specifications promulgated by the Chief of Police and shall be presented by the operator, service, entity, or person desiring to obtain a permit as required by this article at the time of application for inspection and approval.

(4) Such signs shall state in letters at least three inches high as follows “Unauthorized Vehicles may be booted at the Vehicle Owner’s Risk and at the Vehicle Owner’s Expense”. Such signs shall also include the following information in letters at least two and one-half inches high:

- a. Cost of boot removal. Said amount shall not exceed \$75.00, the maximum fee for removal of the immobilization devices set forth herein;
- b. A statement that cash, credit cards, and debit cards are accepted payments;
- c. A statement that no additional fees will be charged for accepted forms of payment;
- d. The name, address, and phone number of the person or entity responsible for affixing and removing the immobilization device;
- e. The name of the Company or entity and a contact phone number where complaints may be made;

SECTION 5: Chapter 41 Article VIII of the City of Hapeville Code of Ordinances shall be amended such that it shall read as follows:

General Requirements for Vehicle Immobilization Services and Operators

1. It shall be unlawful for either a vehicle immobilization service or an operator to procure a license or a permit by fraudulent conduct or a false statement of a material fact.
2. It shall be unlawful for either a vehicle immobilization service or an operator to pay in the form of a gratuity any person who does not own or operate a commercial parking lot for information as to illegally parked vehicles.
3. It shall be unlawful for either a vehicle immobilization service or an operator to make any payment to an owner, employee, agent or a person in possession of a commercial parking lot in excess of the reasonable and customary fee ordinarily charged by the owner or person in possession of the parking lot for parking thereon, such payment shall be considered an illegal kickback.
4. It shall be unlawful for either a vehicle immobilization service or an operator to immobilize any vehicle located on any portion of a public street within the City of Hapeville.

- 268 5. A vehicle immobilization device cannot be affixed to a vehicle and a fee cannot be
269 charged if the driver of the vehicle returns to the vehicle before the installation of the
270 vehicle immobilization device is complete.
271
- 272 6. A vehicle immobilization service must maintain, or provide access to, a phone number
273 that is staffed, 24-hours a day for 365 days a year, by a live operator to communicate
274 immediately with a driver of vehicle that has been immobilized by the vehicle
275 immobilization service. This shall apply to vehicle immobilization services utilizing
276 Self-Release vehicle immobilization devices.
277
- 278 7. It shall be unlawful for either a vehicle immobilization service or an operator to
279 immobilize vehicles at any off-street pay parking facility, vacant lot, or other private
280 property whereon persons must pay to park their vehicles without having a valid written
281 contract specifically for such services entered into with the private property owner or
282 lawful lessee thereof.
283
- 284 8. It shall be unlawful for a vehicle immobilization service or operator to fail to arrive on
285 the site where the vehicle was immobilized within thirty minutes of being contacted by
286 the owner, driver or person in charge of the vehicle. It shall also be unlawful for either a
287 vehicle immobilization service or an operator to fail to release vehicles from
288 immobilization fifteen minutes after receipt of payment from the owner, driver or person
289 in charge of a vehicle that has been immobilized by a vehicle immobilization device.
290
- 291 9. It shall be unlawful for a vehicle immobilization service or operator to photograph or
292 manually record state issued identification information, credit card, or debit card
293 information for processing.
294
- 295 10. It shall be unlawful for a vehicle immobilization service or operator to fail to
296 provide a receipt of payment of the booting fee to the owner, driver or person in
297 charge of a vehicle. The receipt shall have the following information: The name,
298 address, and phone number of the vehicle immobilization service or company and
299 the name and signature or the person who applied/removed the boot or vehicle
300 immobilization device. Such receipts may be provided electronically.
301
- 302 11. In the event that the application of a vehicle immobilization device damages a vehicle,
303 then the service must pay the cost of repairs for that damage.
304
- 305 12. In the event that the owner or operator of a vehicle, to which an immobilization
306 device has been applied, attempts to operate said vehicle or remove the device,
307 then the vehicle immobilization service is not liable for any damage to that vehicle.
308 Additionally, the owner, driver or person in charge of the vehicle will be liable to
309 the vehicle immobilization service for the cost of damage to the vehicle
310 immobilization device.
311

- 312 13. A vehicle immobilization service must procure reasonable insurance, as determined by
313 the City Council, City Manager, or the city police department, to cover damage caused
314 to vehicles by the use of a vehicle immobilization device.
315
- 316 14. A vehicle immobilization service shall keep copies of permits issued to its operators
317 under this article in their place of business so that they may be inspected by any
318 member of the Hapeville Police Department at any time.
319
- 320 15. A vehicle immobilization service utilizing Self-release vehicle immobilization devices
321 shall ensure that there is a drop off location either located in or directly adjacent to the lot
322 wherein the Self-release vehicle immobilization device was utilized. Such drop-off
323 locations be in the form of secured receptacles or at attended locations and must be
324 accessible 24 hours per day.
325
- 326 16. All Self-release vehicle immobilization devices must have information thereon
327 providing notice of where the device may be returned, along with the contact
328 information for the Vehicle Immobilization Service.
329
- 330 17. Upon proper registration in accordance with this section, a written permit shall issue, to
331 be valid for one calendar year from the date of issuance. Each person affixing or
332 removing a vehicle immobilization device shall at all times carry upon his or her person
333 the permit so issued pursuant to this article and shall display such permit upon request.

334 SECTION 6: Chapter 41 Article VIII of the City of Hapeville Code of Ordinances shall be
335 amended such that it shall read as follows:
336

(i)

337 Any person who is convicted of violating any provision of this chapter shall be punished by a
338 fine not to exceed \$1,000.00 or by imprisonment not to exceed six months, or both such fine
339 and imprisonment.

340 SECTION 7: Chapter 41 Article VIII of the City of Hapeville Code of Ordinances shall be
341 amended such that it shall read as follows: RESERVED.

342 SECTION 8: Chapter 41 Article VIII of the City of Hapeville Code of Ordinances shall be
343 amended such that it shall read as follows:

344 The amendments of the foregoing ordinance shall become effective immediately, except that the
345 specifications for the signs required in Section 4 shall be promulgated and approved by the Chief
346 of Police by no later than April 1, 2019; and the sign requirements in Section 4 shall be otherwise
347 effective July 1, 2019.

348 SECTION 9: Chapter 41 Article VIII of the City of Hapeville Code of Ordinances shall be
349 amended such that it shall read as follows: That all ordinances and parts of ordinances in conflict
350 herewith are hereby waived to the extent of the conflict only.

SECTION 10: Chapter 41 Article VIII of the City of Hapeville Code of Ordinances shall be amended such that it shall read as follows: That the Municipal Clerk for the City of Hapeville is instructed to retain all legislative history references in the codified version of Chapter 41, including Editor's notes, and shall not delete any such references, but shall amend them to include this ordinance.

ORDAINED this ____ day of _____, 2019.

CITY OF HAPVILLE, GEORGIA

Alan H. Hallman, Mayor

ATTEST:

(Ord. No. 2009-01, § 1, 3-1-2009; Ord. No. 2011-04, §§ 1—8, 5-3-2011)