

**MEETING OF May 16, 2016**

**WARD 1 (dn)**

**ITEM NUMBER \_\_\_\_\_**

**\$ IMPACT \_\_\_\_\_**

**ISSUE:**

New application for privilege licenses for Malincho Inc. dba Malincho European Market Deli & Café for the sale of beer and wine (retail package). Malincho Inc. dba Malincho European Market Deli & Café is the owner and Petya Dontchev is the agent applicant.

**SUMMARY:**

Petya Dontchev as the registered agent for Malincho Inc. dba Malincho European Market Deli & Café requests a privilege license for the sale of beer and wine (retail package) at 2800 Spring Road STE E.

**BACKGROUND:**

Petya Dontchev will be the registered agent, responsible for the sale of alcohol at the referenced location. Ms. Dontchev has been given a copy of the Alcoholic Beverage Ordinance and attended the mandatory alcohol awareness workshop. (Certificate attached)

**STAFF RECOMMENDATION:**

A background investigation conducted by the Smyrna Police Department failed to reveal information that would preclude issuance of this license. Petya Dontchev has agreed to abide by the guidelines set forth by the City of Smyrna ordinance governing the sale of alcohol.

**REQUESTED ACTION:**

Approval of privilege licenses for the sale of beer and wine (retail package) for Malincho Inc. dba Malincho European Market Deli & Café with Petya Dontchev as the registered agent.

**CITY OF SMYRNA**  
**BUSINESS LICENSE DEPARTMENT**  
**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**  
**Phone (678) 631-5321 Fax (770) 431-2814**  
**Web site: [www.smyrnacity.com](http://www.smyrnacity.com)**

PLEASE TYPE APPLICATION AND ANSWER ALL QUESTIONS.

TYPE OF LICENSE: [CHECK APPROPRIATE SPACES]

<u>LIQUOR:</u>		<u>BEER:</u>		<u>WINE:</u>	
NEW	<input type="radio"/>	NEW	<input checked="" type="radio"/>	NEW	<input checked="" type="radio"/>
RENEWAL	<input type="radio"/>	RENEWAL	<input type="radio"/>	RENEWAL	<input type="radio"/>
TRANSFER	<input type="radio"/>	TRANSFER	<input type="radio"/>	TRANSFER	<input type="radio"/>
MANUFACTURER	<input type="checkbox"/>	MANUFACTURER	<input type="checkbox"/>	MANUFACTURER	<input type="checkbox"/>
WHOLESALER	<input type="checkbox"/>	WHOLESALER	<input type="checkbox"/>	WHOLESALER	<input type="checkbox"/>
PKG. BEER/WINE	<input type="checkbox"/>	PKG. BEER/WINE	<input checked="" type="checkbox"/>	PKG. BEER/WINE	<input checked="" type="checkbox"/>
PKG. DIST. SPIRITS	<input type="checkbox"/>	PKG. DIST. SPIRITS	<input type="checkbox"/>	PKG. DIST. SPIRITS	<input type="checkbox"/>
RETAIL POURING	<input type="checkbox"/>	RETAIL POURING	<input type="checkbox"/>	RETAIL POURING	<input type="checkbox"/>
Restaurant	<input type="checkbox"/>	Restaurant	<input type="checkbox"/>	Restaurant	<input type="checkbox"/>
Package Store	<input type="checkbox"/>	Package Store	<input type="checkbox"/>	Package Store	<input type="checkbox"/>
Dancing/Live Ent	<input type="checkbox"/>	Dancing/Live Ent.	<input type="checkbox"/>	Dancing/Live Ent.	<input type="checkbox"/>
Private	<input type="checkbox"/>	Private	<input type="checkbox"/>	Private	<input type="checkbox"/>
Other	<input type="checkbox"/>	Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

1. Legal Name of Business Malincho Inc

Operating name of the Business Malincho European Market Deli & Cafe

Is the Business a:     proprietorship     partnership     corporation     foreign

2. Location 2800 Spring Rd SE Suite E , Atlanta, GA, 30339      Phone (678) 217-4498

3. Is business within the designated distance of any of the following?

	YES	NO
<b>PACKAGE DISTILLED SPIRITS</b>		
SCHOOL      600 FEET	<input type="radio"/>	<input type="radio"/>
CHURCH/PARK/PUBLIC BUILDING/ LIBRARY/RESIDENCE      300 FEET	<input type="radio"/>	<input type="radio"/>
<b>POURING DISTILLED SPIRITS</b>		
SCHOOL      600 FEET	<input type="radio"/>	<input type="radio"/>
CHURCH/PARK/PUBLIC BUILDING/ LIBRARY/RESIDENCE      200 FEET [BUILDING NO CLOSER THAN 75 FEET FROM PROPERTY LINE]	<input type="radio"/>	<input type="radio"/>
<b>PACKAGE WINE, MALT BEVERAGE</b>		
SCHOOL      600 FEET	<input checked="" type="radio"/>	<input type="radio"/>
CHURCH/PARK/PUBLIC BUILDING/ LIBRARY      300 FEET [EXCEPT GROCERY STORES AS DEFINED BY ORDINANCE]	<input checked="" type="radio"/>	<input type="radio"/>
<b>POURING WINE, MALT BEVERAGE</b>		
SCHOOL      600 FEET	<input type="radio"/>	<input type="radio"/>
CHURCH/PARK/PUBLIC BUILDING/ LIBRARY/RESIDENCE      200 FEET [BUILDING NO CLOSER THAN 75 FEET FROM PROPERTY LINE]	<input type="radio"/>	<input type="radio"/>

4. Full name of Owner Malincho Inc

If a sole proprietor, will you manage the business full time on the premises?  Yes  No

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Are you a Citizen of the United States?  Yes  No Birthplace \_\_\_\_\_

Current Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_ Number of years at present address \_\_\_\_\_

Drivers License Number and State \_\_\_\_\_

What has been your occupation for the past five (5) years? Give detailed list \_\_\_\_\_

If a partnership, attach list showing each partner owning 10% or more, with address, telephone number, date of birth, and social security number.

If a corporation, provide corporate address, phone number & name of Chief Executive Officer Kalin Pentchev

Malincho Inc, 2545 Fire Road, Unit #3, Egg Harbor Twp, NJ 08234, tel: 609-677-6090

Federal Tax ID # 26-1712749 State of Incorporation New Jersey

Is this a new business in Smyrna?  Yes  No If yes, date business will begin in Smyrna \_\_\_\_\_

Is this a transfer or change of ownership?  Yes  No Effective date \_\_\_\_\_

If yes, enclose a copy of the sales contract, closing statement.

Has owner ever had an alcoholic beverage license revoked in Smyrna or other jurisdiction?

Yes  No If yes, attach full details.

5. Full name of Manager (as Applicant) Petya Dontchev

Social Security Number [REDACTED] Date of Birth 02/09/1983

Are you a Citizen of the United States?  Yes  No Birthplace Plovdiv, Bulgaria

Current Address 259 Pine Valley Dr City/State Powder Springs Zip 30127

Home Telephone [REDACTED] Number of years at present address 8

Do you reside in Cobb County?  Yes  No If yes, how long \_\_\_\_\_

Previous address 505 Windmont Dr., Atlanata, GA,30329

Number of years at previous address 2 Drivers License Number and State [REDACTED]

What has been your occupation for the past five (5) years? Give detailed list for the last three and half years I have been working for Malincho Inc as a store manager.

I was a student at Kennesaw State University before that.

Manager's employment date with owner 10/01/2012

Has the manager (as applicant):

(a) Been adjudicated as incompetent or insane, or been deemed to have insufficient mental capacity to conduct the business for which the application is made?  Yes  No

(b) Been discharged from any military service under dishonorable conditions?  Yes  No

(c) Within a five-year period immediately preceding the date of application, been arrested or convicted of violating any laws, ordinances, or regulations regulating such business? (The term "conviction" shall include an adjudication of guilt, a plea of guilty or nolo contendere or the forfeiture of bond when charged with a crime.)  Yes  No

If there was an arrest, are charges still pending?  Yes  No

(d) Within a five-year period preceding the date of application, been convicted for any felony charged under any of the laws of the several states or of the United States?  Yes  No (The term "conviction" shall include an adjudication of guilt, a plea of guilty or nolo contendere or the forfeiture of bond when charged with a crime.) If there was an arrest, are charges are still pending?  Yes  No

(e) Within a three-year period preceding the application, been convicted of more than one misdemeanor, including traffic violations, involving the use or abuse of any alcoholic beverage, opiate or drug?  Yes  No (The term "conviction" shall include an adjudication of guilt, a plea of guilty or nolo contendere or the forfeiture of bond when charged with a crime.) If there was an arrest, are charges still pending?  Yes  No

(f) Been currently placed on parole from any governing authority?  Yes  No

Has any license authorizing the sale of alcoholic beverages at the location for which the present license is sought:

(g) Been declared to be under suspension, at the date the application is filed?  Yes  No

(h) Been revoked within six months of the date that the application is filed?  Yes  No

If yes to any of the above questions, please attach full detail.

7. Do you own the land and building on which this business is to operate?  Yes  No

Date Purchased Amount Paid

If not, list the terms of the lease; including the manner in which the rent is determined, to whom and at what intervals it is paid.

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Attach a copy of the lease and any other pertinent documents.

8. How is the proposed location zoned? GC

Attach copy of zoning certification from the City of Smyrna (Community Development 770-319-5387).

9. If this is an application for an original license, attach proof of adequate parking facilities as per the City of Smyrna zoning requirements (Community Development 770-319-5387).

10. Do you, your spouse, any family members, or any of the other owners, partners, or stockholders have an interest in a retail liquor store(s)?  Yes  No If so, state the number of stores and where each store is located.

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11. Have you, your spouse, partner or stockholder any financial interest in the wholesale liquor business?  Yes  No  
If yes, give details.

But not in the state of GA. Alina Pentchev, spouse of Kalin Pentchev, has interest in a wholesale liquor business in IL

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12. If this is a previously licensed location, give the amount of alcohol sales for the previous (12) months and state the dates used in computing the gross sales. Indicate gross sales for beer, wine and liquor separately.

N/A

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13. Please initial here that you have received a copy of the City of Smyrna Alcoholic Beverage Ordinance P.D

14. Are you familiar with the City of Smyrna ordinances and state and federal laws and regulations governing the operation of this type of business?  Yes  No

15. Are you aware you are required to apply for a State license?  Yes  No  
Contact the Georgia Department of Revenue Alcohol Division at 404-417-4900.

**CITY OF SMYRNA  
BUSINESS LICENSE DEPARTMENT  
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE  
Phone (678) 631-5321 Fax (770) 431-2814  
Web site: www.smyrnacity.com**

GEORGIA, COBB COUNTY

I, Petya Doutchev, BEING DULY SWORN TO LAW, DO SWEAR THAT THE STATEMENTS MADE BY ME IN THE ABOVE AND FOREGOING APPLICATION ARE TRUE, AND NO FALSE, OR FRAUDULENT STATEMENT IS MADE HEREIN AND SUCH STATEMENTS WERE MADE IN ORDER TO PROCURE THE GRANTING OF A LICENSE.

Petya Doutchev  
Signature of Owner (type name before signing)

\_\_\_\_\_  
Signature and title of person other than Owner completing this application

Phone Number: Work: \_\_\_\_\_ Home: \_\_\_\_\_

\_\_\_\_\_  
Signature of Managing Applicant (type name before signing)

\_\_\_\_\_  
Signature and title of person other than Applicant completing this application

Phone Number: Work: \_\_\_\_\_ Home: \_\_\_\_\_

Sworn to and subscribed before me

This 23 day of Mar 2016

Notary Public [Signature]

**FINGERPRINTED AT SMYRNA POLICE DEPARTMENT:**

MARLA RIBUSS

MARCH 23, 2016  
Date

**RECEIVED IN CITY OF SMYRNA BUSINESS LICENSE DEPARTMENT BY:**

[Signature]

3/23/16  
Date

# CERTIFICATE OF ATTENDANCE

This certificate is awarded to

Dontchev, ~~Petya~~  
Malincho Inc.  
2800 Spring Rd., Ste E  
Atlanta, GA 30339



**EVINDI**

**INCORPORATED**

For satisfactory completion of Evindi, Inc.'s

**Responsible Alcohol Sales & Service Workshop (3 hrs.)**



Michele L. Stumpe, President of Evindi, Inc.

4-6-16

Date

This workshop has been approved to satisfy the following alcohol ordinance requirements:  
Cobb County; City of Kennesaw; City of Roswell; Cherokee County; City of Powder Springs;  
Douglas County; City of Holly Springs; City of Sandy Springs; City of Johns Creek; Forsyth  
County; City of Smyrna, Fayette County Rockdale County and Spalding County

Certificate to be posted in conspicuous location at licensed premises.



David M. Lee  
Chief of Police

## CITY OF SMYRNA POLICE DEPARTMENT

2646 Atlanta Rd SE  
Smyrna, GA 30080

770-434-9481  
[www.smyrnacitypolice.com](http://www.smyrnacitypolice.com)



Robert Harvey  
Deputy Chief

Date: March 28, 2016

To: Mike Jones, City Administrator

From: David Lee, Chief of Police

Lt. Rick James, Office of Professional Standards

A handwritten signature in black ink, appearing to read "LT. R. JAMES" with "4/10" written below it.

Subject: Application for Alcoholic Beverage License

Applicant: Petya Dontchev

This applicant, Ms. Petya Dontchev, is the regional manager of the business listed below and has submitted an application with the business license office to obtain an alcoholic beverage license issued to **2800 Spring Road SE Ste. E Smyrna, GA 30080**.

The business name is **Malincho European Market Deli & Cafe**.

The business is incorporated under the name **Malincho, Inc**.

A criminal history was conducted on this applicant. There is nothing in his criminal history that would prohibit her from holding the license as long as she meets all the other requirements of the ordinances that regulate this type of business.

CC: Terri Graham, City Clerk

Jim Cox, Business License

File

CITY OF SMYRNA

PRIVILEGE LICENSE APPLICATION SUMMARY

DATE: 04/27/2016 MAYOR & COUNCIL: 05/16/2016

TYPE OF LICENSES REQUESTED: BEER & WINE (RETAIL PACKAGE)

NEW APPLICATION: YES OWNERSHIP YES AGENT YES

NAME OF BUSINESS: MALINCHO INC. dba MALINCHO EUROPEAN  
DELI & CAFE

PLACE OF BUSINESS: 2800 SPRING ROAD STE E  
ATLANTA, GA 30339

AGENT: PETYA DONTCHEV

HOME ADDRESS: 259 PINE VALLEY DR  
POWDER SPRINGS, GA 30126

CITIZENSHIP YES

POLICE REPORT: DATE REQUESTED 03/23/16 RECEIVED 03/28/16

RESULTS: INVESTIGATION FAILED TO REVEAL INFORMATION THAT WOULD  
PRECLUDE ISSUANCE OF THIS LICENSE

TYPE OF BUILDING MASONRY

DISTANCE MET: SCHOOL YES CHURCH YES LIBRARY YES PARK YES

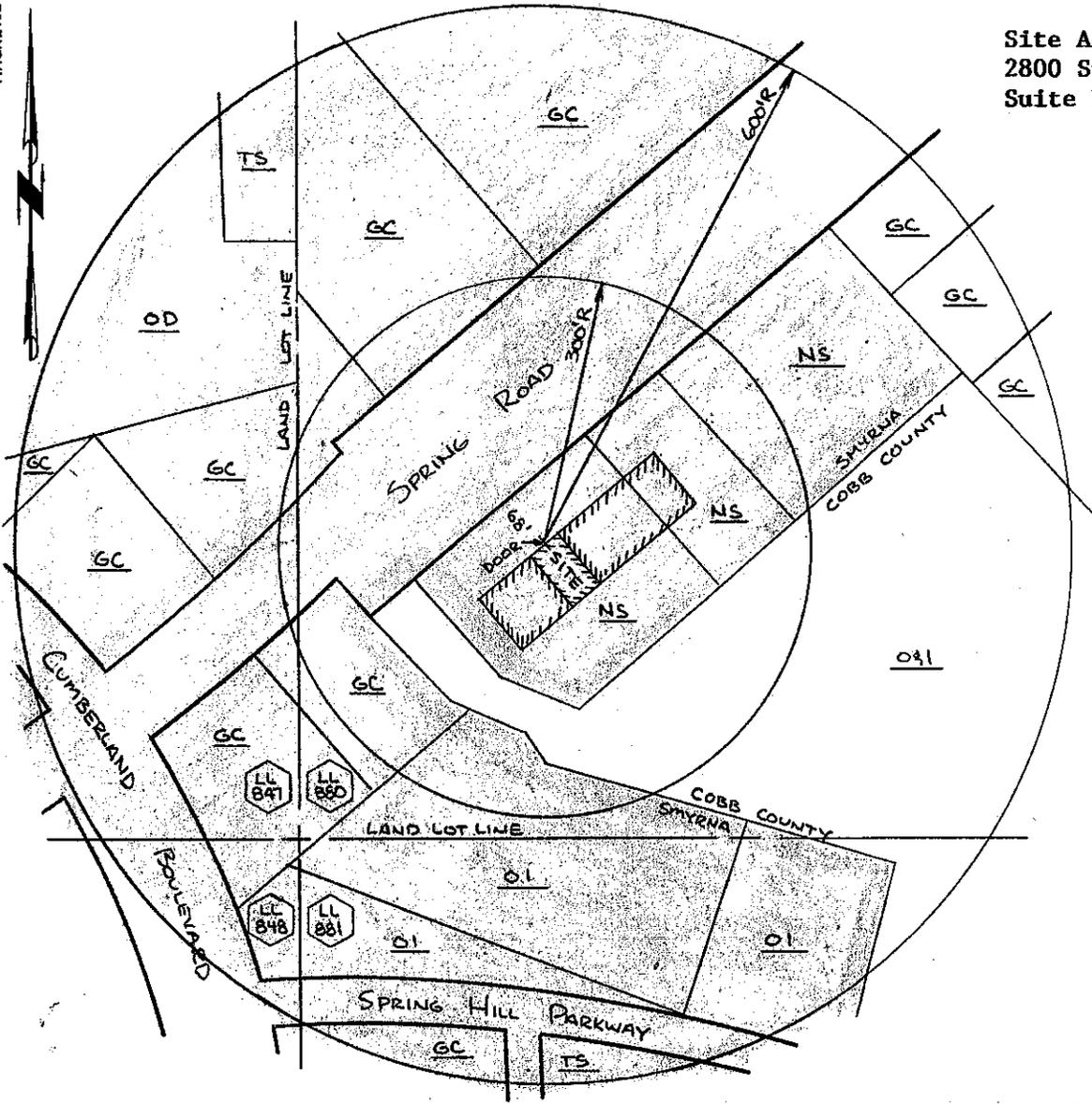
SURVEY FURNISHED: YES

ADVERTISED: 05/06/2016 & 05/13/2016

COMMENTS: TAXES PAID (MH 4/27/16)  
CUSTOMER AWARE NO POURING OF ALCOHOL ON PREMISES

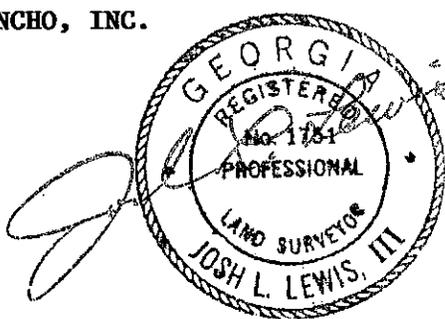
MAGNETIC

Site Address-  
2800 Spring Road  
Suite E



The following distances were measured according to City of Smyrna code:  
 CHURCH- 1200' to Cumberland Community Church, @ 3110 Sports Avenue.  
 SCHOOL- 2800' to Argyle Elementary School, @ 2420 Spring Road.  
 PARK- 3500' to Jonquil Park, @ 3000 Park Road.  
 LIBRARY- 12900' to Smyrna Library, @ 100 Village Green Circle.  
 PUBLIC BUILDING- 2900' to Fire Station #3, @ 2028 Park Road.  
 There are no private residences within 600' of this site.  
 There are no alcohol treatment centers, nor day nurseries with accredited pre-K within 600' of this site.

City of Smyrna Beer and Wine Package Sales Survey for:  
**MALINCHO, INC.**



DATE: 4-19-2016	SCALE: 1" = 200'	0 100 200 400 GRAPHIC SCALE IN FEET	
DRAWN BY: GD			
LAND LOT 880	17th DISTRICT	2nd SECTION	
COBB COUNTY	GEORGIA		
<b>GEORGIA LAND SURVEYING CO.</b> 155 CLIFTWOOD DRIVE, ATLANTA, GA 30328 PH (404)255-4671 FAX (404)255-6607 WWW.GLSURVEY.COM			<b>196083</b>

LEASE AGREEMENT

This LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into as of this 1 day of August 2012, by and between NILHAN DEVELOPERS, LLC, A Georgia Limited Liability Company (hereinafter referred to as the "Landlord") having an address of 5875 Peachtree Industrial Boulevard, Suite 340, Norcross, Georgia 30092, and Malincho, Inc. (hereinafter referred to as the "Tenant") having an address of 2800 SPRING ROAD, STE E, ATLANTA, GEORGIA 30339

Subject to the terms, conditions and covenants hereinafter set forth, the parties hereto hereby agree as follows:

- (1) **Description of the Leased Property.** Landlord hereby leases to Tenant approximately 2561 square feet of space in that certain shopping center located at Suite E located at 2800 Spring Road, Atlanta, Cobb County, Georgia ("Emerson Center"), which property is more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises").
- (2) **Term.** Provided all improvements by Landlord (Exhibit D) are completed before Commencement Date, the term of this Lease shall be thirty nine (39) months, commencing on October 1, 2012 "Commencement Date," unless sooner terminated as herein provided (hereinafter referred to as the "Lease Term"). Rent for said initial Term shall be at the rate stated below.
- (3) **Base Rental.** The base rental ("Base Rental") to be paid for the Leased Premises during the first year of the Initial Term shall be Thirty Thousand Seven Hundred Thirty Two and 00/100 (\$30,732.00) dollars annually, payable in equal monthly installments of Two Thousand Five Hundred Sixty One and 00/100 (\$2,561.00) per month. Throughout the Lease Term, Base Rental due hereunder shall be payable in advance on the first day of each month thereof. The monthly payments of rent to be paid during the remainder of the Initial Term are set forth on Exhibit "B" attached hereto and made a part hereof. A prorata monthly rental installment shall be due on the first and last day of the Lease Term, should the Lease Term begin or end on other than the first and last day of the calendar month. The first rental payment hereunder shall be due on the Commencement Date of the Lease.
- (4) **Additional Rent.** In addition to Base Rent, Tenant agrees to pay Two Hundred Eighty and 55/100 (\$280.55) each month for the three year lease term for improvements provided by Landlord (Exhibit D). If tenant chooses to terminate this Lease after a One Year Period, Tenant agrees to pay for unamortized portion of \$10,100.
- (5) **Security Deposit.** Tenant agrees to pay Landlord the sum of \$2,561.00, which shall be held as a security deposit ("Security Deposit") until the expiration of the later of the Initial Term or any Extension Period thereof. Landlord shall have the unrestricted right to use such sum at Landlord's sole discretion. Landlord shall hold the Security Deposit without liability for interest thereon and as security for the full and faithful performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered as an advance payment of rent or a measure of the damages which would be suffered by Landlord in the case of a default by Tenant. Landlord may commingle the Security Deposit with Landlord's other funds. If Landlord transfers its interest in the Leased Premises during the Lease Term, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability to Tenant for the return of such Security Deposit. As additional security for the performance of Tenant's obligations under this Lease, Tenant agrees to furnish to Landlord, at Landlord's request but not more often than every three months from the Commencement Date of this Lease, a copy of Tenant's current financial statement and other relevant information which Landlord might request from Tenant to assist in the enforcement of any and all rights Landlord may have in this Lease or any other contract or agreement between the parties hereto. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Tenant within thirty (30) days after the expiration or earlier termination of this Lease and after delivery of possession of the Leased Premises to Landlord in accordance with the terms hereof.
- (6) **Rental Payments.** All rental payments due hereunder shall be paid without further notice at the office of the Landlord as set forth above, or at such other place as Landlord may designate in writing to Tenant from time to time, without any right of offset or deduction. If Tenant fails to pay any rent or additional charges due hereunder within fifteen (15) days of the date the same is/are due and payable, such unpaid amounts will be subject to a late payment charge equal to Five (5%) percent of the unpaid amounts. This late payment charge is intended to compensate Landlord for the additional administrative costs resulting from Tenant's failure to make rent payments in a timely fashion, and has been agreed upon by Landlord and Tenant, after negotiation, as a reasonable estimate of the additional administrative costs which will be incurred by Landlord as a result of such failure by Tenant. This late payment charge will constitute liquidated damages and will be paid to Landlord together with such rent as is otherwise due hereunder. Landlord shall not be obligated to accept any late rental payment which is not accompanied by the required late charge. The payment of this late charge shall not constitute a waiver by Landlord of any default by Tenant under this Lease.
- (7) **Operating Expenses, Taxes & Assessments.** Tenant agrees to pay its Proportionate Share of the Shopping Center's operating expenses ("Operating Expenses"). Operating Expenses are the amounts paid or payable in connection with the management, maintenance, repairs and operation of the Shopping Center, including, but not limited to, landscaping; sprinklers; security; repaving and re-striping parking lots; cost of public utilities; liability and property damage insurance; roof and other repairs; lighting; personnel to implement services, direct parking and police the Shopping Center, all costs, charges and expenses incurred by Landlord in connection with any charge of any company providing utility services, including, without limitation, maintenance, repair, installation and service costs associated therewith; and fifteen percent (15%) percent of all the foregoing costs for Landlord's administrative and overhead costs. ON an annual or other basis, Landlord shall mail to Tenant a statement of Operating Expenses and a calculation of Tenant's Proportionate Share thereof. Tenant shall pay to Landlord for Tenant's Proportionate Share, less any payment of Estimated Operating Expenses Charges for the fiscal period to which such expenses apply, within ten (10) days after receipt thereof. Tenant's obligations shall be prorated to account for any fractional portion of a fiscal period included in the term of its Lease. Tenant shall also pay to Landlord, on the first day of each calendar month, commencing on the Lease Commencement Date and continuing through the term of the Lease, the Operating Expenses, as they may be adjusted from time to time.

Tenant agrees to pay its Proportionate Share of all property taxes and assessments of any nature whatsoever levied or charged against the Leased Premises, and any personal property or inventory located thereon or therein during the Lease Term. Tenant's Proportionate Share of taxes will be based on the increase over the base year 2012. Without limitation to the foregoing, Tenant agrees to pay the following:

(a) Tenant's proportionate share of increase in real and personal property taxes over the base year 2012 in which the Lease begins throughout the lease term.

Tenant shall be obliged to pay only those installments which are due and payable during the Lease Term.

The Operating Expenses, Taxes & Assessments for the first Lease year will be \$4.28 psf.

USA

Georgia

LIMITED-TERM  
DRIVER'S LICENSE



DL NO. [REDACTED] 008-02/09/1983  
CLASS C EXP 04/27/2018

PETYA ATANASOVA  
DONTCHEV

259 PINE VALLEY DR  
POWDER SPGS, GA 30127-5183  
PAULDIN

Restrictions A End NONE  
Iss 09/18/2015

Sex F Eyes BRO  
Hgt 5'-02" Wgt 135 lb

DD | 247615446100043688

*Jkt*