



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, November 14, 2023

1:00 PM

PUBLIC SERVICES

- 1. New Location: A.N. 23-12:** A request Henry Scheer for a consumption on premise **Beer & Wine License** and a retail package **Beer & Wine License** to be used in connection with Mally's Market located at 2860 Washington Rd. District 7. Super District 10.
- 2. Discussion:** A request by Planning & Development to renew the existing **Alcohol Licenses** in Augusta. There will be **Sunday Sales, Dance, Arcades, Wholesale, Alcohol Catering, and an Adult Bookstore.**
- 3. Discussion:** Approve by resolution the designation of **Sunday February 11, 2023**, as the Sunday designated for Bars to be open for Sunday Bowl Sunday.
- 4. New Location: Massage Operator:** A request by Michael Martin for a Massage Operator's License to be used in connection with **The Athletic Standard** located at **211 Hudson Trace**. District 7. Super District 10.
- 5. New Location: Address Change Only:** A request by Zhi Ye for a change of address for **Ye's Massage** from **3435 Wrightsboro Rd** to **1912 Walton Way**. District 1. Super District 9.
- 6.** Receive as information potential updates to the Alcohol Ordinance and the department is to incorporate the Commission's preferences into the draft within 45 days.
- 7.** Motion to Approve Aviation Fuel Supplier Contract with Ascent Aviation Group, Inc. Approved by the Augusta Aviation Commission on October 26, 2023. RFP 23-246 Aviation Fuel Supply Agreement terms: (3) three-year agreement with (2) two one-year renewable options.
- 8.** Motion to Approve the Purchase of Three (3) Golf Carts from Mr. Golf Carts in the amount of \$36,870.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-222
- 9.** Motion to Approve the Purchase of One (1) Baggage Tractor from Aero Specialties, Inc. in the amount of \$58,490.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-225
- 10.** Motion to Approve the purchase of one (1) Towbarless Aircraft Tug from JBT Lektro, Inc. for the amount of \$136,437.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-202
- 11.** Motion to Approve increasing the Augusta Regional Airport 2023 budget in the amount of \$1,000,000 for October, November, and December aircraft fuel expense.
- 12.** A motion to approve a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program.

13. A motion to approve the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.
14. A motion to approve the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.
15. A motion to approve the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.
16. Motion to approve the minutes of the Public Services Committee held on October 31, 2023.



Public Services Committee Meeting

November 14, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Location: A.N. 23-12: A request Henry Scheer for a consumption on premise Beer & Wine License and a retail package Beer & Wine License to be used in connection with Mally's Market located at 2860 Washington Rd. District 7. Super District 10.
Background:	This is a New Location. Alcohol was approved at the March 29, 2023 meeting, unable to open due to construction delays. Sec 6-2-73: Cancellations of Licenses
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of \$2,600.00
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-12

Application Type: Consumption on Premise Beer & Wine and Retail Package Beer & Wine

Business Name: Malley's Market

Hearing Date: November 14, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Henry Scheer*

Property Owner: M.J. Properties of Augusta LLC

Address of Property: 2860 Washington RD

Tax Parcel #: 012-0-092-01-0

Commission District: District: 7 Super District: 10

Background: New Location (Unable to open due to construction, within time allowed)
Sec.6-2-73 Cancellation of Licenses

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-1/B-2 (Neighborhood Business-General Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Beer & Wine and Retail Package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed is a New Location.**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation.** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$2,600.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

COPY

Augusta-Richmond County Planning & Development Department
1803 Marvin Griffin Road
Augusta, GA. 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business MALLY'S MARKET
2. Business Address 2860 Washington Rd.
3. City AUGUSTA State GA. Zip 30909
4. Business Phone (706) 294-6157 Home Phone (706) 294-6157
5. Applicant Name and Address: Henry Richard Scheer
2710 Downing St.
Augusta GA 30909
6. Applicant Social Security # _____ O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 2860 Washington Rd Zoning _____
9. Location Manager(s) Henry Scheer
Tom Jastram
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 2022
12. Mailing Address:
Name of Business Mally's Market
Attention Tom Jastram
Address 2860 Washington Rd
City/State/Zip Augusta Ga. 30909
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: MALLY'S MARKET + RESTAURANT
List name and other required information for each person having interest in this business.

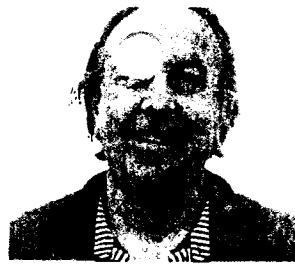
Name	Position	SSNO#	Address	Interest
Henry Scheer	Owner		2710 Downing St.	50
Tom Jastram	Owner		165 Bohannon Rd SE WAY APPL 6 GA	50

15. What type of business will you operate in this location?
☒ Restaurant - Full () Lounge () Convenience Store
() Restaurant - Limited () Package Store () Hybrid
() Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		X	X		
Consumption on Premises		X	X		
Wholesale					

Total License Fee: \$ _____
Prorated License Fee: (After July 1 ONLY) \$ _____

16. Have you ever applied for an Alcohol Beverage License before: yes
If so, give year of application and its disposition: 7/6/02 2008
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes () No If so, please initial T.J.



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
1177 Southgate Dr Charleston SC 29407
Homegrown Hospitality - Charleston SC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Homegrown Hospitality + TMJH
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcoholic beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, _____
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

[Signature]
Applicant Signature

I hereby certify that Henry Scheer is personally known to be,
That he/she signed his/her name to the forgoing allocation stating to me that he/she knew
and understood all statements and answers made herein, and, under oath actually
administered by me, has sworn that said statements and answers are true.
This 20 day of January, in the year 2023.

[Signature]
Notary Public

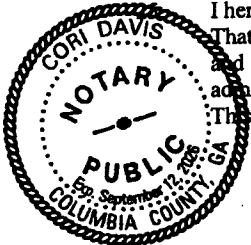
FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____.
(Approved, Disapproved) the forgoing application

Administrator

Date





Public Services Committee Meeting

November 14, 2023

Alcohol Renewals 2024

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Discussion: A request by Planning & Development to renew the existing Alcohol Licenses in Augusta. There will be Sunday Sales, Dance, Arcades, Wholesale, Alcohol Catering, and an Adult Bookstore.
Background:	This is the Annual Renewal for the 2024 year.
Analysis:	The applicants meet the requirements for the renewal of their current Alcohol Licenses for the 2024 year.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	APPROVE
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A




PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

MEMORANDUM

TO: Garnett Johnson, Mayor
Brandon Garrett, Mayor Pro Tem
Augusta, Georgia Commissioners
Takyah Douse, Interim Administrator

FROM:  Carla Delaney, Planning & Development Department Director

DATE: November 7, 2023

RE: Renewal of the Alcohol, Sunday Sales, Dance, Arcade, and Wholesalers Licenses for the Year 2024.

Enclosed is a copy of the arcade, dance and alcohol Beverage License Book to be renewed for the year 2024.

CD/PSM

2023

ALCOHOL LICENSES

TO BE RENEWED FOR 2024



Prepared by: Planning and Development Department

Carla Delaney, Director

1803 Marvin Griffin Road

Augusta, GA. 30906



Public Services Committee

November 14, 2023

Super Bowl Sunday

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Discussion: Approve by resolution the designation of Sunday February 11, 2023 , as the Sunday designated for Bars to be open for Sunday Bowl Sunday.
Background:	The City of Augusta's Ordinance provides that by resolution that the Commission can designate one Sunday a calendar year that Bars can be open. Section 6-2-77 (3a)
Analysis:	The following dates have been approved in the past: Super Bowl Sunday February 2, 2020, Super Bowl Sunday February 7, 2021, Super Bowl Sunday February 13, 2022, Super Bowl Sunday February 12, 2023.....The proposed date to select is super Bowl Sunday February 11, 2024
Financial Impact:	Each Bar choosing to be open will pay between \$100.00 - \$325.00 for the One Day Sunday License
Alternatives:	Do Not Approve
Recommendation:	Approve
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



**Public Service Committee Meeting
11/14/2023
Bars to Open on Super Bowl Sunday 2024**

Department: Planning & Development Department

Presenter: Julietta H. Walton, Customer Service & Business License Manager

Caption: Approve by resolution the designation of one Sunday during the calendar year 2023 that bars can be open as provided in the Augusta Alcohol Ordinance, Section 6-2-77 (3a).

Background: The Alcohol Ordinance provides that by resolution the Commission can designate one Sunday a calendar year that bars can be open.

Analysis: The following dates have been approved in the past:
Super Bowl Sunday February 2, 2020, Super Bowl Sunday February 7, 2021, Super Bowl Sunday February 13, 2022, Super Bowl Sunday February 12, 2023.....
The proposed date to select is **Super Bowl Sunday February 11, 2024.**

Financial Impact: Each Bar choosing to be open will pay between \$100.00 - 325.00 for the One Day Sunday License.

Alternatives: Do not approve

Recommendation: Approve

**Funds available
In the following
accounts.**

REVIEWED AND APPROVED BY:
Finance.
Law.
Administrator.
Clerk of Commission.

RESOLUTION

RESOLUTION AUTHOIRIZING BARS TO BE OPEN ON ONE SUNDAY IN THE
CALENDAR YEAR

WHEREAS, the Augusta, Georgia Commission (the Commission) has determined that in accordance with the Official Code of Georgia Annotated Section 3-3-37, bars will be authorized to sell alcoholic beverages for consumption on the premises on one designated Sunday in the calendar year; and

WHEREAS, the Commission approved amendments to the Augusta Alcohol Ordinance that allows for Sunday Sales Single Event for bars upon resolution by the Commission designated the date; that provides the hours of sale for alcoholic beverages; that provides the hour that premises is to be vacated; and that provides the associated fee; and

WHEREAS, it is necessary and appropriate for a resolution to be adopted by the Augusta Commission designating the calendar date for the year 2023 that bars can be open;

NOW THEREFORE, BE IT RESOLVED BY THE AUGUSTA, GEORGIA COMMISSION.

Sec. 1: The Commission designates February 11th as the Sunday for year 2024 that bars can apply for the Sunday Single Sales Event license.

Duly adopted by the Augusta Commission this _____ day of _____, 2023

Attest:

Lena J. Bonner, Clerk of Commission

Seal:

CERTIFICATION

The undersigned Clerk of Commission, Lena J. Bonner, hereby certifies that the foregoing Resolution was duly adopted by the Augusta, Georgia Commission on _____, 2023 and that such Resolution has not been modified or

rescinded as of the date hereof and the undersigned further certifies that attached hereto is a true copy of the Resolution which was approved and adopted in the foregoing meeting(s).

Lena J. Bonner, Clerk of Commission



Public Services Committee Meeting

November 14, 2023

Massage Operator

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Location: Massage Operator: A request by Michael Martin for a Massage Operator's License to be used in connection with The Athletic Standard located at 211 Hudson Trace . District 7. Super District 10.
Background:	This is a New Location
Analysis:	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
Financial Impact:	The applicant will pay a fee of \$120.00, and a fee based on estimated gross revenue.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: Discussion

Application Type: Massage Operators License

Business Name: The Athletic Standard

Hearing Date: November 14, 2023

Report Prepared By: Julietta H. Walton, Customer Service Manager and Business License

Applicant: *Michael Martin*

Property Owner: Wayne Works Marine, LLC

Address of Property: 211 Hudson Trace

Tax Parcel #: 012-1-135-04-0

Commission District: District: 7 Super District: 10

Background: This is New Location

ANALYSIS: Location restrictions:

- **Zoning:** B-1 (Neighborhood Business)

LICENSE REQUIRED:

- Any person desiring to own, operate, conduct, or carry on, in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this chapter is not authorized or licensed to actually perform the massage therapy on customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person, employed or otherwise engaged by a massage therapy business to perform massage therapy on members of the public shall, prior to engaging in such activity, have in such person's possession, a then current massage therapy license issued by the Augusta-Richmond County Commission. A licensee holding a massage therapy is not licensed to own, operate, conduct, or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta, but which sends a massage therapist into Augusta to provide massage therapy on an outcall basis, must possess an operator's license. Any person providing massage on an outcall basis must possess a massage therapy license.

Qualifications for operator's license: § 6-4-3

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to a criminal background
- No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law. Within ten years prior to filing date of application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two years to filing the application for an operator's license.
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears the Augusta Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted

FINANCIAL IMPACT: The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License, administrative fee and a fee based on estimated gross revenue reported.

RECOMMENDATION: The Planning & Development approved the application subject to additional information not contradicting applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Massage Therapy Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



AUGUSTA RICHMOND COUNTY
PERSONNEL STATEMENT
1815 MARVIN GRIFFIN ROAD
AUGUSTA GA 30906

Item 4.

1) Full Name of Applicant: Michael Glenn Martin

2) Home Address: 4063 Briarwood Dr Augusta GA 30907

3) Telephone #: 706 SS#: _____ Date of Birth: _____

High School Diploma: Yes ☒ No _____ or GED: Yes _____ No _____

4) Trade name of Business of which personnel statement is a part of: The Athletic Standard

5) Business Address: 211 Hudson Trace Augusta, GA 30907

6) Business Telephone: 706

7) Position of Applicant in Business: Owner

8) Other names use by applicant: maiden name, names used in former marriages, alias, stagename, and or nicknames _____

9) Place of Birth: Augusta, GA U.S. Citizen ☒ Yes () no

Naturalized: _____ Date, Place and Court: _____

Certification No: _____

10) Martial Status: ☒ Married () Divorced () Separated () Widowed () Single ()

11) If married, divorced, or widowed, complete the information requested below.

Full name of spouse: Brittany Horton Martin SS# _____

12) Applicants: Height: 6'1" Weight: _____ Age: _____

Color Hair: Blonde Color Eyes: Blue

13) Employment Records: (Give most recent experience first. If self-employed, give details.)

From		To		Occupation and Description of Duties Performed	Salaries Received	Employer	State	Reason for Leaving
Month	Year	Month	Year					
2	2021	Current		Corrective Exercise specialist		K2 Motion	GA	N/A
6	2019	5	2020	Pest Control		Mountainview	SC	Poor Work Environment



14) List in reverse chronological order all of your residence for the past ten years.

Month	From		Street	City	State
	Year				
10	2021		4063 Briarwood Dr	Augusta	GA
2	2019		4246 Deerwood Ln	Evans	GA

15) References: Give three personal references, not relatives, former employers, fellow employees, or school teachers, who are responsible, reputable, adults, business or professional men or women, who have known you well during the past five years. (Name, residence, business, address, and number of years known).

Worrey Hill 4063 211 Hudson Trace Augusta, GA 706 251 5590 8 years
 Serry Pickens Culbreath Dr, Evans, GA 706 564 3531 23 years
 Was Adams 706 446 5901 15 years

16) Military service: (Serial numbers, branch of service, period of service, type of discharge)

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county or municipal law, regulation or ordinance? (Do not include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition. 2007 shoplifting, 2008 Disorderly Conduct - Augusta
 2011 Misdemeanor possession Augusta

18) Attach two (2) copies of driver's license and or picture I.D. to application.

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

VERIFICATION

State of Georgia Richmond County

Michael Martin do solemnly swear, subject to the penalties of false swearing that the statements and answers made by me as the applicant in the foregoing personnel statement are true.

[Signature]
 Applicant's signature (Full name in ink)

I hereby certify that Michael Martin (the above signed person) is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statement and answers made therein, and, under oath

This 20th day of June in the year 2023

[Signature]
 Notary Public

Sheriff Department Approval _____ Disapproval _____

L G Cosby
 NOTARY PUBLIC
 Richmond County, GEORGIA
 My Commission Expires
 04/05/2026



Public Services Committee Meeting

November 14, 2023

Massage Operator (Address Change)

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Location: Address Change Only: A request by Zhi Ye for a change of address for Ye's Massage from 3435 Wrightsboro Rd to 1912 Walton Way . District 1. Super District 9.
Background:	This is an Existing Location Massage Operator.
Analysis:	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
Financial Impact:	The applicant will pay a fee of \$120.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Item 5.

Case Number: Discussion

Application Type: Massage Operators License

Business Name: Oriental Acupressure dba Ye's Massage

Hearing Date: November 14, 2023

Report Prepared By: Julietta H. Walton, Customer Service Manager and Business License

Applicant: Zhi Ye

Property Owner: Zhi Ye ROS

Address of Property: 1912 Walton Way

Tax Parcel #: 035-3-417-00-0

Commission District: District: 1 Super District: 9

Background: This is New Location (Moving from 3435 Wrightsobor Rd)

ANALYSIS: Location restrictions:

- **Zoning:** B-1 (Neighborhood Business)

LICENSE REQUIRED:

- Any person desiring to own, operate, conduct, or carry on, in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this chapter is not authorized or licensed to actually perform the massage therapy on customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person, employed or otherwise engaged by a massage therapy business to perform massage therapy on members of the public shall, prior to engaging in such activity, have in such person's possession, a then current massage therapy license issued by the Augusta-Richmond County Commission. A licensee holding a massage therapy is not licensed to own, operate, conduct, or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta, but which sends a massage therapist into Augusta to provide massage therapy on an outcall basis, must possess an operator's license. Any person providing massage on an outcall basis must possess a massage therapy license.

Qualifications for operator's license: § 6-4-3

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to a criminal background
- No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law. Within ten years prior to filing date of application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two years to filing the application for an operator's license.
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears the Augusta Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted

FINANCIAL IMPACT: The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License, administrative fee and a fee based on estimated gross revenue reported.

RECOMMENDATION: The Planning & Development approved the application subject to additional information not contradicting applicant's statements.
The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Massage Therapy Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

PERSONNEL STATEMENT
1803 MARVIN GRIFFIN ROAD
AUGUSTA, GA. 30906

- 1) Full Name of Applicant: Zhi Ye
- 2) Home Address: 208 Windsong Circle, Augusta, GA 30907
- 3) Telephone #: 770 SS# Date of Birth
- High School Diploma: Yes ☒ (MD) No ☐ or GED: Yes ☐ No ☐
- 4) Trade name of Business of which personnel statement is a part of:
Oriental Acupressure LLC- DBA Ye's Massage
- 5) Business: 1912 Walton Way Augusta GA 30909
- 6) Business Telephone: (706)-306-9012
- 7) Position of Applicant in Business: Owner
- 8) Other names used by applicant: maiden name, names used in former marriages, alias, stage name and/or nicknames Yenny
- 9) Place of Birth: P.R. China, Anhui, Lujiang U.S. Citizen (☒ yes () no
- Naturalized: Date, Place and Court:
- Certification No:
- 10) Martial Status: () Married (x) Divorced () Separated () Widowed () Single
- 11) If married, divorced, or widowed, complete the information requested below.
- Full name of spouse: Jianshe Liu SS#
- 12) Applicants: Height: 6ft4inch Weight: Age:
- Color Hair: black Color Eyes: Black

13) Employment Records: (Give most recent experience first. If self-employed, give details)

From		To		Occupation and Description of Duties Performed	Salaries Received	Employees	State	Reason for Leaving
Month	Year	Month	Year					
04	2007	up to now		self-employed	00		GA	not leaving
10	2006	04	2007	unemployment		nth	GA	was layoff
01	2005	09-	2006	SAS Programmer		years	GA	was layoff
04	2004	10	2004	SAS Programmer			PA	end of contract
10	2003	04	2004	unemployment		nth	GA	was layoff
11	1999	10	2003	SAS Programmer		ear	GA	Was Layoff

14) List in reverse chronological order all of your residence for the past ten years.

From		Street	City	State
Month	Year			
04/2017	up to now	208 Windsong Circle	Augusta	GA
05/2000	04/2017	4300 Roswell road NE	Atlanta	GA

15) References: Give three personal references, not relatives, former employers, fellow employees, or school teachers, who are responsible, reputable, adults, business or professional men or women, who have known you well during the past five years. (Name, residence, business, address, and number of years known).

James Hunt 5981 hunt road Harlem, GA 30814. 5 years

Qing Zhong 4144 Stonegate Dr. Evans, GA 30809 30 years

Yuxia Feng 1615 Greenway Dr. Augusta, GA. 30909

16) Military service: (Serial numbers, branch of service, period of service, type of discharge)

No

17) Have you ever been arrested, or held by Federal, State, or other law enforcement authorities, for any violations of any federal, state, county, or municipal law, regulation or ordinance? (Do not include traffic violations, unless they are offenses pertaining to alcohol or drugs, such as driving under the influence.) All other charges must be included even if they were dismissed: Give reason charged or held, date, place where charged and disposition. No.

18) Attach two (2) copies of driver's license and or picture I.D. to application.

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

VERIFICATION

State of Georgia Richmond County

Zhi Ye do solemnly swear, subject to the penalties of false swearing that the statements and answers made by me as the applicant in the foregoing person are true.

[Signature]
Applicant's signature (Full name in ink)

I hereby certify that Zhi Ye
(the above signed person) is personally known to me, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made therein, and, under oath.

This 26 day of October in the year 2023.

[Signature]
Notary Public

Sheriff Department Approval NA Disapproval NA

JONATHAN E. SHEETS
NOTARY PUBLIC
Columbia County
State of Georgia
My Comm. Expires June 8, 2026



Public Services Committee

Meeting Date: October 31, 2023

Potential Alcohol Ordinance Updates

Department:	Planning & Development Department
Presenter:	Carla Delaney and/or Julietta Walton
Caption:	Potential Updates to the Alcohol Ordinance
Background:	March 21, 2023, Item #11 on the agenda authorized Planning & Development to draft potential updates to the alcohol ordinance and occupational tax.
Analysis:	The ordinance has been updated on an as-needed basis but there are areas in need of clarification and expansion of some options so that we can accommodate current business models. A holistic review and approach to the alcohol licensing and permitting process based on the Georgia Department of Revenue Standards plus comparable cities prompted the proposed revision to the document.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Receive as information and the department is to incorporate the commissions' preferences into the draft within 45 days.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

ALCOHOL ORDINANCE



ALCOHOLIC BEVERAGES

**ARTICLE 1
IN GENERAL****Sec. 6-2-1. Purposes.**

This Chapter has been enacted in accordance with a plan designed for the purposes, among others, of promoting the health and general welfare of the community, to establish reasonable and ascertainable standards for the regulation and control of the licensing and sale of alcoholic beverages and operation of bottle houses, to protect and preserve schools and churches, to give effect to existing land use and to preserve certain residential areas, with reasonable consideration, among others, to the character of the areas and their peculiar suitability for particular uses, the congestion in the roads and streets, and with a general view of promoting desirable living conditions and sustaining stability of neighborhood and property values, and to protect against the evils of concentration of the retail outlets for whiskey in one (1) family or to prevent undesirable persons from engaging in or having any interest in alcoholic beverages.

Sec. 6-2-2. Definitions.

The following are definitions of terms as used in this Chapter:

(a) *Alcohol*. Ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

(b) *Alcoholic beverage*. Alcoholic beverage includes all drinks or beverages containing alcohol, including, but not limited to, distilled spirits, beer, malt beverage, wine or fortified wine.

(c) *Alcoholic Treatment Center*. Any state owned or state operated hospital, community mental health center, or other facility utilized for the diagnosis, care, treatment, or hospitalization of persons who are alcoholics and any other hospital or facility within the State of Georgia approved for such purpose by the department, including the buildings and the surrounding property or campus directly incorporated into such use.

(d) *Bar/ Pub*. An established place of business which is licensed to sell alcoholic beverages for consumption on the premises and may serve meals to be consumed on the premises and which also may provide live entertainment, *to include adult dancing establishment / erotic dance establishment as defined in the Augusta, Georgia Adult Entertainment Ordinance*

(e) *Beer*. Malt beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water containing not more than fourteen percent (14%) Alcohol by volume and including ale, porter, brown, stout, lager beer, and strong beer. This term does not include sake, known as Japanese rice wine.

(f) *Brewery* shall mean a large or industrial scale manufacturer of alcoholic malt beverages for the purpose of wholesale distribution. Such use must be connected to public water and sewer.

(g) *Brewpub* shall mean a restaurant that produces a limited quantity of an alcoholic malt beverage for on-site consumption with incidental sales to the public as carryout and is consistent with Section 6-2-52 of the Augusta Georgia Code thereby regulating alcohol licenses for eating establishments. Such use must be connected to public water and sewer.

(h) *Caterer - Licensed alcoholic beverage caterer*. Any retail dealer who has been licensed by Augusta, Georgia pursuant to this chapter and pursuant to Georgia law.

(i) *Church*: A permanent building owned and operated exclusively by a religious organization and publicly

designated a church where persons regularly assemble for religious worship. The minimum distance requirements from church buildings shall not apply to space in a shopping center or residences also used for religious purposes.

(j) *Dinner theater*: An established place of business that is defined as a restaurant as in section 6-2-2(u) with the exception that a fee may be collected upon entrance to the business which provides theatrical entertainment during the course of the meal.

(k) *Director of Planning and Development*. The person named as director of the Augusta Planning and Development Department, or any designated representative thereof.

(l) *Distillery* shall mean a large or industrial scale manufacturer of alcoholic distilled spirits for the purpose of wholesale distribution. Such use must be connected to public water and sewer.

(m) *Distributor* shall mean the manufacturer's direct point of contact for prospective buyers of certain products.

(n) *Drinking alcohol on city streets prohibited*. Except as provided in paragraph (1) below, it shall be unlawful for any licensed establishment to dispense any alcoholic beverage in an open container for removal from the premises, and it shall be unlawful for any person to remove from an alcoholic beverage establishment any open container of alcoholic beverage or to drink or attempt to drink any alcoholic beverage from any open container or to possess in any open container any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private, within the limits of Augusta, Georgia.

(1) *Outside consumption of alcoholic beverage permitted in certain area*; Restaurants (eating establishments) as defined in Section 6-2-52 that have complied with Augusta-Richmond County Code Section 3-8-11 (a)(b) *Sidewalk Encroachments*, may allow customers to consume an alcoholic beverage at the outside table while dining.

(o) *Entertainment Venue* shall mean an establishment which is licensed to sell alcoholic beverages for consumption on the premises and which derives at least 50 percent of its total annual gross entertainment and beverages sales from the sale of entertainment admission tickets, and shall further mean an entertainment venue meeting criteria for license eligibility provided in section 6-2-52.

(p) *Fortified Wines* shall mean any alcoholic beverage containing more than twenty-one percent (21%) Alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, brandy.

(q) *Growler*. The term growler shall mean a glass or ceramic bottle or jug not to exceed 64 ounces that is filled by a licensee or employee of a licensee with beer from a keg and securely sealed for off-premises consumption. Growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler and the filling of growlers by means of a tapped keg shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 and they cannot be in the possession or control of retailer selling distilled spirits by the package.

(r) *Hotel*: A building or other structure kept, used, maintained, advertised and held out to the public to be a place where sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which 50 or more rooms are used for the sleeping accommodations of such guests, such sleeping accommodations being conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Motels meeting the qualifications set out in this definition for hotels shall be classified in the same category as hotels.

(s) *Housing Authority Property* means any property containing 300 housing units or fewer owned or operated by a housing authority created by Article 1 of Chapter 3 of Title 8, the "Housing Authorities Law".

(t) *Liquor*. Distilled spirits, which means any alcoholic beverage obtained by distillation or containing more than 21% alcohol by volume, including but not limited to all fortified wines.

(u) *Liquor Store* shall mean a retail outlet for the purpose of the sale of alcoholic beverages to include beer, wine and spirits.

(v) *Lounge* means a separate room connected with a part of and, adjacent to a restaurant or located in a hotel.

(w) *Main entrance door/ front door* means the principal entrance by which access may be obtained to the operational area of a structure.

(x) *Micro Brewery* shall mean a manufacture of alcoholic malt beverages of up to 15,000 barrels per year for the purpose of wholesale distribution of a majority of its product with incidental sales to the public either for on-site consumption or for carryout not to exceed 288 ounces per person per day. (No restaurant component)

(y) *Nightclub* shall mean an established place of business which is licensed to serve alcoholic beverages for consumption on the premises (the sale of alcoholic beverages being the dominant part of its business) and which also may provide live entertainment.

(z) *Nano Brewery* shall mean a producer of alcoholic malt beverages of up to 3,000 barrels per year for the purpose of wholesale distribution and retail sales to the public for on-site consumption or for carryout not to exceed 288 ounces per person per day. (No restaurant component)

(aa) *Nano Distillery* shall mean a producer of alcoholic distilled spirits of up to 500 barrels per year for the purpose of wholesale distribution and retail sales to the public for on-site consumption or for carryout not to exceed 3 bottles (750 ml) per person per day. (No restaurant component)

(bb) *Off-premises consumption*. The sale of alcoholic beverages in unbroken packages for consumption in a location other than the licensed premises.

(cc) *On-premises consumption*. The sale of alcoholic beverages by the drink or in broken packages for consumption on the licensed premises.

(dd) *Pico Brewery* shall mean a small batch producer of alcoholic malt beverages of up to 500 barrels per year for the purpose of retail sales to the public for on-site consumption or for carryout not to exceed 288 ounces per person per day. (No restaurant component)

(ee) *Pico Distillery* shall mean a small batch producer of alcoholic distilled spirits of up to 100 barrels per year for the purpose of retail sales to the public for on-site consumption or for carryout not to exceed 3 bottles (750 ml) per person per day. Such use must be connected to public water and sewer. (No restaurant component)

(ff) *"Premises"* means one physically identifiable Place of Business operated by the same ownership and overall management with only one address registered as a single Place of Business with the local licensing authority and the State of Georgia. (Premises shall not include common facilities located in a shopping center area.)

(gg) *Package*. A bottle, can or other original consumer container.

(hh) *Private club* means any nonprofit corporation or association organized under the laws of this state which:

- (1) Has been in existence at least one year prior to filing an application for a license;
- (2) Has at least 75 regular dues-paying members; and

(3) Owns, hires or leases a building or space within a building for the reasonable use of its members, which building or space:

- a. Has suitable kitchen and dining room space and equipment;
- b. Is staffed with a sufficient number of employees for cooking, preparing and serving meals for its members and guests; and
- c. Has no member, officer, agent or employee directly or indirectly receiving, in the form of salary or other compensation, any profits for the sale of alcoholic beverages beyond a "fixed salary," as such term is defined in O.C.G.A. § 3-7-1, as amended from time to time.

(ii) *Restaurant*: An established place of business:

- (1) Which is licensed to sell alcoholic beverages for consumption on the premises but promotes the sale of prepared food as a dominant part of the business;
- (2) Which has adequate facilities and sufficient employees for cooking or preparing and serving such meals for consumption at tables in dining rooms on the premises and a seating capacity of at least 40 people;
- (3) Which derives at least 50 percent of its gross food and beverage income from the sale of such meals prepared, served, and consumed on the premises;
- (4) Which charges no fee for admission or contests nor allows an independent individual to charge fees for admission or contests on the premises;
- (5) Which serves food during all hours of operation.
- (6) Notwithstanding any other criterion in this section, licensees operating as **Hybrid Restaurants** may elect to operate as a bar and may charge after 9:00 p.m. cover charges for live entertainment and contests not adult oriented in nature subject to Section 6-2-52, provided that the licensee obtains a certificate from the Fire Marshall which states the maximum occupancy limits during restaurant operations and the maximum occupancy limit once food service stops and the restaurant functions as a bar, and **they meet all of the distance criteria in sections 6-2-64 and the 50 percent food sales criterion of subsection (3) of this section and provided further that no persons under the legal drinking age of 21 shall be allowed after the time such licensees begin to charge a cover charge** and provided that licensees post a sign which is visible upon entry to the establishment which shall read "*This establishment may charge a cover charge after 9:00 p.m. and no persons under the legal drinking age of 21 shall be allowed on the premises after 9:00 p.m. as per Section 6-2-2(w)(7) of the Augusta, Georgia Code.*" and upon initial application with the Planning and Development Department or upon annual renewal the licensee must indicate the intent to charge a cover charge under this section. Failure to declare the intent to charge a cover charge may result in revocation of the alcoholic beverage license. Restaurants which elect to charge a covercharge are required to pay an annual regulatory fee as required is Section 2-1-3 (c) of the Augusta-Richmond County Code.

(jj) *Retail sale*. The sale of alcoholic beverages either in unbroken packages or for consumption on the premises, only to consumers and not for re-sale.

(kk) *Wine*. Any alcoholic beverage containing not more than 21% alcohol by volume, made from fruits, berries or grapes, either by natural fermentation or by natural fermentation with brandy added. The term includes but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage.

(ll) *Wholesaler* shall mean person or firm that buys large quantities of goods from various producers and resells them to retailers.

(mm) *Wine Tasting* as regulated under Georgia State Alcohol regulations Section 560-2-9-.01, and Section 6-2-77 of the Augusta, Georgia Alcohol Ordinance. An application for a Wine Tasting in an establishment with a current Retail Wine License shall be approved by the Director of Planning & Development.

(nn) Incidental Alcohol License shall mean an on-premise consumption alcohol license under which the total revenue generated from the sale of alcohol does not exceed 25 percent of the business's total annual gross sales of products and/or services at the business's location. The serving of such on-premise consumption alcohol shall be incidental to the principal business conducted, and at no time can the sale of alcohol be the dominant activity within the business.

(oo) Art Shop shall mean a retail business devoted exclusively to providing art education that is limited to instruction in painting, sculpture and similar crafts; or to selling and displaying portraits, paintings, sculptures, art supplies and similar artwork and crafts. An art shop shall not allow activities that would cause the business to be an adult entertainment establishment as defined in Augusta Code, Section 6-1-2.

(pp) Personal Service Establishment means a retail business devoted to providing salon services to individuals such as hair coloring, cutting and styling; nail services; massage therapy, and/or waxing. A stand-alone message therapy business - one that is not under the same business license as a personal service establishment, is not eligible for an incidental alcohol license. (Massage therapy is defined in Augusta Code 6-4-1.)

(qq) Augusta Convention and Visitors Bureau located at 1010 Broad Street is the official destination marketing organization for Augusta, Georgia.

(rr) *Indoor amusement and recreational gaming* means an amusement enterprise wholly enclosed in a building offering games to the general public including, but not limited to, escape rooms, axe throwing, and board games.

(Fees are subject to change / contact the Planning & Development Department for the current fee schedule.)

Sec. 6-2-3. Sale a privilege, not a right.

Nothing in this chapter shall be construed as giving a person a right to sell alcoholic beverages, but the manufacture, sale, and distribution of alcoholic beverages is declared to be a privilege in this state and in Augusta-Richmond County. All alcoholic beverage licenses or permits issued hereunder to carry out such business during the term of the license is subject to all terms and conditions imposed by this chapter and related laws and other ordinances of Augusta Georgia relating to such business, as amended from time to time by the Mayor and Commission.

Sec. 6-2-4. In general.

It shall be unlawful for any person, corporation, partnership, association or any other entity, unless specifically exempt under this Ordinance, to engage in any of the following activities:

(a) To drink, serve or offer for drinking or have possession for sale or distribution, any type of alcoholic beverage in any Augusta-Richmond County park, playground or building without a license and business tax certificate.

(b) To sell or offer for sale, or serve for remuneration whether the payment is direct or indirect, any alcoholic beverage at retail or wholesale without a license and business tax certificate.

(c) To engage in any act involving the sale, service or consumption of alcoholic beverages prohibited by laws of the State of Georgia.

(d) To violate any of the provisions of this chapter.

Sec. 6-2-5. Consumption at parks, playgrounds, public streets and public areas owned or operated by Augusta.

(a) It shall be unlawful for any person to serve, to consume or offer for the purpose

of consumption to anyone else or to be in possession of beer, wine, or any type of intoxicating liquor or beverages, in and on any public park, playground, or building thereon, or other public area, owned or operated by Augusta, at any time whatsoever, with the exception of Julian Smith Casino, Julian Smith Park Barbecue Pit, Fleming Park Community Center, Reynolds Park, Jamestown Community Center, Hephzibah Community Center and McBean Community Center, May Park, Brigham Center, Savannah Place, Warren Road Community Center, New Savannah Bluff Lock & Dam Recreation Area, Gracewood Community Center, McDuffie Wood, Diamond Lakes Community Center, Bernie Ward Community Center, Blythe Area Recreation Center, The Boathouse, Old Government House, Minnick Park, Augusta Municipal Golf Course, Eastview Park and Doughty Park, Sandhills Recreation Center, Augusta Common, 8th Street Plaza, Augusta Canal National Heritage Area, Daniel Field Airport or any other recreational facility or property owned, controlled, or maintained by Augusta, except in accordance with subsection (b), (c), (d) and (e) below, or otherwise provided by the Augusta-Richmond County Code or Georgia law.

(b) Prior written approval must be obtained from the Sheriff of Richmond County, Georgia, and the Director of the Recreation Department, when alcoholic beverages are served or consumed at Julian Smith Casino, Julian Smith Park Barbecue Pit, Fleming Park Community Center, Reynolds Park, Jamestown Community Center, Hephzibah Community Center and McBean Community Center, May Park, Brigham Center, Savannah Place, Warren Road Community Center, New Savannah Bluff Lock & Dam Recreation Area, Gracewood Community Center, McDuffie Wood, Diamond Lakes Community Center, Bernie Ward Community Center, Blythe Area Recreation Center, The Boathouse, Old Government House, Minnick Park, Augusta Municipal Golf Course, Eastview Park and Doughty Park, Sandhills Recreation Center, Augusta Common, 8th Street Plaza, or any other recreational facility or property owned, controlled, or maintained by Augusta.

(c) Prior written approval must be obtained from the Sheriff of Richmond County, Georgia and the Director of Riverwalk, when alcoholic beverages are served or consumed at Augusta Common or the 8th Street Plaza.

(d) Prior written approval must be obtained from the Sheriff of Richmond County, Georgia and the Augusta Canal Authority when alcoholic beverages are served or consumed at Augusta Canal National Heritage Area.

(e) Prior written approval must be obtained from the Sheriff of Richmond County, Georgia and the Daniel Field General Aviation Commission when alcoholic beverages are served or consumed at Daniel Field.

(f) It shall be unlawful for any person to serve, to consume or offer for the purpose of consumption to anyone else or to be in possession of beer, wine, or any type of intoxicating liquor or beverages, in an open container, cup, or glass, on any public street, sidewalk, alley, or other public area, owned or operated by Augusta, at any time whatsoever, except in accordance with subsection (b),(c), (d) and (e) above, or otherwise provided by the Augusta-Richmond County Code or Georgia law.

Sec. 6-2-6. Right of Augusta-Richmond County officials to enter premises for enforcement purposes.

Agents and inspectors appointed by the Augusta-Richmond County Commission for the enforcement of this Ordinance, including officers of the Richmond County Sheriff's Department, are empowered and authorized to enter upon the premises of any person or entity engaged in the manufacture, sale, distribution, storage, or transportation of alcoholic beverages and liquors at any time for the purpose of inspecting said premises and shall have access during such inspection to all books, records, and supplies relating to the manufacture, sale, distribution, storage, and transportation of alcoholic beverages and liquors.

Sec. 6-2-7. Notice to Augusta-Richmond County and Georgia Department of Revenue of disciplinary action against licensee.

(a) Disciplinary action as used herein means any action taken by any municipal, county, state, or federal agency against the licensee, his employees, or his place of business, including, but not limited to:

(1) Arrest by local, state, or federal authorities of the licensee or of any of his employees.

- (2) Citations issued by local, state, or federal authorities, to the licensee or any of his employees.
- (3) Indictments, presentments, or accusations in any local, state, or federal courts against the licensee or any of his employees.
- (4) Conviction of, or penalties imposed pursuant to a plea of nolo contendere or non-vult against, the licensee or any of his employees in any local, state, or federal court.
- (5) Penalties imposed by any regulatory agency against the licensee or any of his employees.
- (6) Any other written charges or reprimands by local, state, or federal authorities.

(b) Any licensee who has any disciplinary action taken against him or his employees by any authority, either municipal, county, state or federal, shall notify the Augusta-Richmond County Commission in writing within forty-eight (48) hours of such action, and of the disposition of any charges or the time and place where such charges will be heard. Any licensee who fails to so notify the Commission within the prescribed time may be cited before the Commission to show cause why his license shall not be suspended or revoked. Notice shall be sent to the Commission, c/o Director of Planning and Development, P.O. Box 9270, Augusta, Georgia 30906.

(c) Reporting requirements for Alcohol Licensees and Municipal Governments.

(1) Within 45 days of any disciplinary action, the licensee shall notify the Department of Revenue of the details of such disciplinary action, including the date such action was taken, the nature of such action, and any other information required by the Department of Revenue.

(2) The State Revenue Commissioner may impose a fine not to exceed \$750.00 for each instance of non-reporting. A second or subsequent instance of non-reporting which occurs within three years from the date of the first violation may constitute grounds for the suspension, revocation, or cancellation of such person's license.

(3) The Planning & Development Department shall report any disciplinary action to the Department of Revenue within 45 days of any officer, department, or agency taking such disciplinary action.

Sec. 6-2-8. Days sales allowed.

(a) Off-Premise Consumption licensees hereunder may permit the sale of packaged alcoholic beverages seven-days a week as provided in sections 6-2-14. Furthermore, no liquor store may be open Christmas Day.

(b) Election days. Pursuant to the delegation of authority granted to Richmond County by Act No. 750 (House Bill No. 247) approved April 10, 1985, amending Official Code of Georgia Annotated section 3-3-20(b)(B), the sale by wholesale and retail of alcoholic beverages, to wit: distilled spirits, wine and malt beverages, shall be lawful during the polling hours of any election; however, nothing herein shall authorize the sale of alcoholic beverages within two hundred fifty (250) feet of a polling place during such time as the polls are opened.

(c) Notwithstanding the foregoing, no alcoholic beverages of any kind shall be sold during any day or part of the day when the sale of said alcoholic beverage is prohibited by state law.

(d) On all days and times that the sale of alcoholic beverages is prohibited by state law, consumption-on-premises licensees shall not open for any purposes (except as provided in sections 6-2-15, 6-2-16, 6-2-52, and 6-2-77) except with the prior written permission and consent of the Richmond County Sheriff's Department for maintenance or similar purposes.

Sec. 6-2-9. Reading of regulations required.

No person shall be approved for a license hereunder, unless such person shall have read the Augusta-Richmond County wine, beer and whiskey regulations in full text, and shall certify in writing the fact of such reading and the knowledge thereof.

Sec. 6-2-10. Copy of regulations to be maintained on premises; employees to be instructed.

It shall be the duty of the management of the premises licensed under this Ordinance to maintain a copy of this Ordinance, or the ordinance from which this Ordinance derives, and all amendments thereto, on such premises, and to instruct each and every employee on the terms thereof.

Sec. 6-2-11. Adulteration of beverages, refilling bottles, etc.

It shall be unlawful for any person to add to the contents of any bottle labeled as containing an alcoholic beverage, or to refill any such empty bottle, or in any manner to misrepresent the quantity, quality or brand name of any alcoholic beverage.

Sec. 6-2-12. Illumination of certain premises.

All premises for which a Class A (on-premises consumption of beer), C (on-premises consumption of wine) or E (on-premises consumption of liquor) license has been issued under the provisions of this Ordinance shall be adequately illuminated so that all hallways, passage ways and open areas may be clearly seen by customers therein.

Sec. 6-2-13. Advertising signs.

Signs advertising alcoholic beverages must be turned off when the business is closed or the sale of alcoholic beverages is prohibited.

Sec. 6-2-14. Hours of sale.

(a) *Generally.* Any and all holders of licenses under the authority of this Ordinance shall observe the following schedule of hours of operation, which shall be determined by Eastern Standard Time or daylight savings time, whichever is in effect:

(1) Holders of Class A, C, E, G H, I, J, K, L, M, and N licenses (on-premises consumption of Beer, Wine and Liquor, Brewpubs, Brewery, Micro Brewery, Nano Brewery, Pico Brewery, Distillery, Nano Distillery, and Pico Distillery) shall not open for business earlier than 8:00 a.m. Monday through Friday and may serve any authorized alcoholic beverage until 2:30 a.m. on the next following day; provided, further that said premises shall be vacated of all persons, including employees, by no later than 3:00 a.m. On Saturday, consumption on-premises license holders shall not open for business earlier than 8:00 a.m. and may serve authorized alcoholic beverages until 11:55 p.m. on Saturdays and the two (2) hours immediately following such time; provided, further, that said premises shall be vacated of all persons, including employees, by no later than 2:30 a.m. on Sunday. Where the sale of alcoholic beverages is in conjunction with the sale of food, the aforesaid hours of sale shall be applicable only to the sale of alcoholic beverages and not applicable to the sale of food; provided, however, no alcoholic beverage shall be allowed to remain on any bars, tables, or be in possession of patrons after 3:00 a.m. Tuesday through Saturday and 2:30 a.m. Sunday, and the inventory of alcoholic beverages must be secured as described in section 6-2-17 of this Ordinance.

(2) Holders of a Class F license (off-premises consumption of liquor) shall not open for business earlier than 8:00 a.m. Monday through Saturday and may remain open for business until 11:45 p.m. Monday through Saturday. Holders of a Class F license (off-premises consumption of liquor) shall not open for business earlier than 11:00 a.m. on Sunday and may remain open for business until 12:00 midnight on Sunday.

(3) Holders of Class B and D licenses (off-premises consumption of beer and wine) who are not licensed to sell liquor shall be prohibited from selling beer and/or wine only between the hours of 11:45 p.m. Saturday and 11:00 a.m. on Sunday and between 12:00 midnight on Sunday and 6:00 a.m. on the Monday next following.

(4) No licensee, employee of such licensee, or any person acting on behalf of such licensee shall furnish, or give beverage alcohol to any person on any day or at any time when the sale of same is prohibited by law.

(5) *Holders of Class O, P, and Q licenses (incidental on-premise consumption of Beer, Wine, and Liquor)* shall not serve alcohol earlier than 10:00 a.m. Monday through Saturday and may serve any authorized alcoholic beverage until 10:00 PM. The aforesaid hours of sale shall be applicable only to the sale of alcoholic beverages and not applicable to the sale of other non-alcoholic merchandise or services. No alcoholic beverage shall be allowed to be in the possession of patrons before 10:00 AM or after 10:00 PM. On Sunday, the inventory of alcoholic beverages must be secured as described in section 6-2-17 of this Ordinance.

Sec. 6-2-15. Sunday Sales.

(a) The sale of alcoholic beverages is authorized for consumption on-premises in eating establishments, or inns, as defined herein, on Sundays between the hours of 11:00 a.m. and 2:00 a.m. Monday. Where the sale of alcoholic beverages is in conjunction with the sale of food, the aforesaid hours of sale shall be applicable only to the sale of alcoholic beverages and not applicable to the sale of food; provided however, no alcoholic beverage shall be allowed to remain on any bars, tables, or be in possession of patrons after 2:30 a.m. Monday, and the inventory of alcoholic beverages must be secured as described in section 6-2-17 of this Ordinance. For the purpose of this subsection, eating establishment shall mean an establishment which is licensed to sell alcoholic beverages for consumption on the premises and which derives at least fifty (50) percent of its total annual gross food and beverages sales from the sale of prepared meals or food, and shall further mean a restaurant meeting criteria for license eligibility provided in section 6-2-52. For the purpose of this subsection, inn means an establishment which is licensed to sell alcoholic beverages and which derives at least fifty (50) percent of its total annual gross income from the rental of rooms for overnight lodging.

(b) The Augusta-Richmond County Commission recognizes the value of the Masters Tournament to tourism and recruitment of industry and business to Augusta, Georgia: that entertainment of visitors to Augusta during the Masters Tournament, including the Sunday immediately preceding the Masters Tournament and the Sunday of the Masters Tournament is an important resource to Augusta; and that allowing "eating establishments" and "inns", that are not otherwise licensed for Sunday sales, to sell alcoholic beverages on the Sunday immediately preceding the Masters Tournament and the Sunday of the Masters Tournament enhance the ability of Augusta to attract tourism, economic development, and industry and businesses. Therefore, "eating establishments" and "inns" as provided in subparagraph (a) hereof, shall be allowed to secure a special license authorizing the sale of alcoholic beverages, for which they are otherwise licensed, on the Sunday immediately preceding the Masters Tournament and the Sunday of the Masters Tournament. The fee for such permit shall two hundred dollars (\$200.00) per Sunday, and application for same must be made as provided in Augusta-Richmond County Code § 6-2-77 at least thirty (30) days in advance of the such event. The license provided for herein shall be in addition to any other license granted under Augusta-Richmond County Code § 6-2-77 or any other section of this Chapter.

(c) Policy Statement. The intent of this Sunday Sales Ordinance is to allow those full service restaurants that serve the public to sell alcoholic beverages with the meals on Sunday. It is not the intent of this Ordinance to encourage neighborhood taverns and bars to serve alcoholic beverages on Sunday via the mechanism of serving incidental meals on Sunday.

Sec. 6-2-16. Sunday sales of beer and wine in public stadiums.

Authorized holders of a Class A license or a Class C license may serve beer and wine for on-premises consumption in public stadiums owned or controlled by Augusta-Richmond County and having a seating capacity in excess of 2,500 people on Sunday between the hours of 12:30 p.m. and midnight.

Sec. 6-2-17. Inventory to be kept under lock and key when sale prohibited.

(a) On all days and times that the sale of alcoholic beverages or a particular type of alcoholic beverage is prohibited by state law and where the business is otherwise open and operating for the purpose of the sale of other items and services, it is required that all coolers designated as alcoholic beverage coolers be kept under lock and key during the period of time that sale of alcoholic beverages is prohibited and also that any inventory of alcoholic beverages must be kept under lock and key during these periods.

Sec. 6-2-18. Prices to be indicated.

Retailers shall indicate plainly, by tags or labels on the bottles or containers or on the shelf immediately below where the containers are placed, or on an exposed sign prominently placed, the price of all alcoholic beverages exposed or offered for sale.

Sec. 6-2-19. Furnishing to minors - Prohibited.

- (a) Except as otherwise authorized by law:
- (1) No person knowingly, directly or through another person, shall furnish, cause to be furnished, or permit any person in such person's employ to furnish any alcoholic beverage to any person under twenty-one (21) years of age;
 - (2) No person under twenty-one (21) years of age shall purchase or knowingly possess any alcoholic beverage;
 - (3) No person under twenty-one (21) years of age shall misrepresent such person's age in any manner whatever for the purpose of obtaining illegally any alcoholic beverage; and
 - (4) No person knowingly or intentionally shall act as an agent to purchase or acquire any alcoholic beverage for, or on behalf of, a person under twenty-one (21) years of age.
- (b) The prohibitions contained in paragraphs (1), (2) and (4) of subsection (a) of this section shall not apply with respect to the sale, purchase or possession of alcoholic beverages for consumption:
- (1) For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state;
 - (2) At a religious ceremony; or
 - (3) In the home of the parent or guardian, with the parent or guardian present.
- (c) The prohibition contained in paragraph (1) of subsection (a) of this section shall not apply with respect to sale of an alcoholic beverage by a person when such person has been furnished with proper identification showing that the person to whom the alcoholic beverage is sold is twenty-one (21) years of age or older. For purposes of this subsection, the term proper identification means any document issued by a governmental agency containing a description of the person, such person's photograph, or both, and giving such person's date of birth and including, without being limited to, a passport, military identification card, driver's license, or an identification card authorized under O.C.G.A. Sec. 40-5-100 through Sec. 40-5-104. Proper identification shall not include a birth certificate nor a traffic citation.
- (d) If such conduct is not otherwise prohibited pursuant to section 6-2-26 nothing contained in this section shall be construed to prohibit any person under twenty-one (21) years of age from:
- (1) Dispensing, serving, selling or handling alcoholic beverages as a part of employment in any licensed restaurant, art shop, personal service establishment, *indoor amusement and recreational gaming enterprise*, or Augusta Convention and Visitors Bureau, as defined in Section 6-2-2.
 - (2) Being employed in any establishment in which alcoholic beverages are distilled or manufactured;
- (e) Each retail business establishment in Augusta-Richmond County which is licensed to sell alcoholic beverages of any kind shall post in a conspicuous place or places a notice, which shall contain the provisions of the laws of this state which deal with the unlawful sale of such items to underage persons and the penalties for violating such laws.
- (f) No person who holds a license or is responsible for the day-to-day operation of an establishment holding a license permitting the sale of alcoholic beverages for on-premises consumption shall employ any individual under the age of 21, or allow any individual under the age of 21 to be in, frequent or loiter about the licensed premises unless such individual is accompanied by a parent or legal guardian except as provided herein. This prohibition shall apply regardless of whether or not said establishment on said date or time is operating for the purpose of the sale of alcoholic beverages for on-premises consumption, and regardless of what other type of license or business tax certificate said establishment may have. This section shall not prohibit individuals under the age of 21 from being in a qualified eating establishment, entertainment venue, art shop, personal service establishment, *indoor amusement and recreational gaming enterprise*, or Augusta Convention and Visitors Bureau, as defined in this Ordinance or attending a special event for which a license for a single event is issued pursuant to this Ordinance, and does not apply to such individuals who are employees of the licensee with assigned duties in the licensed premises.

Sec. 6-2-20. Same - Penalty for violation.

- (a) Any licensee hereunder, or any person in the employ of the licensee or any person in the employ of the retail business establishment for which the license was granted, who violates the provisions of section 6-2-19 herein, shall subject the license of the licensee to suspension or revocation, and shall be

guilty of an offense and, upon trial and conviction of a misdemeanor, shall be punished by a fine in an amount not to exceed five hundred dollars (\$500.00) and/or imprisonment in jail for a period not to exceed sixty (60) days.

(b) Whenever an Alcoholic Beverage License(s), under section 6-2-20(a) is suspended, or suspended and made subject to probation by the Augusta-Richmond County Commission for all or a part of said period of suspension, said license shall not be reinstated unless the licensee pays to the County a reinstatement fee of \$500.00. Said reinstatement fee shall be due and payable and remitted to Augusta-Richmond County not less than five (5) business days prior to the end of any period of suspension or probated suspension imposed by the Augusta-Richmond County Commission. Only one such fee shall be paid by any one license holder on any one occasion irrespective of the number of licenses to be reinstated. Any fee paid pursuant to this Code section shall be paid into the General Fund.

Sec. 6-2-21. Premises to be kept in orderly manner, with outside gatherings of patrons restricted.

(a) Owners and/or applicant, managers and employees shall be responsible for keeping an orderly place, and no patron shall cause a disturbance of any kind; nor shall any patron be allowed to stand, sit, mingle or assemble outside the building, in parking lots or autos, and drink alcoholic beverages except as provided in subparagraph (b) hereof.

(b) Businesses with on-premises alcoholic beverage consumption licenses may serve alcoholic beverages only within the definite closed locality, whether room, shop or building, where alcoholic beverages are sold by the drink. However, any business with such license, which has an outside patio area that is actually and permanently attached to the main building, may serve alcoholic beverages in the patio area; provided, however, a bar may not be set up in such an outside patio area, nor are portable bars, beer tents or other such facilities for the sale of alcoholic beverages permitted. Sales through doorways or windows to sidewalks, parking lots, or patio areas are also prohibited.

(c) The provisions of subsection (b) above shall not apply to the sale of alcoholic beverages in the area designated as Riverwalk. Sales in the Riverwalk area shall be allowed as provided in section 6-2-22 hereof.

(d) The alcohol license holder, or manager of an on-premise consumption alcohol licensed business, or any person giving any public amusement show, exhibition or performance, any public ball, any dances either public or private, or any gathering at public facilities when alcohol is being served, or on any occasion where the Chief of the Fire Department and/or Sheriff determine in their sole discretion that due to the nature of the function and/or facility, attendance of sheriff's deputies and/or firefighters is necessary, it is then the responsibility of the alcohol license holder, or other person mentioned, to comply with the chief of the fire department and/or sheriff's decision.

(e) Any manager or other person mentioned in the preceding section shall apply to the sheriff's department and the fire department to learn whether or not the attendance of deputies and/or firefighters is required.

Sec. 6-2-22. Sales at Riverwalk.

Sales in the Riverwalk area shall be allowed in areas designated for alcohol sales by the Planning and Development Department as permanent locations.

Sec. 6-2-23. Sanitation requirements, monitoring occupancy limits.

(a) All premises used for the retail sale of alcoholic beverages or for the storage thereof for sale shall be kept in a clean and sanitary condition and shall be in full compliance with the regulations of the department of public health regulating the condition of premises used for the storage or sale of food for human consumption. All premises for which a Class A (on-premises consumption of beer), Class C (on-premise consumption of wine) or Class E (on-premises consumption of liquor) license has been issued shall afford therein adequate sanitary toilet facilities.

(b) Monitoring occupancy limit, continuous compliance required. Any establishment licensed by the city to dispense alcoholic beverages for consumption on the premises shall establish a procedure for monitoring the number of people in the establishment and shall be in continuous compliance with the occupancy limit as shown on the occupancy load for the premises.

(c) Open restrooms required. Any establishment licensed by the city to dispense alcoholic beverages for consumption on the premises shall at all times while open to the public keep restrooms open and operating in sufficient numbers to accommodate the needs of its customers. Such establishment shall be in continuous compliance with city building and plumbing code requirements regarding public restrooms.

(d) Cleanliness and code compliance required. All premises including the sidewalks and any adjacent public ways shall be kept clean and free of litter or trash, and such premises shall be and remain in full compliance with all requirements of the city inspections department.

Sec. 6-2-24. Games of chance; cause for suspension or revocation of license.

Gambling, betting, or the operation of games of chance, punchboards, slot machines, lotteries, or tickets or chances therein, or any other such scheme or device involving the hazarding of money or any other thing of value in any licensed place of business, or in any room adjoining the same owned, leased or controlled by him, shall be cause for suspension or revocation of his license; provided, however, nothing herein shall prohibit the operation of a properly licensed Georgia Lottery outlet, bingo game or any device not otherwise prohibited by law.

Sec. 6-2-25. Visual obstructions prohibited.

No screen, blind, curtain, partition, article or thing shall be permitted in the window or upon the doors of the licensed premises which shall prevent a clear view into the interior of the premises from the street or road at any time, and no booth, screen, partition or other obstruction shall be permitted within the interior of the licensed premises, and the same shall be so lighted so the interior of the premises is plainly visible from the street or road day and night.

Sec. 6-2-26. Employment of persons under eighteen years of age prohibited.

(a) In establishments holding a license permitting the sale of alcoholic beverages for on-premises consumption that do not prohibit individuals under the age of 21 from entering, no person shall allow or require a person in his employment under eighteen (18) years of age to dispense, serve, sell or take orders for any alcoholic beverages.

(b) This section shall not prohibit persons under eighteen (18) years of age who are employed in supermarkets, convenience stores, breweries or drugstores from selling or handling alcoholic beverages which are sold for consumption off the premises.

Sec. 6-2-27. Adult entertainment establishments.

(a) A business tax certificate holder for an adult dance establishment / erotic dance establishment that can be permitted under the guidelines of the Augusta, Georgia Adult Entertainment Ordinance, is eligible to apply for on-premise alcohol licenses; provided however, nothing herein contained shall affect any vested rights.

Sec. 6-2-28. Financial transactions.

No licensee, or his business associates, shall borrow or accept from or give or lend to vending machine owners, lessors, suppliers or operators, money or other valuable considerations. Vending machines shall mean for payment of money devices dispensing goods, services, or amusements, or any other thing of value.

Sec. 6-2-29. Licensee purchases from licensed wholesaler.

No retail dealer or retail consumption dealer shall buy or arrange to buy or in any way effect the transfer of any beverage alcohol to him or for his account except from a licensed wholesaler. No arrangement whereby a wholesaler shall handle, clear or in any other way arrange to transfer for any licensed retail dealer or retail consumption dealer shall be permitted; and all sales by wholesalers to licensed retail dealers or retail consumption dealers shall be bona fide sales transactions from the wholesaler to the licensed retail dealer or retail consumption dealer. The making of any forbidden arrangements shall be

cause for revocation of the licenses of all licensed wholesalers and retail dealers or retail consumption dealers involved.

Sec. 6-2-30. Solicitation of drinks.

No person while holding any license shall require, permit, suffer, encourage, or induce any employee or person other than the patron and guests of the patron, to solicit the purchase by the patron of any drink, whether alcoholic or non-alcoholic, or money with which to purchase the same; nor shall any licensee pay a commission or any other compensation to any person frequenting his establishment or to his agent or manager to solicit for herself, himself, or for others, the purchase by the patron of any drink, whether alcoholic or non-alcoholic.

Sec. 6-2-31. Consideration of goods bought or sold to be in cash; exceptions.

(a) The consideration for all alcoholic beverages sold by any licensee shall be cash only and the delivery and payment therefore shall be a simultaneous transaction within the licensed place of business. There shall be no maneuver, device or shifts, of any kind whereby credit is extended. The use of post-dated checks is prohibited.

(b) The use of a credit card for the purchase of alcohol beverages from a licensee shall not be prohibited provided such credit card represents an unqualified obligation to pay without recourse on the part of the person, institution or agency issuing such card. Hotels and motels licensed to sell beverage alcohol shall not be prohibited from billing guests of such hotel or motel for such beverage alcohol provided that payment is tendered at the time such guest leaves or checks out of such hotel or motel. The sale of beverage alcohol by bona fide private clubs and lodges wherein members pay all charges on a monthly basis shall not be prohibited provided the receivables from such transactions are promptly placed for collection consistent with sound business practices.

Sec. 6-2-32. Violations; unlawful activities.

(a) Any person holding any license issued pursuant to this Ordinance or any employee or agent of such person who violates any provision of this Ordinance, or directs, consents to, permits, or acquiesces in such violation, either directly or indirectly shall, by such conduct, subject the license to suspension or revocation. For purposes of administering and enforcing this Ordinance, any act committed by an employee, agent or representative of a licensee shall be deemed to be an act of such licensee.

(b) It shall be a violation of this Ordinance for any licensee to permit any person to engage in any activity on the premises for which the license is issued or within the place of business, which is in violation of the laws or regulations of any federal, state, county or municipal governing authority or regulatory agency. With respect to any such activity, it shall be rebuttably presumed that the same was done with the knowledge or consent of the licensee; provided however, that such presumption may be rebutted only by evidence which precludes every other reasonable hypothesis save that such licensee did not know, assist or aid in such occurrence, or in the exercise of full diligence could not have discovered or prevented such activity.

Sec. 6-2-33. Subterfuge.

Any act which may be construed as a subterfuge in an effort to circumvent any provision of this Ordinance shall be deemed a violation of the section or subsection attempted to be circumvented.

Secs. 6-2-34 – 6-2-50. Reserved

**ARTICLE 2
LICENSING**

Sec. 6-2-51. License required.

(a) No alcoholic beverage may be sold, possessed for sale, or distributed in Augusta-Richmond County, other than in the City of Hephzibah or the City of Blythe if said municipalities legally authorize same, except under a license granted by the Augusta-Richmond County Commission.

(b) Licenses granted hereunder shall fall into one or more of the following classes:

- (1) Class A: On-premises consumption of beer
- (2) Class B: Off-premises consumption of beer
- (3) Class C: On-premises consumption of wine
- (4) Class D: Off-premises consumption of wine
- (5) Class E: On-premises consumption of liquor
- (6) Class F: Off-premises consumption of liquor
- (7) Class G: Brewery, Manufacturer of Malt Beverages
- (8) Class H: Brewpub Operator
- (9) Class I: Micro Brewery
- (10) Class J: Nano Brewery
- (11) Class K: Pico Brewery
- (12) Class L: Distillery
- (13) Class M: Nano Distillery
- (14) Class N: Pico Distillery
- (15) Class O: Incidental on-premise beer
- (16) Class P: Incidental on-premise wine
- (17) Class Q: Incidental on-premise liquor
- (18) Wholesale Beer
- (19) Wholesale Wine
- (20) Wholesale Liquor
- (21) Sunday Sales

Sec. 6-2-52. License for eating establishment, hybrid restaurants, entertainment venue, art shop, personal service establishment, indoor amusement and recreational gaming enterprise, or Augusta Convention and Visitors Bureau; authority to sell for consumption on the premises.

(a) For an eating establishment to be eligible to sell alcoholic beverages for consumption on the premises, it must be a public place kept, used, maintained, advertised and held out to the public as a place where substantial meals are served and where substantial meals are actually and regularly served, such place being provided with adequate and sanitary kitchen to include an appropriate stove, refrigerator, food preparation area, sink, and other items required by the County Health Department and Planning & Development Department for the preparation of foods, and shall have a printed or posted menu from which selections for prepared food can be made, and dining room equipment, and a seating capacity of at least 40 people, having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable meals for its guests as a bona fide eating establishment operation. The serving of such meals shall be the principal business conducted, with the serving of distilled spirits to be consumed on the premises as only incidental thereto, and to qualify as an eating establishment under this section, such establishment must derive at least 50 percent of its total annual gross food and beverage sales from the sales of prepared meals and foods on-premises. The Planning & Development Department staff, upon receiving an application from an eating establishment to sell alcoholic beverages for consumption on the premises, shall inspect the restaurant to determine if the applicant is in compliance with the above requirements for a restaurant and shall advise the Commission the determination of his/her inspection.

(b) The licensee of *any* eating establishment desiring the privilege to sell or otherwise dispense distilled spirits, malt beverages, or wine in accordance with (a) above shall file an affidavit with the Planning & Development Department, certifying under oath that such establishment, if an existing business, derived at least 50 percent of its total annual gross food and beverage sales income from the sale of prepared meals or food on-premise during the preceding calendar year or, if a new business, fully intends and expects to derive at least 50 percent of its total annual gross food and beverage sales income from the sale of prepared meals or food on-premise during the remainder of the current calendar year. Such an affidavit must be submitted annually with such establishment's alcoholic beverage license

renewal application if restaurant classification is to be continued. *The hours of sale are set forth in Sections 6-2-14 and 6-2-15.*

(c) Notwithstanding any other criterion in this section, licensees desiring to operate as **Hybrid Restaurants** may elect to operate as a bar and may charge after 9:00 p.m. cover charges for live entertainment and contests not adult oriented in nature subject to:

- (1) the licensee obtains a certificate from the Fire Marshall which states the maximum occupancy limits during restaurant operations and the maximum occupancy limit once food service stops and the restaurant functions as a bar;
- (2) the licensee complies with the distance criteria in sections 6-2-64 and the 50 percent food sales criterion of subsection (a) and (b) of this section;
- (3) no persons under the legal drinking age of 21 shall be allowed after the time such licensees begin to charge a cover charge;
- (4) the licensee post a sign which is visible upon entry to the establishment which shall read "*This establishment may charge a cover charge after 9:00 p.m. and no persons under the legal drinking age of 21 shall be allowed on the premises after 9:00 p.m. as per Section 6-2-52(c) of the Augusta, Georgia Code*";
- (5) the initial application with the Planning and Development Department or upon annual renewal the licensee must indicate the intent to charge a cover charge under this section. Failure to declare the intent to charge a cover charge may result in revocation of the alcoholic beverage license; and
- (6) restaurants which elect to charge a cover charge are required to pay an annual regulatory fee as required is Section 2-1-3 (c) of the Augusta-Richmond County Code.

(d) For an entertainment venue to be eligible to sell alcoholic beverages for consumption on the premises; it must have a minimum seating capacity of 200 fixed seats, affixed to the floor or attached to each other in rows of at least five seats in each row, in a theatre-like design in front of a stage; and it must be a public place kept, used, maintained, advertised and held out to the public as an entertainment venue. Entertainment shall be the principal business conducted, with the serving of alcoholic beverages to be consumed on the premises as only incidental thereto, and to qualify as an entertainment venue under this section, such establishment must derive at least 50 percent of its total annual gross entertainment and beverage sales from the sales of entertainment admission tickets. The Director of Planning and Development, upon receiving an application from an entertainment venue to sell alcoholic beverages for consumption on the premises, shall inspect the location to determine if the applicant is in compliance with the above requirements for an entertainment venue and shall advise the commission the determination of his/her inspection. The sale of alcoholic beverages is authorized for consumption on-premises in entertainment venues as defined herein, on Sundays between the hours of 12:30 p.m. and 11:00 p.m. provided, further that the shall be vacated of all persons, including employees, by no later than 12:00 midnight. For the purpose of this subsection, entertainment venue shall mean an establishment which is licensed to sell alcoholic beverages for consumption on the premises and which derives at least 50 percent of its total annual gross entertainment and beverages sales from the sale of entertainment admission tickets, and shall further mean an entertainment venue meeting criteria for license eligibility provided in section 6-2-52.

- (1) Any business operating as an entertainment venue as defined in this Code shall be required to have a business tax certificate. The requirements for obtaining, renewing and maintaining such certificate shall be governed by the applicable provisions of the Augusta-Richmond County Code, Title 2, Chapter 2. The regulatory fee for a business tax certificate issued to any entertainment venue shall be as set forth in section 2-1-3(c).

(e) Upon renewal of an alcoholic beverage license at a premise where an eating establishment, hybrid restaurant, or entertainment venue is in operation, verified records of sales of food or admission tickets as they relate to the total sales of food and beverages or admissions shall be furnished. Verifications must be submitted by both the license holder and the management of the establishment. The Director of Planning and Development may cause an audit of the books of a qualifying eating establishment, hybrid restaurant, or entertainment venue to be made at any time. Failure of a licensee which is a qualifying eating establishment, hybrid restaurant, or entertainment venue to cooperate in the

execution of the audit shall be a violation of this Ordinance. Any untrue or misleading information contained in, or material omission left out of, shall be cause for action to be taken against the alcohol license as provided for in Section 6-2-74.

(f) For Art Shops, Personal Service Establishments, *indoor amusement and recreational gaming enterprise*, and the Augusta Convention and Visitors Bureau to be eligible to apply for an ‘incidental on – premise consumption alcohol license’ it must have a permanent physical location; be a public place kept, used, maintained, advertised and held out to the public as a place of business; and such place being provided with adequate and sanitary facilities as specified by the County Health Department. The serving of such on-premise consumption alcohol shall be incidental to the principal business conducted, and at no time can the sell of alcohol be the dominant activity within the business. The total revenue generated from the sell of alcohol under the ‘incidental on – premise consumption alcohol license’ must not exceed 25 percent of the business’s total annual gross sales of products and/or services at the business’s location. The Planning & Development Department staff, upon receiving an application for an ‘incidental on – premise consumption alcohol license’ shall inspect the business to determine if the applicant is meeting the intent of the above requirements and shall advise the Commission the determination of his/her inspection.

(g) The licensee for an ‘incidental on –premise consumption alcohol license’ desiring the privilege to sell or otherwise dispense distilled spirits, malt beverages, or wine in accordance with (f) above shall file an affidavit with the Planning & Development Department, certifying under oath that such establishment, if an existing business, derived at least 75 percent of its total annual gross sales income from the sale of non-alcoholic products and/or services at the business’s location during the preceding calendar year or, if a new business, fully intends and expects to derive at least 75 percent of its total annual gross sales income from the sale of non-alcoholic products and/or services at the business’s location during the remainder of the current calendar year. Such an affidavit must be submitted annually with such business’s ‘incidental on –premise consumption alcohol license’ renewal application if it is to be continued. The hours of sale are set forth in Sections 6-2-14 and 6-2-15.

h) The holder of an ‘incidental on - premise consumption alcohol license’ is not eligible to hold an Alcohol Catering License.

(i)The holder of an ‘incidental on - premise consumption alcohol license’ is not eligible to hold an Alcohol Catering License.

Sec. 6-2-53. Licenses for brewpub, brewery, micro brewery, nano brewery and pico brewery; Licenses for distillery, nano distillery, and pico distillery .

1. Licenses for brewpub, brewery, micro brewery, nano brewery and pico brewery;

Required. No individual shall be permitted to own or operate a brewery, micro brewery, nano brewery, pico brewery or brewpub without first complying with Zoning regulations, obtaining a proper license from the Augusta-Richmond County Commission, and paying the Occupation Tax. Each brewery and brewpub license holder shall comply with all other applicable federal, state and local license requirements.

A) Brewpub. Any eating establishment in which beer or malt beverages are manufactured or brewed, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36, for retail consumption on the premises and solely in draft form. As used herein, the term eating establishment means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least fifty percent (50%) of its total annual gross food and beverages sales from the sale of prepared meals or food on premises.

(a) A **brewpub license** authorizes the holder of such license to:

- i). Manufacture on the licensed premises not more than 10,000 barrels of malt beverages in a calendar year solely for retail sale.
- ii). Sell up to a maximum of 5,000 barrels annually of such malt beverages to licensed wholesale dealers.
- iii). Sell retail up to 64 ounces per person per day of draft beer brewed on site at the brewpub for off-premise consumption.

iv). Operate an eating establishment, the sale of such beer, and may offer for sale any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under licenses issued by the Augusta-Richmond County Commission, including wine, distilled spirits, and malt beverages, provided that such alcoholic beverages are purchased from a licensed wholesaler for consumption on the premises only; and, provided, further, that in addition to draft beer manufactured on the premises, each brewpub licensee shall offer for sale commercially available canned or bottled malt beverages from licensed wholesalers.

- (b) Possession of a brewpub license shall not prevent the holder of such license from obtaining an on premise consumption license for liquor, beer and wine for the same premises.
- (c) A brewpub license does not authorize the holder of such license to sell alcoholic beverages, not produced on the premises, by the package for consumption off the premises.
- (d) A brewpub licensee shall:
 - i). Pay all state and local license fees and excise taxes applicable to individuals licensed as manufacturers, retailers, and, where applicable, wholesalers under this title; and
 - ii). Measure beer manufactured on the premises and otherwise comply with applicable regulations respecting excise and enforcement tax determination of such beer as required by Georgia law and the Ordinances of Augusta-Richmond County.

B) Brewery shall mean a large or industrial scale manufacturer of alcoholic malt beverages for the purpose of wholesale distribution.

- (a) A brewery license authorizes the holder of such license to:
 - i). Manufacture on the licensed premises malt beverages for wholesale distribution.
 - ii). Sell malt beverages produced on site for on-premise consumption.
 - iii). Sell up to 288 ounces per person per day of the malt beverage brewed on site for off-premise consumption.
- (b) A brewery licensee shall:
 - i). Pay all state and local license fees and excise taxes applicable to individuals licensed as manufacturers, retailers, and, where applicable, wholesalers under this title; and
 - ii). Measure beer manufactured on the premises and otherwise comply with applicable regulations respecting excise and enforcement tax determination of such beer as required by Georgia law and the Ordinances of Augusta-Richmond County.

C) Micro Brewery shall mean a manufacture of alcoholic malt beverages of up to 15,000 barrels per year.

- (a) A micro brewery license authorizes the holder of such license to:
 - i). Manufacture on the licensed premises not more than 15,000 barrels of malt beverages in a calendar year for wholesale distribution.
 - ii). Sell malt beverages produced on site for on-premise consumption.
 - iii). Sell up to 288 ounces per person per day of the malt beverage brewed on site for off-premise consumption.
- (b) A micro brewery licensee shall:
 - i). Pay all state and local license fees and excise taxes applicable to individuals licensed as manufacturers, retailers, and, where applicable, wholesalers under this title; and
 - ii). Measure beer manufactured on the premises and otherwise comply with applicable regulations respecting excise and enforcement tax determination of such beer as required by Georgia law and the Ordinances of Augusta-Richmond County.

D) Nano Brewery shall mean a producer of alcoholic malt beverages of up to 3,000 barrels per year.

- (a) A nano brewery license authorizes the holder of such license to:

- i). Manufacture on the licensed premises not more than 3,000 barrels of malt beverages in a calendar year for wholesale distribution.
- ii). Sell malt beverages produced on site for on-premise consumption.
- iii). Sell up to 288 ounces per person per day of the malt beverage brewed on site for off-premise consumption.

(b) A nano brewery licensee shall:

- i). Pay all state and local license fees and excise taxes applicable to individuals licensed as manufacturers, retailers, and, where applicable, wholesalers under this title; and
- ii). Measure beer manufactured on the premises and otherwise comply with applicable regulations respecting excise and enforcement tax determination of such beer as required by Georgia law and the Ordinances of Augusta-Richmond County.

E) Pico Brewery shall mean a small batch producer of alcoholic malt beverages of up to 500 barrels per year.

(a) A pico brewery license authorizes the holder of such license to:

- i). Manufacture on the licensed premises not more than 500 barrels of malt beverages in a calendar year for wholesale distribution.
- ii). Sell malt beverages produced on site for on-premise consumption.
- iii). Sell up to 288 ounces per person per day of the malt beverage brewed on site for off-premise consumption.

(b) A pico brewery licensee shall:

- i). Pay all state and local license fees and excise taxes applicable to individuals licensed as manufacturers, retailers, and, where applicable, wholesalers under this title; and
- ii). Measure beer manufactured on the premises and otherwise comply with applicable regulations respecting excise and enforcement tax determination of such beer as required by Georgia law and the Ordinances of Augusta-Richmond County.

2. Licenses for distillery, nano distillery, and pico distillery.

Required. No individual shall be permitted to own or operate a distillery, nano distillery or pico distillery without first complying with Zoning regulations, obtaining a proper license from the Augusta-Richmond County Commission, and paying the Occupation Tax. Each distillery, nano distillery or pico distillery license holder shall comply with all other applicable federal, state and local license requirements.

A) Distillery shall mean a large or industrial scale manufacturer of alcoholic distilled spirits for the purpose of wholesale distribution. Such use must be connected to public water and sewer.

B) Nano Distillery shall mean a producer of alcoholic distilled spirits of up to 500 barrels per year.

(a) A nano distillery license authorizes the holder of such license to:

- i). Manufacture on the licensed premises not more than 500 barrels of distilled spirits in a calendar year for wholesale distribution.
- ii). Sell distilled spirits produced on site for on-premise consumption.
- iii). Sell up to 3 bottles (750 ml) per person per day of the distilled spirits produced on site for off-premise consumption.

(b) A nano distillery licensee shall:

- i). Pay all federal, state and local license fees and excise taxes applicable to individuals licensed as manufacturers, retailers, and, where applicable, wholesalers under this title; and
- ii). Measure distilled spirits produced on the premises and otherwise comply with applicable regulations respecting excise and enforcement tax determination of such distilled spirits as required by Federal law, Georgia law and the Ordinances of Augusta-Richmond County.

C) Pico Distillery shall mean a small batch producer of alcoholic distilled spirits of up to 100 barrels per year.

- (a) A pico distillery license authorizes the holder of such license to:
 - i). Manufacture on the licensed premises not more than 100 barrels of distilled spirits in a calendar year for wholesale distribution.
 - ii). Sell distilled spirits produced on site for on-premise consumption.
 - iii). Sell up to 3 bottles (750 ml) per person per day of the distilled spirits produced on site for off-premise consumption.
- (b) A pico distillery licensee shall:
 - i). Pay all federal, state and local license fees and excise taxes applicable to individuals licensed as manufacturers, retailers, and, where applicable, wholesalers under this title; and
 - ii. Measure distilled spirits produced on the premises and otherwise comply with applicable regulations respecting excise and enforcement tax determination of such distilled spirits as required by Federal law, Georgia law and the Ordinances of Augusta-Richmond County.

3. Hours of Sale: On-Premise Consumption and Off-Premise Consumption

See Section 6-2-14 and 6-2-15.

Sec. 6-2-54. License for off-premises consumption and sale by the drink at same location.

A license holder may have his license for off-premises consumption and his license for on-premises consumption at the same location, but they must be separate premises with separate addresses and trade names.

Sec. 6-2-55. Holder of license for off-premises consumption of liquor selling by the drink without license for on-premises consumption prohibited.

It shall be unlawful for the holders of licenses for off-premises consumption of liquor to offer liquor for sale by the drink on such premises licensed for off-premises consumption. Any premises where alcoholic beverages are sold by the drink at more than one (1) location within the premises shall be required to have a license for each location within the premises.

Sec. 6-2-56. Brown-bagging, etc.

(a) No individual shall be allowed to consume alcoholic beverages *in a business* with an occupation tax certificate from Augusta-Richmond County that does not have a license for on-premise consumption of alcoholic beverages under this ordinance. The occupation tax licensee for any *business* in Augusta-Richmond County shall not allow any individual to consume alcoholic beverages on their premises when such alcoholic beverages were not purchased from the *business*.

(b) No person shall charge admission to any dance or other event at which alcoholic beverages will be served, provided or otherwise available for consumption, without first obtaining a single event license or an alcoholic beverage license.

Sec. 6-2-57. Augusta-Richmond County employees holding licenses prohibited.

It shall be unlawful for any elected or full-time employee of Augusta-Richmond County, or his or her spouse or members of the immediate family residing in the same household, to hold any license hereunder if that elected official or full-time employee's duties include the regulation or policing of alcoholic beverages or licenses or any alcohol tax-collecting activity.

Sec. 6-2-58. Applicant for new license to give public notice, furnish proof of advertisement.

(a) All persons, firms or corporations desiring to engage in the sale of alcoholic beverages shall give notice of their intention to make application for a license to do so by advertisement in form prescribed by the Augusta-Richmond County license inspector. Advertising, as referred to in this section, means there shall be a sign posted thirty (30) days prior to the hearing of the application in a prominent position on the property (e.g., front window where it can be read from the road); also, all new license applicants shall be required to advertise three (3) times in the legal gazette (Augusta Chronicle) before applications are heard by the Augusta-Richmond County Commission or a committee thereof. Advertising in the legal gazette

shall be during the 30-day period prior to the hearing of the application by the Augusta-Richmond County Commission.

(b) When an application is submitted for a license for a new location, the property designated for the operation of the business shall be posted for thirty (30) days preceding the date of any hearing to be held on said application with a sign reading as follows:

This establishment has applied to the Augusta-Richmond County Commission for an alcoholic beverage license authorizing it to sell Beer, Wine, Liquor (state the appropriate types of beverage) for on/off premises consumption at this location. (state appropriate type).

This _____ day of, 20_____.

Name of applicant: _____

Address of applicant: _____

(The size of the sign to be posted on the property shall be no smaller than 15 inches by 27 inches. The sign is to be conspicuously displayed on that portion of the property most visible to the public.)

(c) For purposes of this section, any location which has never been licensed for the sale of alcoholic beverages before, or for which a license has been revoked, or where the sale of alcohol has ceased for nine (9) months, shall be considered a new location.

(d) Before the application is presented to the Augusta-Richmond County Commission, the applicant shall furnish proof that the advertisement has been completed as required herein above.

Sec. 6-2-59. Filing application.

(a) *Form; information to be provided.*

(1) A written application to the Augusta-Richmond County Commission for a license under this Ordinance shall be made on forms approved by the Augusta-Richmond County Commission. All questions and information required by the application form should be filled in and subscribed to by all applicants, under oath, and shall disclose among other information whether the applicant has been convicted of any crime, misdemeanor or a violation of any municipal ordinance (except minor traffic violations) in any state, county, municipal or federal court, and the particulars of same; the prior business of applicant for the past ten (10) years; names and addresses of three (3) persons who have known applicant for the past five (5) years; whether applicant has any existing liquor, beer or wine business in Georgia; whether the interest of applicant is total, partial, or exact extent of same, and, if partial, the names and addresses of all others having a partial interest in said business and the extent of such interest; and such other and further information as the Commission shall deem necessary.

(2) It is further required that all applicants for licenses allowing the sale of liquor shall submit with their applications personnel statements. These personnel statements shall be furnished to the Augusta-Richmond County license inspector upon request and will be required for original licenses, and renewals of existing licenses upon request.

(3) Every license application shall be accompanied by a plat prepared by a registered surveyor, showing the distance of the premises for which the license is being applied from the nearest church, school, library or public recreation area, any housing authority property, or from any alcoholic treatment center owned and operated by a governmental entity, as measured under section 6-2-63 hereof. The license application shall be accompanied by a copy of the lease. If the license applicant leases the property and improvements, a copy of the lease shall be maintained on a current basis in the license file. If the license applicant is the owner of the real estate and improvement where the business will be located, a copy of the deed shall accompany the application and be maintained as a part of the license file.

(4) The application shall also include, but shall not be limited to, the name and address of the agent for service of process and the name of the manager. If the manager changes, the applicant must furnish the Augusta-Richmond County license inspector with the name and address of the new manager and other information as requested within ten (10) days of such change.

(b) *Date due.* All applications, including required documentation, shall be filed with the Director of Planning and Development not less than thirty (30) days prior to the date when the application is scheduled to be heard.

(c) *Fee.* Every such application, excluding renewals and transfers, shall be accompanied by a non-refundable application fee in the amount of one hundred twenty-one dollars (\$120.00), said fee to be paid by certified check, cashier's check or money order made payable to the Augusta-Richmond County Commission, as applicable.

(d) *Untrue or misleading information; material omissions.*

Any untrue or misleading information contained in, or material omission left out of, an original, renewal or transfer application for a license hereunder shall be cause for the denial of the license; and, if any license has been granted under such circumstances, the license shall be subject to revocation.

Sec. 6-2-60. Inspection of application by license inspector; investigation by Sheriff; provision of information to Planning & Development Department upon request.

(a) If so filed as to comply with the requirement of this Ordinance an application under this Ordinance shall be sworn to and directed to the Director of Planning & Development for Augusta-Richmond County, who shall inspect the application and refer same to the Richmond County Sheriff, who shall investigate the character and reputation of the applicant, owners, partners, officers of the corporation, shareholders, managers, employees, and others associated with the application, and the suitability of the location for the sale of alcoholic beverages.

(b) All applicants shall furnish all data, information and records requested of them by the License & Inspection Department and/or the Richmond County Sheriff's Department, and failure to furnish such data, information and records within thirty (30) days from the date of the request shall automatically serve to dismiss, with prejudice, the application. Applicants, by filing an application, agree to produce for oral interrogation any person or persons involved in any transaction pertinent to the application or any evidence relevant to the application as may be requested by the Planning & Development Department or the Richmond County Sheriff's Department. Failure to produce such evidence, person or persons within thirty (30) days after being requested to do so shall result in the automatic dismissal of the application.

(c) The business owner and/or alcohol license applicant for all On-Premise Consumption license holders shall meet with the Sheriff's Office representative, Fire Department representative, and Business License Manager to review proposed measures for ensuring the safety of employees and patrons as required in Section 6-2-21.

Sec. 6-2-61. Review of application by the Augusta-Richmond County commission.

(a) *Procedures—Generally.* After the requirements of sections 6-2-58 through 6-2-60 have been fulfilled, all applications for original alcoholic beverage licenses of any type shall be submitted to the Public Services Committee of the Augusta-Richmond County Commission, which shall review the applications in such manner as the committee may determine to be necessary, and shall submit a recommendation to the Augusta-Richmond County Commission. After the investigation is complete, the Augusta-Richmond County Commission shall cause to be issued such license as it may determine to be warranted and needed by the applicant.

(b) *Order of consideration.* All applications presented shall be noted as to the date and exact time of filing, and such applications shall be presented, heard and considered by the Commission in the order of their filing.

Sec. 6-2-62. Criteria for license approval. Personal qualifications of applicants.

(a) *Citizenship; residency.* A license will be issued only to a person who is a citizen of the United States or an alien lawfully admitted for permanent residence in the United States, and who is a resident of Augusta-Richmond County, Georgia. Where an applicant is other than a natural person, it must be an entity organized and existing under the laws of the United States or one of its states, an agent of the entity must meet the qualifications of the preceding sentence.

- (1) For a license to be issued to a general partnership, the application must be made jointly by the partnership, any managing partner and all other partners owning at least a twenty
- (20) percent interest in the assets or revenues of the partnership. If there is no managing partner

and there is no partner meeting the ownership requirements, then the application must be made jointly in the name of the partnership and the general partner owning the greatest percentage interest in the assets and revenues of the partnership, as agent. At least one (1) of the applicants shall be a natural person. If none of the applicants required above is a natural person, then the natural person having primary responsibility for the operation of the business for which the license is sought shall join in the application, as agent.

(2) Where the applicant for a license is a limited partnership, the application shall be made jointly by the limited partnership, its general partners, and any other partner, limited or general, owning at least a twenty (20) percent interest in the assets or revenues of the limited partnership. At least one (1) of the applicants must be a natural person. If none of the applicants required above is a natural person, then the natural person having primary responsibility for the operation of the business for which the license is sought shall join in the application, as agent.

(3) Where the applicant for a license is a corporation, the application shall be made jointly in the name of the corporation and its president or vice president and any stockholder owning at least twenty (20) percent of the total outstanding capital stock of the corporation.

(4) Where the applicant for a license is a private club, the application shall be made jointly in the name of the private club and its president or general manager, as agent.

(5) Where the applicant for a license is an entity other than a natural person, a partnership, a corporation, or a private club, the application shall be made jointly in the name of the entity, the natural person having chief executive officer authority over the business activities of the entity and any other person having at least a five (5) percent interest in the assets or revenues of the entity, as agents. The application shall further disclose the type of entity making the application and every person having an ownership interest in the assets or revenues of the entity.

(6) Licenses issued to corporations, general partnerships, limited partnerships, private clubs or other types of entities must be issued jointly to the entity and all of the other persons required by this section to join in the application, as agents.

(b) *Moral character; criminal record.* No person, firm or corporation shall be granted an alcoholic beverage license unless it shall appear to the satisfaction of the Commission that such persons or partners in the firms or officers and directors of the corporation shall be of good moral character.

(c) *Age.* An applicant must be twenty-one (21) years of age or older.

(d) *Interest in Business; Involvement in Business.* The applicant must own a bona-fide interest in the business for which the license is sought. Further, the applicant must be involved in the day-to-day operation of the business for which the application is made. In the event the applicant is a corporation or partnership, the applicant must designate on the application or renewal application a manager or other supervisory employee (who is also a citizen of the United States and a resident of the State of Georgia and Augusta-Richmond County) as the individual responsible for the day-to-day operation of the business, and must comply with the provisions of section 6-2-70(d) herein.

(e) *Eligibility.* The applicant must not fall into any of the categories of individuals who are ineligible to hold a license under section 6-2-62.

Sec. 6-2-63. Individuals not eligible for license.

The following individuals are not eligible for an alcoholic beverage license, even if they possess all of the qualifications listed in section 6-2-61.

(a) Any person convicted of a felony who served any part of a criminal sentence, including probation within the ten (10) years immediately preceding the date of receipt of submission of the application.

(b) Any person who has been convicted of a misdemeanor who served any part of a criminal sentence, including probation within five (5) years immediately preceding the date of receipt of submission of the application.

(c) Any person whose license to sell alcoholic beverages has been revoked for cause in any state or territory of the United States within the ten (10) years preceding the filing of the application.

(d) Any person who has knowingly falsified information or made any material misrepresentation

on the application for a license under this Ordinance or any application under the predecessor Ordinance for Richmond County or the City of Augusta submitted within the ten (10) years preceding the filing of the application.

(e) Any person who has been convicted of a violation of any federal, state or local law pertaining to the possession, manufacture or sale of alcoholic beverages who served any part of a criminal sentence, including probation within the ten (10) years preceding the filing of the application.

(f) Should any such applicant, partner or officer or director of any applicant entity, after a license has been granted, be convicted or plead guilty or nolo contendere to a crime involving moral turpitude, or to the violation of any laws of the State of Georgia regulating possession or the sale of narcotics, drugs, liquors, wine or beer or the lottery laws of this state, said license shall be subject after hearing to immediate suspension or revocation.

Sec. 6-2-64. Same—Location restrictions.

(a) Zoning. No license shall be issued for the sale, either at wholesale or retail, of alcoholic beverages unless the licensee's place of business is located in an area within Augusta-Richmond County that is properly zoned for the sale of alcoholic beverages.

(b) Proximity to churches, libraries, schools, and public recreation areas. No original license shall be issued hereunder where the place of business of the licensee is located within the following distances of the following establishments:

(1) Church or library buildings, or public recreation areas:

Whiskey: One hundred (100) yards.

Malt beverage: One hundred (100) yards.

Wine: One hundred (100) yards.

(1.1) Special alcohol license distance requirements for the Downtown Business District.

a. The "Downtown Business District" for purposes of this Ordinance is bounded:

1. North by the Savannah River;
2. East by the western right-of-way line of Fifth Street;
3. South by the north right-of-way line of Greene Street; and
4. West by the east right-of-way line of Fifteenth Street.

b. Any structure in the "Downtown Business District" as herein above defined and not originally built as a place of worship will not be considered in applying any distance requirement in reference to the issuance of any alcohol license by Augusta, Georgia after the effective date of this Ordinance.

c. Exceptions: This Ordinance shall not apply to any structure in said "Downtown Business District" not originally built as a place of worship and in use as a place of worship on the effective date of this Ordinance.

d. In the Downtown Business District as herein defined, new applications for alcoholic beverage licenses submitted after the effective date of this Ordinance, shall be subject to distance requirements of 300 feet measured from the main entrance of the applicant's structure to the main entrance of the closest occupied structure originally built as a place of worship or any other structure not originally built as a place of worship and in use as a place of worship on or before the effective date of this Ordinance.

(2) School building or school grounds:

Whiskey: Two hundred (200) yards.

Malt beverage: One hundred (100) yards.

Wine: One hundred (100) yards.

The schools or colleges referred to herein shall include only such state, county, city, church or other schools as teach the subjects commonly taught in the common schools and colleges in this state and shall not include private schools or colleges within which only specialized subjects such as law, stenography, business, music, art, medicine, dentistry, vocational occupations and other special subjects are taught.

(c) No license authorizing the sale of alcoholic beverages shall be issued for a new location unless such proposed location is at a greater distance than 300 feet from any alcohol treatment center owned and operated by a governmental entity.

(d) No person knowingly and intentionally may sell any alcoholic beverages for consumption on the premises within 100 yards of any housing authority property. This subsection shall not apply at any location for which a license has been issued prior to July 1, 2000 nor to the renewal of such license. Nor shall this subsection apply at any location for which a new license is applied for if the sale of alcoholic beverages for consumption on the premises was lawful at such location at any time during the 12 months immediately preceding such application. (O.C.G.A. 3-3-21)

(e) All measurements, to determine distances for the issuance of alcoholic beverage license shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:

- (1) From the front door of the structure from which alcoholic beverage is sold or offered for sale;
- (2) In a straight line to the nearest public sidewalk, walkway, street, road or highway;
- (3) Along such public sidewalk, walkway, street, road or highway by the nearest route;
- (4) To the front door of the building, or;
- (5) To the nearest property line of the real property being used for school, educational purposes, or public recreation areas.

(f) No license in effect on the day of the adoption of this Ordinance shall be revoked before its day of expiration by reason of the method of measurement set out in this section if the license was granted in reliance on another method of measurement.

(g) Further, the Augusta-Richmond County Commission may, in its discretion, issue or deny any license when there is evidence that the type and number of schools, churches, libraries or public recreation areas in the vicinity of the place of business of the licensee causes minors to frequent the immediate area, even though there is compliance with the minimum distances as provided herein.

(h) Nothing contained herein shall prohibit the issuance of any license authorizing the sale or distribution of alcoholic beverages by:

- (1) Hotels or motels of fifty (50) rooms or more;
- (2) Bona fide private clubs owning their homes and subject to licensing by the State of Georgia as a private club;
- (3) Any establishment with a license to sell alcoholic beverages which meets the definition of a qualifying eating establishment as set forth in section 6-2-52 of this Ordinance, but not to include a Hybrid Restaurant; and
- (4) A location for a single event occasion.

(i) No license shall be issued under this Ordinance to any premises which do not meet the requirements of all state, county, and city laws, ordinances and regulations which would apply to said premises, including, but not limited to, building, fire, and sanitation codes.

(j) The restrictions on locations as stated herein are in addition to, and not in lieu of, any restrictions imposed by the laws of the State of Georgia.

(k) If an application is either withdrawn from consideration or denied, no application may be made by any person for the location for which the withdrawn or denied application was made, for a period of twelve (12) months from the date of withdrawal or denial; provided, however, if the application is withdrawn with the unanimous approval of the members of the Augusta-Richmond County Commission, the one (1) year prohibition shall not apply.

(l) If a license is suspended, no application may be made by any person for the location for which the suspended license was held, until such time as the period of suspension for said license expires.

(m) If a license is revoked, no application may be made by any person for the location for which the revoked license was held, for a period of twelve (12) months from the date of revocation.

Sec. 6-2-65. Same—Additional considerations.

(a) In determining whether or not any license applied for hereunder shall be granted, renewed, transferred or issued to a new location, in addition to all the provisions of this Ordinance, the following shall be considered in the public interest and welfare:

- (1) *Reputation, character.* The applicant's reputation, character, trade and business

associations or past business ventures, mental and physical capacity to conduct this business.

- (2) *Previous violations of liquor laws.* If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any law, regulation or ordinance relating to such business.
- (3) *Manner of conducting prior liquor business.* If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder, especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.
- (4) *Location.* The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent and surrounding property values.
- (5) *Number of licenses in trading area.* The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- (6) *Dancing.* If dancing is to be permitted upon the premises for which the license is sought and the applicant has previously permitted dancing upon any premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation or ordinance.
- (7) *Previous revocation of license.* If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages license suspended or revoked.
- (8) *Payment of taxes.* If the applicant and business are not delinquent in the payment of any local taxes.
- (9) *Congregation of minors.* Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64(b) herein.
- (10) *Prior incidents.* Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- (11) *Previous Denial or Revocation.* The denial of an application, or the revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

(b) If the application is denied, the Augusta-Richmond County Commission shall cause a written report to be prepared showing the reason or reasons for the denial. The Commission shall return the application showing its denial, together with the written report, to the Director of Planning & Development who shall notify the applicant of the denial within five (5) days of the denial. Notice to the applicant shall be made in writing, showing the reason or reasons for the denial and the day and time of the next scheduled meeting of the Commission. The applicant may appeal the denial of the application by serving notice on the Commission requesting reconsideration of the application. The applicant shall serve said notice, in writing, on the Commission within five (5) days of the receipt of the denial of the application.

(c) On reconsideration, the Commission shall hear evidence offered by the applicant and any entity opposing the issuance of the license. The applicant may be represented by counsel, may offer testimony by witnesses or any other evidence and may question any opposing witnesses. At the close of the evidence, the Commission shall either uphold its denial or shall approve the issuance of a license.

Sec. 6-2-66. Time limit for acquiring licenses once approved.

All licenses must be obtained not later than ninety (90) days from the date of the approval of the application, and, if not so obtained, the license shall be void. Extensions of time under this section shall be granted only by the Augusta-Richmond County Commission.

Sec. 6-2-67. License fee.

(a) *When due and payable.* When a license has been approved and granted, the same shall be paid for by certified check, cashier's check or money order for the full amount of the license fee.

(b) *Amount.* Each applicant shall pay a license fee as set out herein:

(Fees are subject to change / contact the Planning & Development Department for the current fee schedule.)

Retail and Wholesale:

	<u>Fee</u>
(1) Class A: Consumption on-premises beer	\$625.00 - \$665.00
(2) Class B: Retail beer	\$665.00
(3) Class C: Consumption on-premises wine	\$625.00 - \$665.00
(4) Class D: Retail wine	\$665.00
(5) Class E: Consumption on-premises liquor	\$3,115.00 - \$3,330.00
(6) Class F: Retail liquor	\$3,330.00
(7) Class G: Brewery, Manufacturer of Malt Beverages	\$1,000.00
(8) Class H: Brewpub Operator	\$1,000.00
(9) Class I: Micro Brewery	\$1,000.00
(10) Class J: Nano Brewery	\$1,000.00
(11) Class K: Pico Brewery	\$1,000.00
(12) Class L: Distillery	\$1,500.00
(13) Class M: Nano Distillery	\$1,500.00
(14) Class N: Pico Distillery	\$1,500.00
(15) Class O: Incidental on-premise beer	\$315.00
(16) Class P: Incidental on-premise wine	\$315.00
(17) Class Q: Incidental on-premise liquor	\$1,560.00
(18) Wholesale liquor	\$6,050.00
(19) Wholesale beer	\$665.00
(20) Wholesale wine	\$135.00
(21) Sunday sales	\$1,245 - \$1,330.00
(22) Alcohol Catering	\$365.00 (flat fee)
(23) Second Alcohol License	\$625.00 - \$665.00

Restaurants and Bars (On-premise consumption)**Occupancy Load / Fee**

	<u>1 – 100</u>	<u>101 – 200</u>	<u>201 – 300</u>	<u>301+</u>
Beer	\$625	\$635	\$650	\$665
Wine	\$625	\$635	\$650	\$665
Liquor	\$3115	\$3175	\$3235	\$3330
Sunday Sales	\$1245	\$1270	\$1295	\$1330
Second Alcohol Lic.	\$625	\$635	\$650	\$665
Sunday Sales Single	\$250	\$275	\$300	\$325

Event Restaurant and Bars

(c) *Proration.* The full license fee must be paid for a license issued prior to July 1 of the license year. One-half (1/2) of the full license fee shall be paid for a license issued after July 1 of the license year.

(d) *Refund.* In case of the revocation or surrender of such license before the expiration of the calendar year, the holder thereof shall not be entitled to receive any refund whatsoever.

Sec. 6-2-68. Term of license.

All licenses granted hereunder shall be for the calendar year.

Sec. 6-2-69. Display of license required.

(a) Every license issued under this Ordinance shall be kept prominently displayed by the holder thereof at his licensed place of business, and any alcoholic beverage kept, stored or found at said licensed place of business or at his warehouse shall be presumed to be his property.

(b) Nothing shall require additional licenses for service bars, or portable bars used exclusively for the purpose of mixing or preparing Alcoholic Beverage drinks when such bars are accessible only to employees of the licensed establishment and from which Alcoholic Beverage drinks are prepared to be served on the licensed premises.

Sec. 6-2-70. Licenses not transferable; exceptions; fee; new ownership.

(a) Generally. Licenses hereunder shall not be transferable, except as otherwise provided herein. Nothing in this section, however, shall prohibit one (1) or more partners of a partnership holding a license from withdrawing from the partnership in favor of one (1) or more of the partners who were partners at the time of the issuance of the license.

(b) Exceptions.

(1) Estate administration, etc. In case of the death of any person holding such a license, or any interest therein, the same may be transferred to the administrator, executor, or the lawful heirs of the deceased person, if otherwise qualified.

(2) Change of location. Should a transfer of a location be approved, there shall be no additional license fee, and the new location shall not be considered as a new license hereunder.

(3) Addition of partners or stockholders. A licensee may take in partners or additional stockholders where it is determined that the additional capital furnished is to be used exclusively for additional inventory or expanding the facilities of the business, or for building a new facility, and, where it appears that the licensee himself receives directly none of the additional capital invested. Under this section an additional partner or new stockholder must be approved by the Planning & Development Department and the Richmond County Sheriff's Department.

(4) Procedure for application for exception. Any licensee desiring a transfer of a license pursuant to an exception hereunder shall notify the Director of Planning & Development of the basis of the exception and shall provide the Director of Planning & Development with any information and/or documentation requested in connection with the exception. The Director of Planning & Development shall then either approve or deny the exception. If the exception is approved, the license shall be transferred by the Planning & Development.

(c) Fee for transfers. There shall be a fee of one hundred and twenty dollars (\$120.00) for transfers pursuant to this section. (Fees are subject to change / contact the Planning & Development Department for the current fee schedule.)

(d) New ownership; retail alcoholic beverage licenses. No retail beer, wine or whiskey license shall be transferred, but where a change in ownership is contemplated, the new owner or owners shall file a new application for a license. Changes in license ownership from one (1) party at interest named in the original application to another party at interest as named in the original application, and changes of license from one (1) employer or manager to a successor employer or manager, shall not be deemed a transfer of license within the prohibition against transfer contained in these regulations, so long as there is no change in the ownership or location. In each instance the Augusta-Richmond County Commission shall be advised in writing of such change and a complete disclosure of all facts in connection therewith shall be made at the time such request for change is presented. The Administrator shall have the authority to approve such a change of license. In the event that the Administrator denies such change of license, the applicant shall have the right within ten (10) days of such denial to appeal same to the Augusta-Richmond County Commission. An applicant for a change of license must follow the procedure for applying for an alcoholic beverage license, excluding section 6-2-58 and section 6-2-61. **A transfer fee from manager to manager shall be one hundred twenty dollars (\$120.00).** (Fees are subject to change / contact the Planning & Development Department for the current fee schedule.)

Sec. 6-2-71. Renewal of licenses.

(a) All licenses granted hereunder shall expire on December 31 of each year. Licensees who desire to renew their licenses shall file an application therefore, together with the requisite fee with the Planning & Development Department for such renewal, upon forms approved by the Director of Planning & Development, on or before December 15th of each year.

(b) All licenses to be renewed for the subsequent calendar year shall be submitted by the Planning & Development Department to the Commission for approval no later than November 15th of each year. Any licenses that have been placed on probation, suspension or have been revoked by the Commission during the year shall be submitted on a separate list by the Planning & Development Department for review and consideration for approval.

(c) There shall be a penalty fee charged for filing alcoholic beverage renewal application and license fee payment after the last business weekday of the current year. There shall be a penalty of 20% of the annual license fee but not less than \$300.00, whichever is greater.

If an alcoholic beverage license renewal application and license fee(s) have not been filed with the Planning & Development Department by January 31st of the renewal year, the license shall be declared to be abandoned and any relicensing shall require a new application.

Sec. 6-2-72. Denial of application to renew license.

(a) The possession of a license under this Ordinance is a privilege granted by Augusta, Georgia. The Augusta-Richmond County Commission is hereby authorized to deny the renewal of a license if it finds to exist any of the grounds constituting due cause to revoke, suspend or place on probation a license, as stated in section 6-2-74 herein.

(b) When the Sheriff recommends that an application to renew a license be denied, he shall provide the Director of Planning & Development with a written report describing the reason or reasons for the recommendation. The Director shall notify the Commission and shall serve written notice on the licensee at least five (5) days before the next scheduled meeting of the Commission. The notice shall state the reason(s) given by the Sheriff for his/her recommendation to deny the renewal of the license and the time and place of the next scheduled meeting of Commission.

(c) Commission shall receive evidence in the same manner described in section 6-2-74.

(d) At the conclusion of the evidence, the Commission shall consider the evidence and shall decide to grant or to deny the renewal of the license.

(e) If the application is denied, the Commission shall cause a written report to be prepared showing the reason or reasons for the denial. The Commission shall return the application showing its denial, together with the written report to the Director of Planning & Development who shall notify the applicant of the denial within five (5) days of the denial. Notice to the applicant shall be made in writing, showing the reason or reasons for the denial and the day and time of the next scheduled meeting of the Commission. The applicant may appeal the denial of the application, by serving notice on the Commission requesting reconsideration of the application. The applicant shall serve said notice in writing on the Commission within five (5) days of the receipt of the denial of the application. On reconsideration, the Commission shall hear evidence offered by the applicant and any entity opposing the issuance of the license. The applicant may be represented by counsel, may offer testimony by witnesses or any other evidence and may question opposing witnesses. At the close of the evidence, the Commission shall either uphold its denial or shall approve the issuance of the renewal license. Provided however, that the licensee may waive the five (5) day period if the next regular meeting of the Commission is scheduled within less than five (5) days from the date of the recommendation by the Sheriff.

Sec. 6-2-73. Cancellation of licenses.

(a) A license issued under this Ordinance expires on December 31 of the year in which issued, unless it expires or is revoked earlier pursuant to this section.

(b) A license issued under this Ordinance expires upon the individual licensee ceasing to act as licensee for any reason unless an extension is granted pursuant to subsection (c) herein.

(c) Failure to open for business. All applicants for licenses hereunder must, within one hundred eighty (180) days after the approval of said license, open for business the establishment referred to in the application and license and begin the sale of the product or products authorized by the license. Failure to

open the establishment and begin the sales as referred to above within the 180 day period shall serve as automatic forfeiture and cancellation of the unused license, and no refund of license fee shall be made to the license holder. Any extension of time under this section shall be granted only by the Augusta-Richmond County Commission.

(d) Ceasing of operations. Any holder of a license hereunder who shall begin the operation of the business and sale of the product and products as authorized in the license, but who shall thereafter cease to operate the business and sale of the product or products authorized in the license for a period of at least nine (9) months, shall automatically forfeit his license, which license shall, by virtue of said failure to operate, be cancelled without the necessity of any further action. Any extension of time under this section shall be granted only by the Commission.

Sec. 6-2-74. Probation, suspension & revocation.

Any license issued under this Ordinance may be put on probation, suspended and/or revoked by the Augusta-Richmond County Commission after a finding of due cause. Due cause for the probation, suspension or revocation of a license shall include but shall not be limited to, the following:

(a) A violation of this Ordinance or any State or federal law governing the manufacture, transport, or sale of alcoholic beverages by the licensee or any person in his employ or in the employ of the establishment for which the license was issued.

(b) The conviction of the licensee of a crime which would render him or her ineligible to apply for a license. The term conviction as used herein includes a plea of guilty or nolo contendere.

(c) Failure by the licensee, or any person in his employ or in the employ of the establishment for which the license was issued, to adequately supervise and monitor the conduct of the employees, patrons and others on the licensed premises, or on any property owned or leased by the licensee, including but not limited to parking lots and parking areas, or on any parking lots or areas which may be lawfully used by patrons of a licensed establishment, in order to protect the safety and well-being of the general public and of those using the premises.

(d) The revocation of the license or permit of the business to operate by any State, County, City or other governmental authority due to a violation of any law applicable to the business including, but not limited to, building codes and health codes.

(e) Falsifying information or making any material misrepresentation on the application for a license under this Ordinance.

Sec. 6-2-75. Procedure for probation, suspension & revocation.

(a) Upon cause to believe that due cause exists for the probation, suspension or revocation of a license under this Ordinance, the Director of Planning & Development or head of any department authorized to inspect the licensed premises, shall file a complaint with the Augusta-Richmond County Commission. The Director of Planning & Development shall notify the licensee, in writing, of the time and place of the next meeting when such complaint shall be heard by the Commission or a committee thereof. Such Notice shall be deemed sufficient when mailed to licensee at the address of the location at least five (5) days prior to said hearing.

(b) The Commission or committee thereof shall hear the evidence offered by the complaining authority herein and the evidence offered by the licensee. The licensee may be represented by counsel, may offer testimony by witnesses or any other evidence and may question the witnesses of the complaining authority. At the close of the evidence, the Committee shall revoke, suspend or sustain the license, or place the licensee on probation.

(c) If the Commission or committee thereof decides to revoke or suspend the license(s), all licenses issued to the location shall be surrendered to the Director of Planning & Development and no alcohol shall be sold, served or consumed on the premises.

(d) If the Commission or committee thereof decides to suspend the license(s), it shall state the number of days of the suspension. The licensee shall surrender the license or licenses to the Director of Planning & Development, who shall return the license(s) to the licensee at the end of the suspension period. No alcohol shall be sold, served or consumed at the location during the period of suspension.

(e) If the Commission or committee thereof sustains the license, the license shall remain in effect as issued.

(f) If the Commission or committee thereof decides to place the licensee on probation, it shall state the number of days of the probation. The licensee shall retain the license or licenses during the period of the probation period.

(g) The decision of the Commission or committee thereof may be appealed by either the licensee or the complaining authority by serving notice in writing on the Commission Chief Administrative Officer within five (5) days of the day of the hearing before the Commission or committee thereof. The filing of a notice of appeal shall have no effect on the status of the license as decided by the Commission or committee thereof and if the license was placed on probation, suspended or revoked, it shall remain so until said status is changed by the Commission.

(h) If a notice of appeal is filed with the Augusta-Richmond County Chief Administrative Officer, he/she shall notify the appellant of the next scheduled meeting of the Commission, at least five (5) days before the date of the meeting; provided, however, that the five (5) day period may be waived by agreement of both parties.

(i) At the appeal hearing, the Commission shall hear the evidence offered by the complaining authority and the evidence offered by the licensee. The licensee may be represented by counsel, may offer testimony by witnesses or any other evidence and may question the witnesses of the complaining authority. At the close of the evidence, the Commission shall affirm or reverse its prior decision.

(j) If the Commission decides to affirm its revocation of the license(s), all licenses issued to the location, if not already surrendered, shall be surrendered to the Director of Planning & Development and no alcohol shall be sold, served or consumed on the premises.

(k) If the Commission decides to affirm its suspension of the license(s), it shall state the number of days of the suspension. The licensee shall surrender the license or licenses, if not already surrendered, to the Director of Planning & Development who shall return the license(s) to the licensee at the end of the suspension period. No alcohol shall be sold, served or consumed at the location during the period of suspension.

(l) If the Commission reverses its prior action with regard to the license and the Director of Planning & Development has possession of the license or licenses, the license(s) shall be promptly returned to the licensee.

(m) If the Commission or committee thereof decides to affirm its decision to place the licensee on probation, it shall state the number of days of the probation. The licensee shall retain the license or licenses during the period of the probation period.

Sec. 6-2-76. Distance between locations of licensees.

(a) No retail dealer license (Class F) for the sale of distilled spirits shall be issued to any applicant whose proposed location is within five hundred (500) yards or less from an existing location or establishment for which Augusta, Georgia has issued a retail dealer license for the sale of distilled spirits.

(b) The distances provided for herein shall be measured in the same manner as provided in section 6-2-64(e) of this Ordinance.

(c) The distance requirements provided for herein shall not be construed or interpreted as prohibiting an applicant, who is otherwise qualified, from being approved and granted a license which constitutes a transfer in ownership of an existing license for distilled spirits which was previously held by an owner or operator of an existing establishment.

Sec. 6-2-77. License for single event; occasional license.

(a) Application may be made for an occasional, single event license for on-premises consumption of alcoholic beverages as follows:

(1) *For-profit applicant.* If the applicant is an agent for a for-profit business, the applicant must possess a valid license for the sale of alcoholic beverages for on-premises consumption under this chapter.

(2) *Nonprofit applicant.* An agent for a non-profit organization may apply for a single event license whether or not he/she possesses a license under this chapter.

(3) *Sunday Sales Single Event.* Restaurants as defined in Section 6-2-52 with a

current Alcohol License that are not otherwise licensed for Sunday sales, are allowed to apply for a single event Sunday sales license two (2) times in a calendar year.

- (3a) Sunday Sales Single Event for Bars - as defined in Section 6-2-2. In accordance with O.C.G.A. 3-3-7, Augusta Georgia Commission by adoption of a resolution may authorize the sale of alcoholic beverages for consumption on the premises from 12:30 P.M. until 12:00 Midnight on one Sunday during each calendar year that shall be designated in such resolution.

1. The sale of alcoholic beverages is authorized for consumption on-premises in bars on the designated Sunday between the hours of 12:30 P.M. until 12:00 Midnight; provided further that said premises shall be vacated of all persons, including employees, by no later than 1:30 A.M. Monday.

- (4) *Advertisement.* All persons, firms or corporations desiring to engage in the sale of alcoholic beverages for a single event shall give notice of their intention to make such application by advertisement in form prescribed by Augusta-Richmond County Director of Planning & Development. Advertising, as referred to in this section, means there shall be a sign posted thirty (30) days prior to the hearing of the application in a prominent position on the property (e.g., front window where it can be read from the road); also, all new license applicants shall be required to advertise three (3) times in the legal gazette (Augusta Chronicle) *if the location is considered a new location*, before applications are heard by the Commission. Advertising in the legal gazette shall be during the thirty-day period prior to the hearing of the application by the Commission. Before the application is presented to the Commission, the applicant shall furnish proof that the advertisement has been completed as required hereinabove. The above provisions regarding advertisement shall not apply to an application to sell alcoholic beverages in or on any museum, cultural center or facility, public park, playground, or building owned or operated by Augusta-Richmond County, Georgia Port Authority, or at a location on Riverwalk which has been designated as An Alcohol Beverage Location by Riverwalk Augusta (see Section 6-2-5), nor shall the above provisions regarding advertisement apply to events held by non-profit organizations or restaurants or bars applying for a single event Sunday sales license.

(5) *Form; information to be provided.* Application for a single event license must be made in writing as provided in section 6-2-58 hereof; provided, however, that no plat shall be required, but the approximate distance of the premises for which the license is being applied from the nearest church, school, library, public recreation area, housing authority property, or alcohol treatment center shall be stated on the application.

- (6) *Date due; fee.* The application for a license hereunder shall be made at least one (1) month prior to the date of the scheduled event and / or in sufficient time to allow for advertisement, as required herein. For-Profit applicants and Non-Profit applicants shall pay a regulatory fee of one hundred dollars (\$100.00) per day of the event by certified check, cashier's check or money order made payable to the Augusta-Richmond County Commission. A bar or restaurant shall pay a regulatory fee of two hundred fifty dollars to three hundred twenty-five dollars (\$250.00 - \$325.00) per Sunday Sales Single Event by certified check, cashier's check or money order made payable to the Augusta-Richmond County Commission. (Fees are subject to change / contact the Planning & Development Department for the current fee schedule.)

- (7) *Occasional, single event.* The event for which the occasional, single event license is sought by the For-Profit and Non-Profit applicants may not exceed seven (7) calendar days in duration and the licensee shall not be eligible for an occasional event license more frequently than once every three (3) months, except in any area in which no advertisement is necessary pursuant to Section (a) (4) above. A Sunday Sales Single Event restaurant licensee shall not be eligible for an occasional single event license more frequently than two (2) times in a calendar year.
- (8) *Untrue or misleading information; material omissions.* Any untrue or misleading information contained in, or material omission left out of, an application for a license hereunder shall be cause for the denial of the license; and, if any license has been granted under such circumstances, the license shall be subject to revocation.
- (9) *Grounds for denial.* In addition to the other grounds provided in this Ordinance for the denial of a license, an application for an occasional, single event license may be denied on one or more of the following grounds:
- a. The location or terrain for the proposed event may be hazardous to a person consuming alcoholic beverages.
 - b. The number of anticipated attendants of the event renders the consumption of alcoholic beverages a danger to the safety of the public.
 - c. The proposed location for the event is in an area in which numerous incidents requiring police intervention occurred.
 - d. The applicant is not eligible for a license under this Ordinance pursuant to sections 6-2-61, 6-2-62 and/or 6-2-63.
 - e. There is evidence from this or other jurisdictions that the activities combined with consumption of alcoholic beverages, may cause a danger to the safety of the attendants or the public.
- (10) *Procedures.*
- a. The Director of Planning & Development shall forward the application to the Recreation Department Director, if applicable, and then forward to the Richmond County Sheriff, who shall indicate his approval or disapproval of the application. The Sheriff may condition the approval of such application on the licensee's providing a sufficient number of security personnel for the protection of the public during the event. If approved, the application shall be forwarded back to the Planning & Development Department for processing as stated in 6-2-77(a) 4.
 - b. For such applications from Non-Profit organizations, Sunday Sales Single Event Restaurant, Bar applicants *and other license applications not considered a new location*, the Director of Planning & Development Department with a written approval report from the Sheriff, and Recreation Department if applicable, shall grant the license. The Director of Planning & Development shall issue the license. The license shall be valid for the location, date(s) and time(s) specified therein only.
 - c. If the Sheriff and / or Recreation Department if applicable, denies the application, the Director of Planning & Development shall promptly notify the applicant in writing of the reason(s) for the denial.
- (11) *Appeal.* An applicant may appeal the denial of a license under this subsection by filing written notice with the Augusta-Richmond County Commission Chief Administrative Officer within five (5) days of receiving notice of the denial. The Commission shall hear the evidence and make its determination at its next

regularly scheduled meeting. Notice of the next scheduled meeting of the Commission shall be served on the applicant at least three (3) days prior to the meeting, unless the three-day period is waived by the applicant. The Commission shall receive evidence in the manner provided in section 6-2-74 herein and shall decide to uphold or reverse the decision of the Chairman-Mayor of Augusta-Richmond County.

Sec. 6-2-78. Alcoholic Beverages Tasting Events for Retail Package Store Customers

(a) A tasting event shall be held on the premises of the retail package store and must comply with the following requirements:

1. *The licensee is not required to obtain any additional license or permit from the Department of Revenue. However, prior to hosting the tasting event, the licensee must notify Augusta, Georgia Planning & Development Department, Business License / Alcohol License Division on the form provided, where the premises is located, the date and time of the tasting event, and pay a twenty-five dollar fee (\$25) per tasting event.*
2. *Retail package stores may host one tasting event per day (not to exceed 52 tasting events per calendar year) and the tasting event shall not exceed four hours.*
3. *Tasting events shall only be held during times when alcoholic beverages may be lawfully sold.*
4. *Alcoholic beverages shall only be served to consumers 21 years of age or older.*
5. *Representatives and salespersons of manufacturers or wholesalers may attend the event, but may not:*
 - a. *Host the event*
 - b. *Pour any alcoholic beverages; or*
 - c. *Provide anything of value to the consumer, licensee or its employees.*
6. *Only one of the following types of alcoholic beverages may be served at a tasting event:*
 - a. *Malt beverage*
 - b. *Wine, or*
 - c. *Distilled Spirits.*
7. *The package store may offer more than one brand of the chosen type of alcoholic beverage, but no more than 4 bottles or cans may be open at one time. For example, a package store hosts a wine tasting event and opens Brand A, Brand B, Brand C and Brand D for tasting. Brand E cannot be opened until one of the prior four brands is closed or discarded. Likewise, a brand of distilled spirits or beer may not be opened or offered at a wine tasting event.*
8. *Tasting event quantity limits are as follows:*
 - a. *Malt Beverage – 8 ounces per person*
 - b. *Wine – 5 ounces per person*
 - c. *Distilled Spirits - 1.5 ounces per person*
9. *Only alcoholic beverages the licensee is authorized to sell on the licensed premises may be offered as part of a tasting event, and such alcoholic beverages must be a part of the licensee's inventory.*
10. *Any broken packages shall be kept locked in a secure room or cabinet, except when in use during a tasting event.*
11. *Only food that is lawful to sell on the licensed premises may be offered as part of the tasting event. There shall be no cost to the consumer for such permitted food items.*
 - a. *Permitted food items are single-serving snack items, pre-packaged by the manufacturer, that do not require any preparation for consumption.*

(Please review Ga.Comp.R. & Regs. r560-2-3-.04 for detailed information.)

Secs. 6-2-79—6-2-100. Reserved.

ARTICLE 3
EXCISE TAX MALT BEVERAGES, WHISKEY, WINE

Sec. 6-2-101. Levy; schedule.

Each wholesaler who sells to retailers located in Augusta, Georgia shall pay an excise tax in the amount of \$0.22 per liter on the sale of liquors and wines, and an excise tax in the amount of \$0.05 per 12 ounces on the sale of malt beverages (or proportionately thereof so as to graduate the tax on bottles, cans and containers of various sizes) plus an excise tax on malt beverages of \$6.00 for each container of 15 and 1/2 gallons and a like rate for fractional parts thereof.

Sec. 6-2-102. In addition to other license fees, etc.

The excise tax provided for in this article shall be in addition to any license fee, tax or charge which may now or in the future be imposed upon the business of selling malt beverages, whiskey or wine at retail or wholesale, within Augusta-Richmond County.

Sec. 6-2-103. Payment.

The excise tax shall be paid as follows: Each wholesale dealer selling malt beverages within Augusta-Richmond County shall file with the Planning & Development Department a report by the tenth day of each month showing, for the preceding calendar month, the exact quantities of beverages by size and type of container, constituting a beginning and ending inventory for the month, sold within Augusta-Richmond County. Each such liquor and wine wholesale dealer shall also remit to the Planning & Development Department, on the twentieth of each month succeeding the calendar month in which such sales were made, the amount of excise tax due by check payable to the Augusta-Richmond County Commission, in accordance with this section, with no discount by state law. All books and records of each such wholesale dealer shall be subject to inspection and audit by the Planning & Development Department to verify compliance with this section. Wholesale dealers of whiskey and wine shall file this report by the twentieth day of each month.

Sec. 6-2-104. Collection fee discount; penalties for nonpayment.

(a) Each wholesale dealer of whiskey or wine shall be allowed to deduct two and one-half (21/2) percent as a collection fee on the excise tax collected each month. Upon the failure to make a timely report and remittance on the twentieth day of the month next succeeding the calendar month in which such sales were made, the collection fee shall be forfeited. Failure to make a timely report and remittance within thirty (30) days after the twentieth day of the month next succeeding the month in which such sales were made shall render a wholesale dealer liable for a penalty equal to ten (10) percent of the total amount due during the first thirty-day period following the date such report and remittance were due; and a further penalty of five (5) percent of the amount of such remittance for each successive thirty-day period, or any portion thereof, during which such report and remittance are not filed. The filing of a false or fraudulent report shall render the wholesale dealer making such report liable for a penalty equal to fifty (50%) percent of the amount of remittance which would be required under an accurate and truthful report.

(b) Each wholesale dealer of malt beverages upon the failure to make a timely report and remittance on the tenth day of the month next succeeding the calendar month in which such sales were made shall render a wholesale dealer liable for a penalty equal to 5% of the amount due or \$50, whichever is greater; and a further penalty of five (5) percent of the amount of such remittance for each successive thirty-day period, or any portion thereof, during which such report and remittance are not filed. The filing of a false or fraudulent report shall render the wholesale dealer making such report liable for a penalty equal to fifty (50%) percent of the amount of remittance which would be required under an accurate and truthful report.

Sec. 6-2-105. Appropriation of beer excise tax revenue.

All proceeds from the beer excise tax imposed by this article are hereby appropriated by the Augusta-Richmond County Commission.

Secs. 6-2-106—6-2-115. Reserved.

ARTICLE 4 MIXED DRINKS

Sec. 6-2-116. Definitions.

The following words, terms and phrases shall, for the purpose of this article, be defined as follows:

(a) *Alcoholic beverage.* Any beverage containing alcohol obtained by distillation, including rum, whiskey, gin and other spirituous liquors by whatever name called, but not including malt beverages, fermented wines or fortified wines.

(b) *Person.* An individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, nonprofit corporation or cooperative nonprofit membership, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting a unit, the plural as well as the singular number, excepting the United States of America, the State of Georgia, and any political subdivision of either thereof upon which the Augusta-Richmond County Commission is without power to impose the tax herein provided.

(c) *Purchaser.* Any person who orders and gives present or future consideration for any alcoholic beverages by the drink.

(d) *Licensee.* Any person who holds a permit from Richmond County, the City of Augusta, or Augusta-Richmond County to sell alcoholic beverages by the drink.

(e) *Drink.* Any alcoholic beverage served for consumption on the premises, which may or may not be diluted by any other liquid.

(f) *Purchase price.* The consideration received for the sale of alcoholic beverages by the drink valued in money, whether received in cash or otherwise, including all receipts, cash, credits and property or services of any kind or nature and also the amount for which credit is allowed by the licensee to the purchaser, without any deduction therefrom whatsoever.

(g) *Agent.* That person designated by a licensee in his application for a license to sell alcoholic beverages by the drink in Augusta-Richmond County.

(h) *Tax.* The tax imposed by this article.

(i) *Monthly period.* The calendar month of the year.

(j) *Director of Planning & Development.* That person named as director of the Richmond County Planning & Development Department, or any designated representative thereof.

Sec. 6-2-117. Imposition and rate of tax.

There is hereby imposed and levied upon every sale of an alcoholic beverage purchased by the drink in Augusta-Richmond County a tax in the amount of three (3) percent of the purchase price of said beverage.

Sec. 6-2-118. Purchaser's receipt; creditor deferred payment.

Every licensee for the sale of alcoholic beverages by the drink operating a place of business in Augusta-Richmond County shall, at the time of collecting for food and drinks served, give to the purchaser a receipt on which the price of alcoholic beverages served shall be itemized separately. Where the charges for food and drink are satisfied by credit card or deferred payment at hotels or motels, the payment of the tax to the licensee may be deferred in a like manner; however, the licensee shall be liable therefor at the time and to the extent that such credits are incurred.

Sec. 6-2-119. Persons liable for tax.

Every licensee or his agent is hereby authorized and directed to collect the tax herein imposed from purchasers of alcoholic beverages by the drink sold within his licensed premises. Such licensee or his agent shall furnish such information as may be requested by the Director of Planning & Development to facilitate the collection of this tax.

Sec. 6-2-120. Determinations, returns and payments.

(a) *Due date of taxes.* All taxes collected by any licensee or agent hereunder shall be due and payable to the Director of Planning & Development of Augusta-Richmond County monthly on or before

the twentieth day of every month next succeeding each respective monthly period, as set forth in section 6-2-103 herein.

(b) Return; time of filing; persons required to file; execution.

On or before the twentieth day of the month following each monthly period, a return for the preceding monthly period shall be filed with the Director of Planning & Development of Augusta-Richmond County in such form as the director may prescribe by every licensee or agent liable for the payment of tax hereunder.

(c) Contents of return. All returns shall show the gross receipts from the sale of alcoholic beverages by the drink, amount of tax collected or authorized due for the related period, and such other information as may be required by the Director of Planning & Development.

(d) Delivery of return and remittance. The person required to file the return shall deliver the return, together with the remittance of the net amount of tax due to Planning & Development Department, 1815 Marvin Griffin Road, Augusta, Ga. 30906, for Augusta-Richmond County.

(e) Collection fee allowed operators. Operators collecting the tax shall be allowed to receive a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if said amount is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized for deductions from state tax under the Georgia Retailers' and Consumers' Sales and Use Tax Act, approved February 20, 1951 (Ga. Laws, P. 360) as now or hereafter amended.

Sec. 6-2-121. Deficiency determinations.

(a) Recomputation of tax; authority to make; basis of recomputation.

If the Director of Planning & Development is not satisfied with the return or returns of the tax, or the amount of the tax to be paid to the Augusta-Richmond County Commission by any person, he may compute and determine the amount required to be paid upon the basis of any information within his possession or

that may come into his possession. One or more than one deficiency determination may be made of the amount due for one or more than one monthly period.

(b) Interest on deficiency. The amount of the deficiency determination, exclusive of penalties, shall bear interest at the rate of one (1) percent per month or fraction thereof from the twentieth day after the close of the monthly period in which the amount or any portion thereof should have been returned until the date of payment.

(c) Offsetting of overpayment. In making a deficiency determination, the Director of Planning & Development may offset overpayment, for a period or periods, against underpayment, for another period or periods, against penalties, and against the interest on underpayment. The interest on overpayment shall be computed in the manner set forth in subsection (b) above.

(d) Penalty; negligence or disregard of rules and regulations. If any part of the deficiency for which a deficiency determination has been made is due to negligence or disregard of rules and regulations, a penalty of twenty-five (25) percent of the amount of such deficiency shall be added thereto.

(e) Penalty for fraud or intent to evade. If any part of the deficiency for which a deficiency determination is made is due to fraud or an intent to evade any provisions of this article or other authorized rules and regulations, a penalty of fifty (50) percent of the deficiency shall be added thereto.

(f) Notice of Director of Planning & Development's determination; service of. The Director of Planning & Development, or his designated representative, shall give to the licensee written notice of his deficiency determination. The notice may be served personally or by mail; if by mail such service shall be pursuant to O.C.G.A. § 9-11-4 and shall be addressed to the licensee at his address as it appears in the records of the Director of Planning & Development. In case of service by mail of any notice required by this article, the service is complete at the time of deposit in the United States Post Office.

(g) Time within which notice of deficiency determination to be mailed. Except in the case of fraud, intent to evade this article or authorized rules or regulations, or failure to make a return, every notice of a deficiency determination shall be mailed within three (3) years after the twentieth day of every month following the monthly period for which the amount is proposed to be determined, or within three (3) years after the return is filed, whichever period should last expire.

Sec. 6-2-122. Determination if no return made.

(a) *Estimate of gross receipts.* If any licensee fails to make a return, the Director of Planning & Development shall make an estimate of the amount of the gross receipts of the licensee, or as the case may be, of the amount of the total sales in Augusta-Richmond County which are subject to the tax. The estimate shall be made for the period or periods in respect to which the licensee failed to make the return and shall be based upon any information which is in, or may come into, the possession of the Director of Planning & Development. Upon the basis of this estimate, the Director of Planning & Development shall compute and determine the amount required to be paid the Commission, adding to the sum thus determined a penalty equal to fifteen (15) percent thereof. One (1) or more deficiency determinations may be made for one (1) or for more than one (1) period.

(b) *Manner of computation; offsets; interest.* In making a determination under this section, the Director of Planning & Development may offset overpayment for a period or penalties against the interest on the underpayment. The interest on underpayment shall be computed in the manner set forth in section 6-2-121(c).

(c) *Interest on amount found due.* The amount of the determination under this section, exclusive of penalties, shall bear interest at the rate of one (1) percent per month, or fraction thereof, from the twentieth day of the month following the monthly period, for which the amount or any portion thereof should have been returned, until the date of payment.

(d) *Penalty for fraud or intent to evade.* If the failure of any person to file a return is due to fraud or an intent to evade this article or rules and regulations, a penalty of twenty five (25) percent of the amount required to be paid by the person, exclusive of penalties, shall be added thereto in addition to the twenty (20) percent penalty provided in section 6-2-121(d).

(e) *Giving of notice; manner of service.* Promptly after making his determination, the Director of Planning & Development shall give to the person written notice, to be served personally or by mail in the manner prescribed for service of notice of a deficiency determination.

Sec. 6-2-123. Penalties and interest for failure to pay tax.

Any licensee who fails to pay the tax herein imposed to the Augusta-Richmond County Commission, or fails to pay any amount of such tax required to be collected and paid to the Commission, within the time required, shall pay a penalty of ten (10) percent of the tax, or amount of the tax, in addition to the tax or amount of the tax, plus interest on the unpaid tax or any portion thereof, as set forth in section 6-2-121(b).

Sec. 6-2-124. Collection of tax.

(a) *Security, Director of Planning & Development may exact; amount; sale of; notice of sale, return of surplus.* The Director of Planning & Development, whenever he deems it necessary to ensure compliance with this article, may require any person subject hereto to deposit with him such security as the director may determine. The amount of the security shall be fixed by the director but shall not be greater than twice the person's estimated average liability for the period for which he files returns, determined in such a manner as the director deems proper, or ten thousand dollars (\$10,000.00), whichever amount is the lesser. The amount of the security may be increased by the Director of Planning & Development subject to the limitations herein provided. The director may sell the security at public auction, with the approval of the Augusta-Richmond County Commission, if it becomes necessary to do so in order to recover any tax or any amount required to be collected, interest or penalty due. Notice of the sale may be served upon the person who deposited the security personally or by mail; if by mail, service shall be made in the manner prescribed for service of a notice of a deficiency determination and shall be addressed to the person at his address as it appears in the records of the Director of Planning & Development. Upon any sale, any surplus above the amounts due shall be returned to the person who deposited the security.

(b) *Notice of delinquency to persons holding, credits or property of delinquent; time for; duty of persons so notified.* If any person is delinquent in the payment of the amount required to be paid by him, or in the event a determination has been made against him which remains unpaid, the Director of Planning & Development may, not later than three (3) years after the payment became delinquent, give notice thereof by registered mail to all persons in Augusta-Richmond County having in their possession or under their control any credits or other personal property belonging to the delinquent, or owing any debts to the

delinquent. After receiving the notice, the persons so notified shall neither transfer nor make any other disposition of the credits, other personal property or debts in their possession or under their control at the time they receive the notice until the director consents to a transfer or disposition or until twenty (20) days elapse after the receipt of the notice. All persons so notified shall, within five (5) days after receipt of the notice, advise the director of all these credits, other personal property, or debts in their possession, under their control or owing by them.

(c) *Action for tax; time for.* At any time within three (3) years after any tax or any amount of tax required to be collected becomes due and payable and at any time within three (3) years after the delinquency of any tax or any amount of tax required to be collected, the Director of Planning & Development may bring an action in the courts of this state, or any other state, or of the United States, in the name of the Augusta-Richmond County Commission, to collect the amount delinquent, together with penalties and interest, court fees, filing fees, attorney's fees and other legal fees incident thereto.

(d) *Duty of successors or assignees of operator to withhold tax from purchase money.* If any operator liable for any amount under this article sells out his business or quits the business, his successors or assigns shall withhold sufficient of the purchase price to cover such amount due and owing until the former owner produces a receipt from the Director of Planning & Development showing that he has been paid or a certificate stating that no amount is due.

(e) *Liability for failure to withhold; certificate of notice of amount due; time to enforce successor's liability.* If the purchaser of a business fails to withhold the purchase price as required under subsection (d) above, he becomes personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price valued in money. Within thirty (30) days after receiving a written request from the purchaser for a certificate, the Director of Planning & Development shall either issue the certificate or mail notice to the purchaser at his address as it appears on the records of the Director of Planning & Development of the amount that must be paid as a condition of issuing the certificate. The time within which the obligation of a successor may be enforced shall start to run at the time the operator sells out his business or at the time that the determination against the operator becomes final, whichever event occurs later.

(f) *Refund of tax, penalty or interest paid more than once or illegally collected.* Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by Augusta-Richmond County under this Ordinance, it may be offset as provided in section 6-2-121(c) or it may be refunded, provided a verified claim in writing therefor, stating the specific ground upon which the claim is founded, is filed with the Director of Planning & Development within three (3) years from the date of payment. The claim shall be audited and shall be made on forms provided by the director. If the claim is approved by the director and the Augusta-Richmond County Commission, the excess amount collected or paid may be refunded or may be credited on any amounts then due and payable from the person from whom it was collected or by whom paid; and the balance may be refunded to this person, his administrators or executors.

Sec. 6-2-125. Administration of article.

(a) *Authority of Director of Planning & Development.* The Director of Planning & Development shall administer and enforce the provisions of this article for the levy and collection of the tax imposed by this article.

(b) *Rules and regulation.* The Director of Planning & Development shall have the power and authority to make and publish reasonable rules and regulations not inconsistent with this article or other laws of Augusta-Richmond County and the State of Georgia, or the constitution of this state or the United States for the administration and enforcement of the provisions of this article and the collection of the taxes hereunder.

(c) *Records required for operators, etc.; form.* Every licensee for the sale of alcoholic beverages by the drink in this county to a person shall keep such records, receipts, invoices and other pertinent papers in such form as the Director of Planning & Development may require.

(d) *Examination of records; audits.*

(1) The Director of Planning & Development, auditor of Augusta-Richmond County, or any person authorized in writing by the director, may examine the books, papers, records, financial reports, equipment and other facilities of any licensee liable for the tax, in order

to verify the accuracy of any return made, or if no return is made by the licensee, to ascertain and determine the amount required to be paid.

- (2) Upon demand by the Director of Planning & Development, auditor, or designated representative, any person holding a license from Augusta-Richmond County, shall open to the Director of Planning & Development, auditor, or designated representative, his place or places of business for the purpose of enabling the director or his representative to ascertain and gain such information as may be necessary for determination of the proper classification of such license holder for license fee purposes and determination of the correct amount of license fee to which such person is subject. Upon demand by the Director of Planning & Development, or his designated representative, any person holding a license from Augusta-Richmond County shall furnish the director or his representative, during normal business hours at such person's place of business, all books of account, invoices, papers, reports and memoranda containing entries showing amount of purchases, sale receipts, inventory and other information, ascertained and from which the correct amount of the fee to which he is subject may be determined, including exhibition of bank deposit books, bank statements, and copies of sales tax reports, employee W-2's, 1099 Forms, and any other such documents as Augusta-Richmond County may deem necessary. Any person holding a license from Augusta-Richmond County shall secure, preserve, maintain and keep for a period of three years the records and documents enumerated and referred to in this section.

(e) *Authority to require reports; contents.* In administration of the provisions of this article, the Director of Planning & Development may require the filing of reports by any person or class of persons having in such person's or persons' possession or custody information relating to sales of alcoholic beverages which are subject to the tax. The reports shall be filed with the Director of Planning & Development when required by the director and shall set forth the price charged for each sale, the date or dates of sale and such other information as the Director of Planning & Development may require.

(f) *Disclosure of business of operators, etc.; limitations on rule.* The Director of Planning & Development or any person having an administrative duty under this article shall not make known in any manner the business affairs, operations or information obtained by an audit of books, papers, records, financial reports, equipment and other facilities of any licensee or any other person visited or examined in the discharge of official duty, or the amount of source of income, profits, losses, expenditures or any particular thereof, set forth or disclosed in any return, or to permit any return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person not having such administrative duty under this Ordinance, except in the case of judicial proceedings or other proceedings necessary to collect the tax hereby levied and assessed. Successors, receivers, trustees, executors, administrators, and assignees, if directly interested, may be given information as to the items included in the measure and amount of unpaid tax or amounts of tax required to be collected, interest and penalties.

Sec. 6-2-126. Revocation of license.

The continuous failure to pay the above prescribed tax shall render the dealer or person liable therefor subject to revocation of their alcoholic beverage license(s) in accordance with the procedures set out in the Code of Augusta-Richmond County.

Sec. 6-2-127. Severability.

If any section, provision, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

Secs. 6-2-128—6-2-140. Reserved.

ARTICLE 5**SALES OFF PREMISES FOR CATERED FUNCTIONS****Sec. 6-2-141. Definitions.**

As used in this chapter, the term:

- (a) *Food caterer*. Any person who prepares food for consumption off the premises.
- (b) *Caterer - Licensed alcoholic beverage caterer*. Any retail dealer who has been licensed by Augusta, Georgia pursuant to this chapter and pursuant to Georgia law.
- (c) *Person*. Any individual, company, corporation, association, partnership, or other legal entity.

Sec. 6-2-142. Licensed alcoholic beverage caterers eligible for off-premise licenses; application fee.

(a) Any licensed alcoholic beverage caterer who additionally holds a valid license from a county or municipality in the State of Georgia which authorizes the licensee to sell malt beverages or wine by the drink for consumption on the premises may be issued from Augusta an off-premise license which authorizes such licensed alcoholic beverage caterer to sell malt beverages or wine by the drink off premises and in connection with an authorized catered function.

(b) Any licensed alcoholic beverage caterer who additionally holds a valid license from a county or municipality in the State of Georgia which authorizes the licensee to sell malt beverages or wine by the package for consumption off the premises may be issued from Augusta an off-premise license which authorizes such licensed alcoholic beverage caterer to sell malt beverages or wine by the drink off premises and in connection with an authorized catered function.

(c) Any licensed alcoholic beverage caterer who additionally holds a valid license from a county or municipality in the State of Georgia which authorizes the licensee to sell distilled spirits by the drink for consumption on the premises may be issued from Augusta an off-premise license which authorizes such licensed alcoholic beverage caterer to sell distilled spirits by the drink off premises and in connection with an authorized catered function.

(d) Any licensed alcoholic beverage caterer who additionally holds a valid license from a county or municipality in the State of Georgia which authorizes the licensee to sell distilled spirits by the package for consumption off the premises may be issued from Augusta an off-premise license which authorizes such licensed alcoholic beverage caterer to sell distilled spirits by the drink off premises and in connection with an authorized catered function.

(e) An alcoholic beverage caterer shall make application for an off-premise license as provided in subsections (a) and (c) or subsections (b) and (d) of this Code section with the Augusta-Richmond County Commission through the Director of Planning & Development, and shall pay to Augusta an annual license fee in the amount of three hundred sixty-five (\$365.00) dollars.

Sec. 6-2-143. Event permits.

In order to distribute or sell distilled spirits, malt beverages, or wine at an authorized catered function in Augusta, a licensed alcoholic beverage caterer shall be required to:

(a) Apply to the Augusta-Richmond County Commission through the Director of Planning & Development for an event permit. Augusta shall charge a fee of twenty-five dollars (\$25.00) for such event permit except as hereinafter provided for one whose alcoholic beverage caterer's license was issued by a political subdivision other than Augusta. The application shall include the name of the caterer; the date, address, and time of the event; and the licensed alcoholic beverage caterer's license number. When the catered function is domiciled in Augusta and the alcoholic beverage caterer's license was issued by a political subdivision other than Augusta, Augusta shall charge an event permit fee of fifty dollars (\$50.00) and levy local excise taxes on the total quantity of alcoholic beverages brought into such political subdivision by the caterer. Applications for event permits should be made to the Director of Planning & Development in accordance with the provisions of this Chapter; and

(b) Provide satisfactory reports to Augusta on forms provided by the Department of Planning & Development stating the quantity of any and all alcoholic beverages transported from the licensee's primary premises to the location of the authorized catered function and such other information as required by Augusta; and

(c) Maintain original local event permits and documents required by Augusta in the vehicle transporting the alcoholic beverages to the catered function at all times.

Sec. 6-2-144. Violations.

(a) It shall be unlawful for a food caterer to distribute or sell distilled spirits, malt beverages, or wine off the premises of the food caterer's business without a license issued pursuant to this chapter. This subsection shall not affect any other provisions of this chapter which may require a food caterer who has a license to sell alcoholic beverages on the premises of the food caterer's business.

(b) It shall be unlawful for a licensed alcoholic beverage caterer licensed under this chapter to distribute or sell distilled spirits, malt beverages, or wine off premises except in connection with an authorized catered function within the scope of the event permit.

(c) It shall be unlawful for a licensed alcoholic beverage caterer to distribute or sell.

(1) Distilled spirits in any jurisdiction which does not permit the sale of distilled spirits by the drink for consumption only on the premises.

(2) Malt beverages or wine in any jurisdiction which does not permit the sale of malt beverages or wine by the drink for consumption only on the premises.

(d) It shall be unlawful for a licensed alcoholic beverage caterer to distribute or sell distilled spirits, malt beverages, or wine during any hours in which the sale of alcoholic beverages by the drink for consumption only on the premises is not permitted by Augusta.

(e) Sunday sales. An alcoholic beverage caterer wishing to cater an event or function on Sunday must comply with the requirements of state law with respect to the service of alcoholic beverages on Sunday.

(f) It shall be unlawful for a licensed alcoholic beverage caterer to employ any person under twenty-one (21) years of age who, in the course of such employment, would dispense, serve, sell, or handle alcoholic beverages. It is the intent of this subsection to prevent any person employed by such caterer, or any other employee, to knowingly violate any prohibitions contained in this Code relating to furnishing alcoholic beverages to, and purchase and possession of alcoholic beverages by, a person under twenty-one (21) years of age.

(g) Nothing in this chapter shall be construed to authorize the sale of alcoholic beverages by a caterer in any jurisdiction where the sale of distilled spirits by the drink for consumption only on the premises has not been legalized.

(h) Any licensee hereunder, or any person employed by licensee or business for which the license was granted, who violates the provisions of this Code section shall subject the license of the licensee to suspension or revocation, and the individual shall be subject to trial and conviction of a misdemeanor and shall be punished as provided in section 1-6-1 of this Code.

Sec. 6-2-145. Severability.

If any section, provision, or clause or any part of this article shall be declared invalid or unconstitutional, or if the provisions of any part of this article as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this article not so held to be invalid, or the application of this article to other circumstances not so held to be invalid. It is hereby declared as the intent that this article would have been adopted had such invalid portion not been included herein.



Public Services Committee Meeting

Meeting Date: November 14, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Aviation Fuel Supplier Contract with Ascent Aviation Group, Inc. RFP 23-246 Aviation Fuel Supply Agreement terms: (3) three-year agreement with (2) two one-year renewable options.
Presenter:	Herbert Judon
Caption:	Motion to Approve Aviation Fuel Supplier Contract with Ascent Aviation Group, Inc. Approved by the Augusta Aviation Commission on October 26, 2023.
Background:	For the last 22 years, AvFuel Cooperation has held the aviation fuel supply agreement for the Augusta Regional Airport. This long-term partnership prevented fuel supply disruption, provided refueler support during Masters and large military exercises, and provided strategy and marketing support to increase fuel sales.
Analysis:	An RFP was submitted for the services. On September 14, 2023, an evaluation committee consisting of staff from the Augusta Regional Airport and the Augusta Procurement Department concluded the bid evaluation process for the selection of an Aviation Fuel Supplier. The committee received and evaluated five (5) proposals. The evaluation committee concluded that Ascent Aviation Group, Inc a subsidiary of World Fuel Services, Inc. provided the best overall value by reducing operating cost and offering a massive consortium of compatible aviation fuel related support. Aviation Fuel Supply Agreement terms: (3) three-year agreement with (2) two one-year renewable options.
Financial Impact:	\$100,000-200,000 annual savings due to discounted price below market lease rates.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on October 26, 2023.
Funds are available in the following accounts:	551081106-1134410 (inventory) / 551081106-5315120 (expense)

**REVIEWED AND
APPROVED BY:**

N/A

Item 7.

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this “Agreement”) is made and entered into this 1st day of January, 2024 (the “Effective Date”) by and between **AUGUSTA, GEORGIA** (“Customer”), a political subdivision of the State of Georgia, acting through the **AUGUSTA AVIATION COMMISSION**, having its principal office located at 539 Telfair Street, Room 605, Augusta, GA 30901 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its affiliates (collectively “Seller”) located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the Parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. Scope.

(a) During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer’s requirements at Customer fixed-based operation site at Augusta Regional Airport (KAGS), 1501 Aviation Way, Augusta, GA 30906 (the “FBO”) for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use.

(b) Seller has a contract fuel program that allows its Flight Operator customers (“World Fuel Customers”) to purchase fuel from Seller (or its affiliates) worldwide through a network of FBOs and other suppliers (the “Contract Fuel Program”). During the Term, Customer covenants that all contract fuel sales will be exclusively through Seller’s Contract Fuel Program and that it will not use any other resellers’ contract fuel program, unless contract fuel is processed through Seller’s Contract Fuel Program. Customer shall provide Seller a discounted into-plane fee for fuel based on the volume of fuel sold by Customer to Seller as part of the Contract Fuel Program compared to Customer’s posted retail price and other resellers’ contract fuel program. Seller issues World Fuel Customers proprietary cards that World Fuel Customers can use to purchase fuel at FBOs (“Cards”). Customer agrees to deliver fuel to World Fuel Customers (a) upon presentment of a Card to Customer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by Seller (each, a “Sales Order”, and with Card Transactions, “Customer Transactions”) to Customer for fuel. Customer shall obtain electronic or manual authorization from Seller for all Customer Transactions.

(c) During the Initial Term (as defined below), Customer agrees to deliver into-plane at least (i) 3,600,000 gallons of fuel to World Fuel Customers pursuant to the Contract Fuel Program (the “Contract Fuel Gallons”) and (ii) 6,000,000 gallons of fuel to air carriers operating under a Part 121 certificate, U.S. based airlines and cargo operators (the “Commercial Fuel Gallons”).

(d) Customer shall purchase at least (i) 3,990,000 gallons of combined aviation fuel (“Bulk Fuel”) from Seller during the Initial Term (the “Bulk Gallons”, and collectively with the Contract Fuel Gallons and the Commercial Fuel Gallons, the “Total Gallons”) and (ii) 1,330,000 gallons of Bulk Fuel from Seller during each Option Term (the “Option Term Minimum Gallons”).

(e) Customer agrees that Seller shall have the exclusive right (other than Customer) to hold fuel in the Customer’s tanks (“Customer Tanks”) located at the FBO (“Inventory Fuel”), and that no other Party (other than Customer) shall have the right to hold inventory or have any throughput rights in the Customer Tanks. Customer agrees that it shall only sell Bulk Fuel to end users (*i.e.*, flight operators that burn the fuel in their aircraft) for which Customer issues the invoice to the end user on Customer’s direct behalf. Customer also agrees to the following terms and conditions with respect to Inventory Fuel:

- i. Customer shall, from time-to-time, request additional supplies of Inventory Fuel to ensure at all times during the Term there is a sufficient stock of Inventory Fuel to avoid any Inventory Fuel shortages, taking into account the useable capacity of the Inventory Fuel stock.

- ii. The fueling services ("Fueling Services") at the FBO shall be the sole responsibility of Customer and until title to Inventory Fuel passes to World Fuel Customers after Fueling Services are complete, including, without limitation, the responsibilities related to proper documentation, the preservation of the quality of Inventory Fuel stored at the FBO, the monitoring and control of Inventory Fuel stock levels, and the proper delivery of Inventory Fuel into-plane shall be the sole responsibility of Customer.
- iii. Customer shall keep complete and accurate inventory records. Receipts into inventory and disbursements from inventory shall be recorded in U.S. gallons. Inventory measurements of each Customer Tank shall be taken daily and in accordance with this Section and, for each measurement so taken, the volume and the time of day such measurement was made shall be recorded ("Daily Measurement Requirements").
- iv. Using the Daily Measurement Requirements, Customer shall monthly reconcile the physical inventory of the Inventory Fuel to the calculated inventory and present such reconciliation to Seller. Such reconciliation shall explain the receipt and distribution of all Inventory Fuel, including all operating gains or losses.
- v. Customer shall be responsible for all losses of Inventory Fuel that result from its negligence or willful misconduct. Customer shall also be responsible for all losses or disappearances of Inventory Fuel from Customer Tanks that cannot be reconciled as required above, or adequately explained as a normal operating loss reasonably beyond Customer's control. All gains and losses in inventory of Inventory Fuel shall be determined monthly.
- vi. Customer warrants that at all times during the Term that (y) it will perform the Fueling Service in compliance with Airlines for America ATA Specification 103 "Standards for Jet Fuel Quality Control at Airports", and (z) Customer's personnel shall comply with all of the terms and conditions herein relating to the Fueling Services.
- vii. Customer shall be responsible for training its personnel to perform the Fueling Services as set forth herein.

2. Duration and Renewal. This Agreement shall be for an initial term of three (3) years beginning on the Effective Date (the "Initial Term"). Customer shall have the option to renew for two (2) subsequent one (1) year periods (each, an "Option Term", the Initial Term with each Option Term, as applicable, shall be collectively referred to herein as the "Term"). Customer shall purchase the Total Gallons from Seller during the Initial Term. If at the end of the Initial Term, Customer has not purchased the Total Gallons, then the requirement to purchase such remaining Total Gallons (the "Rollover Gallon Requirement") shall automatically rollover to each Option Term (as applicable), until Customer has purchased the Rollover Gallon Requirement and such Option Term Minimum Gallons. Upon the expiration of the last Option Term, this Agreement shall automatically terminate with no further obligations by either Party. In accordance with Georgia law regarding multi-year contracts, the effective date of this Agreement shall continue through December 31 of the date of execution. The Agreement shall: (i) terminate absolutely and without further obligation on the part of Parties each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in this Article; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely, with no further renewals, on December 31, 2028, unless extended by written amendment.

3. Pricing.

(a) Unless otherwise agreed in writing by the Parties, the price per gallon for Avgas 100LL petroleum sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

(b) The price which Customer shall pay Seller for Jet A aviation fuel petroleum products purchased hereunder shall be governed by the previous week (Monday through Friday) average price per U.S. gallon as published in Platt's Oil Gram Gulf Coast Jet 54 Pipeline "mean" plus the price differential of \$0.0616 per gallon. Prices are exclusive of all Taxes (as defined in Section 10), freight charges, surcharges and fees. Seller will provide the same delivered price for Jet A for North Augusta, SC or Doraville, GA terminals. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its price at affected locations. Price changes will take effect as of the date of notification.

(c) Unless otherwise agreed in writing by the Parties, the price per gallon for Sustainable Aviation Fuel sold hereunder shall be as established by Seller from time to time in its discretion, subject to availability. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. Product and Product Standard. Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States or Canada shall meet ASTM D 910, latest revision. Sustainable Aviation Fuel means fuel that was been through ASTM's D4054 Evaluation Process and has been determined by a third party to be equivalent (either neat or as a blend) to conventional jet fuel and has been added to the D7566 Drop-In Fuel Specification. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net thirty (30) days subject to credit approval by Seller. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. Business Development Funds. Following Customer's execution and delivery of this Agreement and any other agreements referred to in subsection 22(b), Seller agrees to advance to Customer business development funds (the "Business Development Funds") as follows:

(a) One Hundred Thousand Dollars (\$100,000.00) annually for the Initial Term of Agreement for a maximum of Three Hundred Thousand Dollars (\$300,000.00) to be used towards facility upgrades and airport community projects.

(b) If this Agreement is terminated for any reason, Customer shall promptly pay back to Seller an amount equal to the number of months left in the current contract year by Customer divided by 12 multiplied by the Business Development Funds distributed by Seller to Customer in such contract year.

(c) If at any time during the Initial Term, Customer purchases the Total Gallons or more of combined aviation fuel (Jet Fuel plus Avgas 100LL), Customer shall be relieved of any obligation or liability to repay to Seller the Business Development Funds.

7. Force Majeure.

(a) Neither Party shall be in breach of nor have any liability for its failure to perform any obligation under this Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such Party ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to: (i) any act of God; (ii) fire, accident or explosion; (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition; (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; (v) any pandemic, epidemic or quarantine restriction; (vi) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected Party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group; (vii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator; (viii) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused; (ix) shortage in raw material, transportation, manufacturing, or Fuel from Seller's contemplated source of supply; (x) any determination that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which the affected Party may be subject.

(b) Upon the mutual agreement of the Parties, if in the event that performance is prevented, hindered, or delayed by such a Force Majeure Event, Seller may reduce deliveries in any manner as it may determine, and shall not be obliged to acquire or purchase additional quantities from other suppliers.

(c) Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Customer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(d) Seller shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount upon the mutual agreement of the Parties.

(e) If due to a Force Majeure Event Seller is unable to supply the total demand for any Fuel and/or is only able to perform part of its contractual obligations, Seller shall have the right, upon the mutual agreement of the Parties hereto to allocate its available Fuel and/or services among its customers, departments and divisions in such manner as it may so determine.

8. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

9. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

10. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving Party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

11. Taxes and Fees. All prices are quoted in U.S. Dollars and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder, and shall be added to the applicable price, to the extent allowable by law. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Customer from liability therefor. Customer will present Seller with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date Seller shall require, to satisfy Seller's concerns in connection with any duty, tax, assessment, fee and/or other charge. Customer's failure to provide Seller with such required documentation will result in the inclusion of all appropriate taxes and fees on applicable invoices and the recovery of any imposed taxes and fees will be the responsibility of Customer. Customer shall indemnify and hold Seller harmless for any damages, claims, liability or expense Seller may incur due to Customer's failure to comply with this requirement. Furthermore, Customer agrees to cooperate and execute any document reasonably requested by Seller to the extent necessary to further the intent of this Section 11 or to recover any amounts improperly paid to any governmental authority or other agency.

12. Independent Contractor. For the duration of this Agreement, each Party shall, at all times, function as an independent contractor and not as a subcontractor, employee, or agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise take any actions on behalf of the other Party. Each Party shall perform under this Agreement in compliance with all applicable laws, ordinances, and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation or other federal, state, and local governmental entities and those relating to the production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement and shall conduct the operation of Customer's business in such a manner as to promote goodwill

toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

13. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employers Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this Section 13 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall be issued by the insurance company already under contract to provide insurance services to Customer. The insurance company shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller shall obtain and maintain, at its sole cost and expense and for the full term of this Agreement, including any extension hereto, a minimum, all of the insurance requirements outlined below:

- i. **Comprehensive Broad Form General Liability** to include Products and Completed Operations Liability coverage program of at least \$50,000,000 per occurrence. Customer shall be added as an additional insured and be given a thirty (30) day notice of any cancellation or policy changes.
- ii. **Comprehensive General (Public) Liability:** Coverage shall have minimum limits of \$3,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability (insuring Indemnity provision within this contract).
- iii. **Business Auto Liability:** Coverage shall have minimum limits of \$5,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired, and Non-Owned Vehicles and Employee Non- Ownership.
- iv. **Workers Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of \$500,000 for each accident.
- v. **Pollution Liability:** Pollution coverage shall be carried in limits of not less than \$5,000,000 per occurrence.
- vi. **Fidelity Bond:** A Fidelity Bond in the amount of \$100,000 to cover any and all losses of Customer while under the custody or control of Seller.

(e) Any proposed changes to the insurance requirements above of Seller and/or Customer must be approved, in writing, by the Augusta, Georgia Commission prior to the effective date of the new requirements.

14. Indemnification; Limitation of Liabilities.

(a) **SELLER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CUSTOMER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF THE CUSTOMER (AS SUCH, THE**

"INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHATSOEVER NATURE WHICH ARE ASSERTED AGAINST OR INCURRED BY CUSTOMER AS A RESULT OF THE BREACH BY SELLER OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR AS A RESULT OF ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SELLER OR OF ANY SELLER'S OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF SELLER. SELLER'S OBLIGATION TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LAPSE OF ALL APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR TIME PERIODS WITHIN WHICH AN ACTION FOR INDEMNITY OR CONTRIBUTION MUST BE BROUGHT.

(b) SELLER SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR (i) ANY DELAY OR (ii) LOSS OF ACTUAL OR ANTICIPATED PROFIT OR (iii) LOSSES CAUSED BY BUSINESS INTERRUPTION OR (iv) LOSS OF GOODWILL OR REPUTATION OR (v) ACTS OR OMISSIONS OF THIRD PARTY VENDORS OR (vi) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF FUEL.

(c) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SELLER PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. Quality Control. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft.

16. Claims. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within twenty-four (24) hours after delivery.

17. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need-to-know Confidential Information. Customer's obligations under this Section 17 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing Party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing Party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing Party's Confidential Information. However, Seller acknowledges that this Agreement is subject to the Georgia Open Records Act (O.C.G.A. § 50-18-72), which requires the disclosure of certain documents related to its performance under this Agreement that is not otherwise excepted or exempted. Should Seller desire to protect its Confidential Information, the Georgia Open Records Act requires that Seller mark such documentation as "confidential" and submit an affidavit with said documentation attesting to the confidential/trade secret/intellectual property rights within the documents.

18. Termination.

(a) Either Party may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving the other Party seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and the breaching Party fails to cure such breach within the applicable notice period: (i) A Party breaches or defaults on any covenant, condition or other provision of this Agreement, the branding agreement, note, security agreement, lease, or any other agreement of the Parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) A Party becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets.

(b) Customer may terminate this Agreement, in whole or in part, for its own convenience by giving Seller seven (7) days' written notice. Customer will continue to pay Seller for any contracted fuel up until the effective date of the termination.

(c) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the Parties may be terminated at will.

(d) In the event this Agreement is terminated, all other agreements and instruments between the Parties shall also terminate, and all amounts owing under any note or other document and all remaining Business Development Funds shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, Parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(e) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, any remaining Business Development Funds, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law.

19. World Fuel Rewards. Customer agrees to participate in Seller's Rewards Program. Participation in the World Fuel Services Rewards program is subject to the World Fuel Program Rules – Participating Locations, which are set forth at <https://worldfuelrewards.com/worldfuel-program-rules-locations/>.

20. Miscellaneous.

(a) Notices. All notices to be given hereunder by either Party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either Party may designate to the other by written notice in the manner provided pursuant to this Section 20(a).

(b) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a Party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other Party, except as shall have been duly obtained and effective as of the date of this Agreement.

(c) Assignment; Waiver. This Agreement may not be assigned by either Party, either voluntarily, involuntarily, or by operation of law, or in the context of the sale of all or substantially all the assets of either Party; any merger, consolidation or acquisition of either Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital equity of either Party in one or more related transactions (each, a "Change in Control") without the prior written consent of the other Party, which consent shall not be unreasonably withheld. The Party assigning this Agreement shall give the other Party at least ninety (90) days' prior written notification of any Change in Control, identifying the entity that would be the successor in interest. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate of Seller" is any corporation, partnership, joint venture or other entity in which World Kinect Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either Party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(d) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Georgia without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Richmond County, Georgia and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a Party's right to bring proceedings against the other Party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(e) Amendments/Modifications. Any amendment or modification of this Agreement must be in writing and approved by both Parties. Seller acknowledges that this contract and any changes to it by amendment, modification, change

order, or other similar document may have required or may require the legislative authorization of Customer's Board of Commissioners and approval of the Mayor. Under Georgia law, Seller is deemed to possess knowledge concerning Customer's ability to assume contractual obligations and the consequences of Seller's provision of goods or services to Customer under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Seller may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Seller agrees that if it provides goods or services to Customer under a contract that has not received proper legislative authorization or if the Seller provides goods or services to Customer in excess of the any contractually authorized goods or services, as required by Customer's Charter and Code, Customer may withhold payment for any unauthorized goods or services provided by Seller. Seller assumes all risk of non-payment for the provision of any unauthorized goods or services to Customer, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Customer, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, each Party shall be responsible for its own costs and attorneys' fees.

(g) Open Records Act. This Agreement, and any attached documents that comprise the entire agreement between the Parties, is subject to disclosure under the Georgia Open Records Act. (O.C.G.A. § 50-18-72).

(h) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, Seller's Response to RFP 23-246, and all other related documents of the Parties constitute the entire agreement between the Parties. The Parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both Parties

IN WITNESS WHEREOF, the Parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

By: _____
Christine S. Coombs
Sr. Director, Finance

By: _____
Garnett L. Johnson
Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this “Agreement”) is made and entered into this 1st day of January, 2024 (the “Effective Date”) by and between **AUGUSTA, GEORGIA** (“Customer”), a political subdivision of the State of Georgia, acting through the **AUGUSTA AVIATION COMMISSION**, having its principal office located at 539 Telfair Street, Room 605, Augusta, GA 30901 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its affiliates (collectively “Seller”) located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. **Scope.**

(a) During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer’s requirements at Customer fixed-based operation site at Augusta Regional Airport (KAGS), 1501 Aviation Way, Augusta, GA 30906 (the “FBO”) for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use.

(b) Seller has a contract fuel program that allows its Flight Operator customers (“World Fuel Customers”) to purchase fuel from Seller (or its affiliates) worldwide through a network of FBOs and other suppliers (the “Contract Fuel Program”). During the Term, Customer covenants that all contract fuel sales will be exclusively through Seller’s Contract Fuel Program and that it will not use any other resellers’ contract fuel program, unless contract fuel is processed through Seller’s Contract Fuel Program. Customer shall provide Seller a discounted into-plane fee for fuel based on the volume of fuel sold by Customer to Seller as part of the Contract Fuel Program compared to Customer’s posted retail price and other resellers’ contract fuel program. Seller issues World Fuel Customers proprietary cards that World Fuel Customers can use to purchase fuel at FBOs (“Cards”). Customer agrees to deliver fuel to World Fuel Customers (a) upon presentment of a Card to Customer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by Seller (each, a “Sales Order”, and with Card Transactions, “Customer Transactions”) to Customer for fuel. Customer shall obtain electronic or manual authorization from Seller for all Customer Transactions.

(c) During the Initial Term (as defined below), Customer agrees to deliver into-plane at least (i) 3,600,000 gallons of fuel to World Fuel Customers pursuant to the Contract Fuel Program (the “Contract Fuel Gallons”) and (ii) 6,000,000 gallons of fuel to air carriers operating under a Part 121 certificate, U.S. based airlines and cargo operators (the “Commercial Fuel Gallons”).

(d) Customer shall purchase at least (i) 3,990,000 gallons of combined aviation fuel (“Bulk Fuel”) from Seller during the Initial Term (the “Bulk Gallons”, and collectively with the Contract Fuel Gallons and the Commercial Fuel Gallons, the “Total Gallons”) and (ii) 1,330,000 gallons of Bulk Fuel from Seller during each Option Term (the “Option Term Minimum Gallons”).

(e) Customer agrees that Seller shall have the exclusive right (other than Customer) to hold fuel in the Customer’s tanks (“Customer Tanks”) located at the FBO (“Inventory Fuel”), and that no other party (other than Customer) shall have the right to hold inventory or have any throughput rights in the Customer Tanks. Customer agrees that it shall only sell Bulk Fuel to end users (*i.e.*, flight operators that burn the fuel in their aircraft) for which Customer issues the invoice to the end user on Customer’s direct behalf. Customer also agrees to the following terms and conditions with respect to Inventory Fuel:

- i. Customer shall, from time-to-time, request additional supplies of Inventory Fuel to ensure at all times during the Term there is a sufficient stock of Inventory Fuel to avoid any Inventory Fuel shortages, taking into account the useable capacity of the Inventory Fuel stock.

- ii. The fueling services ("Fueling Services") at the FBO shall be the sole responsibility of Customer and until title to Inventory Fuel passes to World Fuel Customers after Fueling Services are complete, including, without limitation, the responsibilities related to proper documentation, the preservation of the quality of Inventory Fuel stored at the FBO, the monitoring and control of Inventory Fuel stock levels, and the proper delivery of Inventory Fuel into-plane shall be the sole responsibility of Customer.
- iii. Customer shall keep complete and accurate inventory records. Receipts into inventory and disbursements from inventory shall be recorded in U.S. gallons. Inventory measurements of each Customer Tank shall be taken daily and in accordance with this Section and, for each measurement so taken, the volume and the time of day such measurement was made shall be recorded ("Daily Measurement Requirements").
- iv. Using the Daily Measurement Requirements, Customer shall monthly reconcile the physical inventory of the Inventory Fuel to the calculated inventory and present such reconciliation to Seller. Such reconciliation shall explain the receipt and distribution of all Inventory Fuel, including all operating gains or losses.
- v. Customer shall be responsible for all losses of Inventory Fuel that result from its negligence or willful misconduct. Customer shall also be responsible for all losses or disappearances of Inventory Fuel from Customer Tanks that cannot be reconciled as required above, or adequately explained as a normal operating loss reasonably beyond Customer's control. All gains and losses in inventory of Inventory Fuel shall be determined monthly.
- vi. Customer warrants that at all times during the Term that (y) it will perform the Fueling Service in compliance with Airlines for America ATA Specification 103 "Standards for Jet Fuel Quality Control at Airports", and (z) Customer's personnel shall comply with all of the terms and conditions herein relating to the Fueling Services.
- vii. Customer shall be responsible for training its personnel to perform the Fueling Services as set forth herein.

2. Duration and Renewal. This Agreement shall be for an initial term of three (3) years beginning on the Effective Date (the "Initial Term"). Customer shall have the option to renew for two (2) subsequent one (1) year periods (each, an "Option Term", the Initial Term with each Option Term, as applicable, shall be collectively referred to herein as the "Term"). Customer shall purchase the Total Gallons from Seller during the Initial Term. If at the end of the Initial Term, Customer has not purchased the Total Gallons, then the requirement to purchase such remaining Total Gallons (the "Rollover Gallon Requirement") shall automatically rollover to each Option Term (as applicable), until Customer has purchased the Rollover Gallon Requirement and such Option Term Minimum Gallons. Upon the expiration of the last Option Term, this Agreement shall automatically renew for subsequent annual periods unless cancelled by either party providing ninety (90) days' prior written notice to the other party of its election to terminate.

3. Pricing.

(a) Unless otherwise agreed in writing by the parties, the price per gallon for Avgas 100LL petroleum sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

(b) The price which Customer shall pay Seller for Jet A aviation fuel petroleum products purchased hereunder shall be governed by the previous week (Monday through Friday) average price per U.S. gallon as published in Platt's Oil Gram Gulf Coast Jet 54 Pipeline "mean" plus the price differential of \$0.0616 per gallon. Prices are exclusive of all Taxes (as defined in Section 10), freight charges, surcharges and fees. Seller will provide the same delivered price for Jet A for North Augusta, SC or Doraville, GA terminals. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its price at affected locations. Price changes will take effect as of the date of notification.

(c) Unless otherwise agreed in writing by the parties, the price per gallon for Sustainable Aviation Fuel sold hereunder shall be as established by Seller from time to time in its discretion, subject to availability. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. Product and Product Standard. Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by

a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States or Canada shall meet ASTM D 910, latest revision. Sustainable Aviation Fuel means fuel that was been through ASTM's D4054 Evaluation Process and has been determined by a third party to be equivalent (either neat or as a blend) to conventional jet fuel and has been added to the D7566 Drop-In Fuel Specification. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net thirty (30) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. Business Development Funds. Following Customer's execution and delivery of this Agreement and any other agreements referred to in subsection 22(b), Seller agrees to advance to Customer business development funds (the "Business Development Funds") as follows:

(a) One Hundred Thousand Dollars (\$100,000.00) annually for the Initial Term of Agreement for a maximum of Three Hundred Thousand Dollars (\$300,000.00) to be used towards facility upgrades and airport community projects.

(b) If this Agreement is terminated for any reason, Customer shall promptly pay back to Seller an amount equal to the number of months left in the current contract year by Customer divided by 12 multiplied by the Business Development Funds distributed by Seller to Customer in such contract year.

(c) If at any time during the Initial Term, Customer purchases the Total Gallons or more of combined aviation fuel (Jet Fuel plus Avgas 100LL), Customer shall be relieved of any obligation or liability to repay to Seller the Business Development Funds.

7. Force Majeure.

(a) Neither party shall be in breach of nor have any liability for its failure to perform any obligation under this Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such party ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to: (i) any act of God; (ii) fire, accident or explosion; (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition; (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; (v) any pandemic, epidemic or quarantine restriction; (vi) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group; (vii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator; (viii) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused; (ix) shortage in raw material, transportation, manufacturing, or Fuel from Seller's contemplated source of supply; (x) any determination that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which the affected party may be subject.

(b) In the event that performance is prevented, hindered, or delayed by such a Force Majeure Event, Seller may reduce deliveries in any manner as it may determine in its sole discretion and shall not be obliged to acquire or purchase additional quantities from other suppliers.

(c) Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Customer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(d) Seller shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount at the discretion of Seller.

(e) If due to a Force Majeure Event Seller is unable to supply the total demand for any Fuel and/or is only able to perform part of its contractual obligations, Seller shall have the right in its sole discretion to allocate its available Fuel and/or services among its customers, departments and divisions in such manner as it may so determine.

8. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

9. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

10. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

11. Taxes and Fees. All prices are quoted in U.S. Dollars and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder, and shall be added to the applicable price. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Customer from liability therefor. Customer will present Seller with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date Seller shall require, to satisfy Seller's concerns in connection with any duty, tax, assessment, fee and/or other charge. Customer's failure to provide Seller with such required documentation will result in the inclusion of all appropriate taxes and fees on applicable invoices and the recovery of any imposed taxes and fees will be the responsibility of Customer. Customer shall indemnify and hold Seller harmless for any damages, claims, liability or expense Seller may incur due to Customer's failure to comply with this requirement. Furthermore, Customer agrees to cooperate and execute any document reasonably requested by Seller to the extent necessary to further the intent of this Section 11 or to recover any amounts improperly paid to any governmental authority or other agency.

12. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

13. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employers Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this Section 13 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

14. Indemnification; Limitation of Liabilities.

(a) Customer agrees to indemnify, defend and hold harmless Seller, its affiliates, and their respective equity holders, officers, managers, directors, employees, agents and permitted assigns from and against any and all liabilities, losses, claims, costs, expenses and damages (including reasonable attorneys' fees) of whatever nature incurred by any such indemnitee as a result of any claim brought by any third party in connection with any fuel or services provided hereunder except to the extent such liabilities result directly out of Seller's gross negligence or willful misconduct.

(b) **SELLER SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR (i) ANY DELAY OR (ii) LOSS OF ACTUAL OR ANTICIPATED PROFIT OR (iii) LOSSES CAUSED BY BUSINESS INTERRUPTION OR (iv) LOSS OF GOODWILL OR REPUTATION OR (v) ACTS OR OMISSIONS OF THIRD PARTY VENDORS OR (vi) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF FUEL.**

(c) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SELLER PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

15. Quality Control. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft.

16. Claims. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within twenty-four (24) hours after delivery.

17. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need-to-know Confidential Information. Customer's obligations under this Section 17 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not

subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information.

18. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding agreement, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 18(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document and all remaining Business Development Funds shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, any remaining Business Development Funds, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law.

19. Allowances. So long as Customer is not in breach of this Agreement then for the Initial Term:

(a) Ritz-Carlton On-Site Training Annual Allowance. Seller will provide Ritz-Carlton customer service training in the amount of up to \$20,000.00 annually. Reimbursements will be paid after Customer has provided invoices and / or other documentation reasonably requested by Seller for the costs related to training.

(b) NATA PLST Line Service Training, On-Site Quality Control Training, Fire Safety Training and Equipment Inspections Annual Allowance. Seller will provide up to \$13,000.00 annually for the purposes of NATA PLST line service training costs, on-site quality control training, fire safety training and equipment inspection costs. Reimbursements will be paid after Customer has provided invoices and / or other documentation reasonably requested by Seller for the costs related to training or inspections.

(c) Event Sponsorship. Seller will provide \$10,000.00 annually to be used to support promotional events at the FBO. These funds will be paid at the beginning of each contract year of the Initial Term.

(d) Trade Show Annual Allowance. Seller will provide up to \$15,000.00 annually towards trade show costs. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to trade shows.

(e) Software Annual Allowance. Seller will provide up to \$10,000.00 annually towards the cost of aviation software. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such software expenses.

(f) Air Elite Membership Annual Allowance. Subject to membership approval, Seller will provide up to \$13,000.00 annually towards Air Elite membership fee. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such membership expenses.

(g) Sustainability Project Allowance. Seller will provide up to \$10,000.00 annually for the purposes of sustainability projects and activities at the FBO. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such sustainability projects.

(h) Refueler Maintenance Annual Allowance. Seller will provide up to \$15,000.00 annually for refueler maintenance. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to refueler maintenance.

(i) The Masters Tournament Annual Refueler Allowance. Seller will provide seven (7) additional jet refuelers for the annual Masters Tournament. Seller will provide reasonable cost coverage for inbound and outbound transportation for all seven (7) refuelers. The parties hereby agree to enter into an agreement regarding such refuelers using Seller's standard form of refueler lease agreement.

(j) World Fuel Rewards Allowance. Seller agrees to provide to Customer a One Million (1,000,000) World Fuel Rewards Bonus Bank of Points for year one of Initial Term and will cover annual minimum point purchase requirement for the Initial Term.

20. World Fuel Rewards. Customer agrees to participate in Seller's Rewards Program. Participation in the World Fuel Services Rewards program is subject to the World Fuel Program Rules – Participating Locations, which are set forth at <https://worldfuelrewards.com/worldfuel-program-rules-locations/>.

21. Co-op Advertising. Customer agrees to participate in Seller's co-op program pursuant to which Seller shall accrue \$0.005 cents per gallon of Bulk Fuel purchased hereunder, excluding the Commercial Fuel Gallons. In addition, Seller shall pay \$0.03 per gallon on Contract Fuel Gallons delivered, excluding the Commercial Fuel Gallons. These amounts will be calculated from January – December of each calendar year and Customer shall have the right to purchase qualified co-operative marketing items for the of the FBO; provided that Customer shall forfeit the right to any remaining accrued funds on January 15th of each calendar year.

22. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 22(a).

(b) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, or in the context of the sale of all or substantially all the assets of either party; any merger, consolidation or acquisition of either party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital equity of either party in one or more related transactions (each, a "Change in Control") without the prior written consent of Seller, which consent shall not be unreasonably withheld. Customer shall give Seller at least ninety (90) days' prior written notification of any Change in Control, identifying the entity that would be the successor in interest. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate of Seller" is any corporation, partnership, joint venture or other entity in which World Kinect Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Georgia without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Richmond County, Georgia and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

a political subdivision of the State of Georgia, acting through
the **AUGUSTA AVIATION COMMISSION**

By: _____

By: _____

Christine S. Coombs
Sr. Director, Finance

Printed Name and Title

BRANDING AGREEMENT
(WORLD FUEL BRAND)

THIS BRANDING AGREEMENT (this “Branding Agreement”) is made and entered into this 1st day of January, 2024 (the “Effective Date”) by and between **AUGUSTA, GEORGIA** (“**Customer**”), a political subdivision of the State of Georgia, acting through the **AUGUSTA AVIATION COMMISSION**, having its principal office located at 539 Telfair Street, Room 605, Augusta, GA 30901 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (as defined in the FSA) (collectively “**Seller**”) located at 9800 N.W. 41st Street, Miami, FL 33178

During the term of this Branding Agreement, AUGUSTA, GEORGIA (“Customer”) is authorized to and shall offer Company Products for sale under the Company Marks (as defined below) subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated January 1, 2024 (“FSA”) at the location or locations listed in the FSA (each a “Location”), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively “Company Marks”) as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this Branding Agreement and the FSA are hereafter referred to as the “Company Products.” Each of the following petroleum products shall be continuously stocked and offered for sale at Customer’s Location in such quantities as are necessary to meet the demand therefore: Company’s Aviation Gasoline 100LL and Company’s Jet A Turbine Fuel.
2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, “Branded Materials”) will be obtained by Customer, at Seller’s expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.
3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in material compliance with those standards and procedures established from time to time by Company, which standards and procedures have been made available by Seller to Customer, and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Upon reasonable notice to Customer, Seller may, as it deems appropriate, including through the use of third party contractors, conduct periodic tests or inspections to confirm Customer’s material compliance with its obligations hereunder.
4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to the co-mingling section of the FSA. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company’s products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, material compliance with any guidelines issued by Seller and/or Company to prevent such confusion.
5. Customer shall accept and honor for payment all credit, debit cards and other payment methods designated by Company, which list of approved cards may be modified by Company from time to time in its sole discretion. All transactions shall be processed: (a) on point-of sale devices and web enabled processing solutions or platform that are designated and approved by Company; and (b) by a card processor designated and approved by Company. Customer shall follow all procedures and requirements for card acceptance and transaction processing as may be established by Seller or Company from time to time.

6. Customer may be eligible to enroll in the Company's FBO/Dealers Excess Products Liability Insurance Program (the "Program"). To enroll, Customer shall be required to meet eligibility requirements established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and enrollment in the Program shall be in the sole discretion of Company. The Program does not include coverage for Completed Operations.
7. Upon termination of this Branding Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.
8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Branding Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes. Company shall give Customer reasonable prior notice of any such change or revision.
9. This Branding Agreement shall have the same term as the FSA and shall terminate only when the FSA, expires or is earlier terminated, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Agreement; or (b) if a new Branding Agreement is substituted for this Branding Agreement pursuant to the terms of the FSA. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the FSA.
10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.
11. The term "Company" as used in this Branding Agreement refers World Fuel Services, Inc. in its capacity as owner or custodian of the brands, marks, and other intellectual property which is the subject matter of this Branding Agreement. The term "**Seller**" as used in this Branding Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the FSA) in its capacity as "Seller" under the FSA.
12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

a political subdivision of the State of Georgia, acting through
the **AUGUSTA AVIATION COMMISSION**

By: _____

By: _____

Christine S. Coombs
Sr. Director, Finance

Printed Name and Title

World Fuel Services GENERAL MERCHANT SERVICES**Card Processing Merchant Agreement**

This Card Processing Merchant Agreement made and entered into this 1st day of January 2024 (“Agreement”) between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting through the Augusta Aviation Commission (“Merchant”), and World Fuel Services, Inc., a Texas corporation (“World Fuel”) entitles Merchant to accept and submit credit/debit card transactions and receive payment, on the terms and conditions set forth herein, at the Merchant locations listed in Schedule 1 (“Card Processing Services”) for those credit/debit cards listed in Schedule 2 (hereinafter collectively referred to as the “Cards”, and each individually, a “Card”). Your signature below constitutes acceptance of the terms and conditions of this Agreement as it exists and as it may be amended from time to time in accordance with the terms hereof.

1. Agreement

In performing their respective obligations under this Agreement, the parties agree to comply with all Applicable Law. For the purpose of this Agreement, “Applicable Law” means all federal, state and local statutes, ordinances, regulations and executive, administrative and judicial orders applicable to this Agreement and Payment Security Standards Council’s (“PCI”) requirements.

2. Card Acceptance Procedures

- a. Merchant agrees to follow and comply with any operating procedures, Card regulations or specific policies issued and as amended by the Card issuer or association for each Card listed in Schedule 2 (collectively referred to as “Operating Procedures”). Merchant agrees that it is solely responsible for monitoring and complying with all Operating Procedures.
- b. All invoices submitted for processing must contain only those Card transactions for which a valid authorization from the Card issuer was obtained. Any disputes between the cardholder and the Merchant regarding an invoice remain the sole responsibility of the Merchant to address and resolve, before a final invoice can be submitted to World Fuel for processing.
- c. Any amounts representing purchases not made in strict accordance with these terms or the Operating Procedures will be rejected by World Fuel, and if paid to Merchant and subsequently properly rejected by the cardholder, will be deducted from the next regular (or subsequent) payment due to Merchant or collected in another manner as World Fuel may determine. World Fuel may chargeback any Card transaction to a Merchant where the Merchant fails to provide requested supporting documentation within 3 business days in the United States. If the Card association or issuer (e.g. American Express) determines there are excessive chargebacks at a location, Merchant will be solely responsible for any fees, charges or other amounts assessed by the Card association or issuer.
- d. Merchant shall not receive any payments from cardholders with respect to charges made on Cards, and no cash advance shall be paid by the Merchant to the cardholder for any Card transaction. The Merchant will not submit to World Fuel any Card transactions that represent replacement for uncollected funds from other payment methods or that represent bad debt or potential bad debt with regard to the Merchant’s own receivable.
- e. Merchant is solely responsible for the quality and accuracy of all data provided to World Fuel.
- f. Invoices must include all details needed to define the products and services purchases and must include a signature or authorization by the cardholder as required by the Card issuer.
- g. All invoices must be submitted to World Fuel within thirty (30) days of the Card transaction.

3. Gateway Use, Copyright and Grant of License

- a. World Fuel has built and maintains highly confidential and proprietary point of sale software and web-based XML interfaces (the “Gateways”) and Merchant desires to use the Gateways for Card Processing Services. Merchant and World Fuel will cooperate to facilitate any necessary upgrades or changes to the Gateways, provided that no upgrades or changes to the Gateways may be implemented or made without World Fuel’s consent in its sole discretion.
- b. Subject to Merchant’s compliance with the terms and conditions of this Agreement, World Fuel grants to Merchant a limited, non-exclusive, non-transferable, and non-sublicensable license during the term of this Agreement to use the Gateways and any documentation provided by World Fuel related to processing requirements, system access or authorization (the “Documentation”) exclusively for Card Processing Services with World Fuel. The Gateways and Documentation shall remain the property of World Fuel and no rights, including licenses, are granted with respect thereto other than as expressly set forth in this Section 3.
- c. Merchant hereby acknowledges that World Fuel is the owners of all right, title and interest in the Gateways and Documentation and all intellectual property and proprietary rights therein, regardless of whether a copyright or other notice appears thereon or whether a registration thereof has been obtained with the appropriate government office. Merchant acknowledges the Gateways, Documentation and any other materials or information supplied by World Fuel under or in connection with this Agreement constitute the proprietary information of World Fuel and Merchant shall hold all such information in strict confidence, use such information solely to the extent necessary to perform its obligations under this Agreement, and in no way discuss, disclose or otherwise make available such information to any third parties, including World Fuel’s competitors.

4. IT, Data and Cardholder Information Security

- a. Merchant must have proper security measures in place for the protection of cardholder data (including, without limitation, any personally identifiable information or other data that, alone or in combination with other data, can be used to identify a cardholder) and comply with Applicable Law. Merchant must comply with all applicable PCI requirements including, but not limited to, using a PA DSS certified POS/software, ensuring the secure storage and limited access to all records containing cardholder data. Merchant must not retain or store magnetic strip or PIN data after a transaction has been authorized. Merchant is responsible for demonstrating to World Fuel Merchant’s compliance with PCI programs and other Applicable Law. Merchants are required to notify World Fuel immediately of any incident that could potentially compromise cardholder data.
- b. Merchant agrees to immediately notify World Fuel of any suspected, alleged or confirmed Compromised Data Event. Merchant agrees that upon Merchant’s suspected or actual discovery of a Compromised Data Event, Merchant will not alter or destroy any related records. Merchant will share with World Fuel all information related to any actual or suspected Compromised Data Event, including, but not limited to, forensic reports and system audits; and allow World Fuel access to Merchant and its Merchant’s facilities and records for the purpose of performing any inspection, examination and/or copying of books pertaining to the affected transactions. World Fuel may share such information with others as permitted under Applicable Law. In the event of a suspected Compromised Data Event and/or violation of Applicable Law, Merchant must promptly take appropriate corrective action, subject to World Fuel’s approval. World Fuel shall be entitled to pass on to Merchant, and Merchant shall be solely responsible for paying, any costs, damages, fees and other liabilities related to any actual or potential loss, unauthorized disclosure, theft or compromise of cardholder data or card transaction information (each, a “Compromised Data Event”), including without limitation any costs, damages, fees and other liabilities that the Card associations or issuers or government authorities may assess against World Fuel, and/or the costs World Fuel incurs for its investigation of the Compromised Data Event, including those associated with examinations and inspections, except to the extent caused by World Fuel’s gross negligence or willful misconduct.

5. Payment and Fees

- a. Merchant agrees to the pricing and settlement terms set forth on Schedule 2.
- b. Merchant and World Fuel shall enter into an Electronic Funds Transfer Authorization Agreement (annexed hereto as Exhibit 1), the effectiveness shall coincide with the term of this Agreement and provide, among other things, that Merchant authorizes World Fuel, to initiate debit and/or credit entries with respect to a certain bank account of Merchant.
- c. Merchant agrees to work with World Fuel and Card issuers to assist with marketing Card products to Merchant's customers.
- d. World Fuel will have the right to offset outstanding amounts owed to Merchant on the Merchant's Cards accounts against any sums payable to the Merchant by World Fuel, or any affiliated companies including its or its parent company subsidiaries and parent company, under any contract, agreement or arrangement.
- e. On or prior to the execution of this Agreement, Merchant shall complete and deliver to World Fuel a fully executed W-9 form (Request for Taxpayers Identification Number and Certification).

6. Subrogation: In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from World Fuel, Merchant irrevocably assigns to World Fuel all rights acquired by Merchant, including lien rights, such as mechanics liens, resulting from transactions for fuel, services and aircraft management for which Merchant has received payment or reimbursement, to allow World Fuel to pursue payment from the account holder.

7. Merchandise Responsibility, Warranties, Limitation of Liability

- a. In no event shall World Fuel be liable to Merchant for any claims for loss of profits, loss of use, interruption of business, or indirect, special, incidental or consequential damages of any kind. Neither party shall be liable to the other for failure to perform this Agreement where such failure to perform is due to any natural disaster, fire, flood, storm, strike, terrorist event, act of war, labor unrest, acts of God, equipment or power interruption (when not due to the negligence of the non-performing party, its employees and contractors) interruptions in the telephone or Internet systems, failures in third party computer software or hardware or any cause beyond the non-performing party's reasonable control.
- b. World Fuel makes no warranties or representations with respect to the Card Processing Services provided under this Agreement; however, World Fuel will use reasonable efforts to work with Merchant to resolve any issues that arise in connection herewith.
- c. Merchant acknowledges that the cardholder is the purchaser of all products and services using a Card pursuant to this Agreement and neither World Fuel nor any of its affiliates takes title or risk on any product or service supplied. Any dispute arising under or about such a purchase is a matter between the Merchant and the cardholder.
- d. Without limiting any other warranties made hereunder, Merchant represents warrants and covenants with World Fuel and with the submission of each Card transaction reaffirms that:
 - i. Each Card transaction is genuine and arises from a bona fide transactions, permissible under Applicable Law, by the cardholder directly with the Merchant for respective merchandise or services sold; and
 - ii. With respect to each Card transaction, Merchant has no knowledge or notice of any fact, circumstance or defense which would indicate that such card transaction is fraudulent or not authorized by the related cardholder or which would otherwise impair the validity or collectability of that cardholder's obligation arising from that Card transaction or relieve that cardholder from liability with respect hereto.
- e. **MERCHANT AGREES THAT NEITHER World Fuel, IT'S AFFILIATES, NOR ITS AND THEIR DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS AND EMPLOYEES SHALL BE LIABLE TO MERCHANT FOR ANY CLAIMS, LIABILITIES OR EXPENSES RELATING TO THE CARD PROCESSING SERVICES PROVIDED HEREUNDER FOR AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY MERCHANT TO World Fuel FOR SUCH SERVICES DURING THE IMMEDIATELY PRECEDING CONTRACT YEAR.**

8. **Term and Termination:** The initial term of this Agreement shall commence on the date hereof and shall be in effect for three (3) years. This Agreement shall automatically renew for successive one (1) year periods unless terminated on sixty (60) days' prior written notice given by either party to the other, provided, that such termination shall not affect any customer transaction entered into prior to termination. In addition, this Agreement may be immediately terminated by World Fuel if Merchant breaches any term of this Agreement and fails to cure such breach within thirty (30) days following written notice by World Fuel. Sections 3c, 4, 7, 8, 9 and 10 shall survive any termination of this Agreement. In addition, this Agreement shall automatically terminate, without any requirement for notice, upon any change in ownership of Merchant or all or substantially all of the Merchant's business.
9. **Indemnification:** Merchant agrees to indemnify and hold harmless World Fuel, its officers, directors, employee, agents and insurers, from and against any and all losses, damages, costs and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements and judgments arising out of (i) the negligence or misconduct of Merchant or its officers, directors, employees or agents, (ii) any breach of Applicable Law or (iii) any breach of or failure to comply with the terms of this Agreement by Merchant or its officers, directors, employees or agents.
10. **Entire Agreement:** This Agreement represents the entire agreement between the parties relating to this subject matter hereof and supersedes any inconsistent terms and conditions contained in any other agreement between the parties. This Agreement may be amended unilaterally from time to time by World Fuel upon notice given to the Merchant at least thirty (30) days prior to the effective date of the amendment, provided however that Merchant shall have the right to reject such amendment by terminating this Agreement, notwithstanding Section 8, prior to the effective date of such amendment. This Agreement may not be assigned by Merchant, by operation of law or otherwise, without the prior written consent of World Fuel. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Each of the parties hereto agrees to the exclusive the exclusive jurisdiction and forum of the federal and/or local courts located in Richmond County, GA.

Executed this ____ day of _____, 2023

Accepted this _____ day of _____, 2023.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

a political subdivision of the State of Georgia, acting through the AUGUSTA AIRPORT COMMISSION

By: _____

By: _____

Christine S. Coombs

Name: _____

Sr. Director, Finance

Title: _____

SCHEDULE 1

Locations

Merchant Name	Airport or Address	ICAO	IATA
AUGUSTA, GEORGIA	1501 Aviation Way		
	Augusta, GA 30906	KAGS	KAGS



SCHEDULE 2

PRICING – IN NETWORK - FEE SCHEDULE

Credit Card Type	Discount Rate	Check all Cards to be accepted
AVCARD	1.65%	
Visa Qualified	2.50%	
Visa Non-Qualified	2.50%	
MasterCard Qualified	2.50%	
MasterCard Non-Qualified	2.50%	
Aircard	4.00%	
American Express	3.25%	
Discover	3.00%	
WFS – Colt Contract Fuel (Alliance)	0.00%	

Any changes to the above fees require 30 days prior written notice from World Fuel Services (WFS) to Merchant.

Visa/MasterCard Qualified Transactions: Qualified transactions are Visa and MasterCard cards (excluding those specifically classified as commercial or purchasing card) swiped through an electronic point of sale system (excluding a self-service unit) and settled before midnight of the same day. All other scenarios are non-qualified Visa/MasterCard transactions.

Settlement by EFT: Sales processed through processing center will be funded to Merchant via EFT (Electronic Funds Transfer) on a daily basis. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

Discount Rate: The discount rate will be multiplied by the gross amount of the transaction and such amount shall be deducted from the gross amount upon payment by WFS to Merchant.

Settlement: All card types will be settled to your account within three (3) U. S. business days after processing (excludes US government and bank holidays).

Rates above are valid for 60 days from the date of presentment of the original proposal. If this agreement is not executed in this time, the rates must be re-quoted.

AUGUSTA, GEORGIA: _____ Initial: _____ Date: _____

SCHEDULE 2

PRICING – IN NETWORK - FEE SCHEDULE

Credit Card Type	Discount Rate	Check all Cards to be accepted
Multiservice Aviation Card – US Bank	3.00%	

Any changes to the above fees require 30 days prior written notice from World Fuel Services (WFS) to Merchant.

Settlement by EFT: Sales processed through processing center will be funded to Merchant via EFT (Electronic Funds Transfer) on a daily basis. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

Discount Rate: The discount rate will be multiplied by the gross amount of the transaction and such amount shall be deducted from the gross amount upon payment by WFS to Merchant.

Settlement: All card types will be settled to your account within three (3) U S business days after processing (excludes US government and bank holidays).

Rates above are valid for 60 days from the date of presentment of the original proposal. If this agreement is not executed in this time, the rates must be re-quoted.

AUGUSTA, GEORGIA: _____ Initial: _____ Date: _____

REFUELER LEASE AGREEMENT

Item 7.

This Refueler Lease Agreement (this “Lease Agreement”) outlines the terms and conditions under which **Ascent Aviation Group, Inc.**, both for itself and its Affiliates (collectively “Lessor”) agrees to lease a refueler (hereinafter the “Refueler”) to **Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Augusta Aviation Commission** (“Lessee”). The terms and conditions shall continue until modified as provided herein by either of the parties hereto.

Lessor: **Ascent Aviation Group, Inc.**
One Mill Street
Parish, NY 13131
800-272-3681

Lessee (Bill To): **Augusta, Georgia**
a political subdivision of the State of Georgia
acting through the Augusta Aviation Commission
539 Telfair Street
Augusta, GA 30901

Refueler: See Attached Exhibit “A”.
Lessee (Ship To): **1501 Aviation Way**
Augusta Regional Airport
Augusta, GA 30906

1. **Term** – This Lease Agreement and all obligations herein shall begin on **January 1st, 2024** and shall continue for a period of at least **three (3) years with (2) one year renewal option at the end of term** or until terminated as provided for herein. After this the initial lease term has expired, this Lease Agreement will renew automatically on a month-to-month basis until terminated by either party giving ninety (90) days advance, written notice to the other. Airport will have the flexibility of changing the size, quantity and type of refuelers during the contract term without penalty.
2. **Payments** – Lessee shall pay Lessor the total sum of, **see Attached Exhibit “A”**, US Dollars per month plus any applicable taxes for the lease of said Refueler. This sum is payable and due on the first of each month, and any such payment not received by the 10th of each month shall be subject to additional late charges.
3. **Delivery and Return of Refueler** – Lessor will be responsible for inbound and outbound freight charges. Delivery of trucks will be at least two weeks prior to the start of the supply contract and in-service training will be provided. At the termination of this Lease Agreement, Lessee shall be responsible for return of said Refueler(s), in the same good order and condition in which it was received by Lessee, reasonable wear and tear accepted. **Lessee is responsible for all costs associated with the application and removal of any customer and/or site-specific decals and imaging.** Upon non-compliance of said Lease by Lessee, Lessor shall have the right to take possession of said Refueler at any time.

Pre-surrender Inspection – At least 30 days prior to surrender of the Refueler, but in no event earlier than 60 days prior to such surrender, an in-depth physical inspection will be conducted by an appropriate service representative on behalf of, and selected by Lessor, and paid for by Lessor. Any part, component, or function found not to be within the manufacturer’s tolerances and operational specifications will be replaced or brought within those tolerances and specifications to the satisfaction of Lessor, at the sole cost and expense of Lessee. The cost of physical damage, both internal and external, will be the responsibility of the Lessee, and there shall be no broken glass. Pumping system will be fully operational with no missing or damaged parts. Tires shall be of matched generic type and tread design and have a minimum of 10/32^{nds} remaining tread. Batteries shall be fully operational, hold a charge, and perform with the manufacturer’s standards, with no dead cells or cracked cases. Brake drums shall not be cracked, and have an average of 50% remaining wear, and brake linings shall have no less than 50% remaining lining. Paint and/or body damage must not exceed \$500.00 per unit including but not limited to, body, fenders, bumpers, grill, fuel tanks, rust damage etc. Interior must be in good condition. Dash panels and interior trim pieces must not be missing and be free of any holes, cracks or breaks. No rips, tears or burn holes in the seats will be accepted. All gauges and knobs must be in working condition and not missing. Interior damage must not exceed \$150.00. There shall be no fluid leaks on the engine, engine components and drivetrain. Leaks are defined as A) normal build up, B) wet accumulation, C) drips. A is acceptable, where B & C are not acceptable and must be repaired/replaced prior to turning back in. Engines must be free of all engine warning and error lights and active codes. All trucks 2008 and newer must have an operational diesel particulate filter capable of regeneration. All emissions components and systems, including but not limited to DPF, EGR, EGR cooler, SCR and DEF systems must be operational and pass industry test and inspection.

Product hoses shall be less than 5 years old, and free from abrasions, cuts, soft spots, carcass separation, worn covers, blisters, exposed reinforcement, cracks, twists and sharp bends that give the appearance of pending failure. Product hose life will be based on available hose life left in hose and costs prorated, with 10year new hoses being 100%, 5 years remaining 50% etc. Hose certificates must be available.

Upon return of refueler at the end of lease, any and all truck and operation manuals are required to be returned with the refueler. Lessee will be charged \$500.00 if manual is not returned with the refueler.

4. **Condition of Refueler** – It is understood and agreed that the Refueler provided hereunder will be well-maintained and Item 7. when delivered; but Lessor makes no warranties, express or implied, concerning same. Without making itself a party to any warranties, and without becoming liable thereon, Lessor agrees to make available for the benefit of Lessee any warranties, which Lessor has or may obtain from manufacturers, dealers or sellers of said Refueler. Lessee or Lessee's agent will inspect the Refueler at the point of delivery, prior to accepting it, and represents that it is qualified to do so. A Bill of Lading, signed by Lessee or Lessee's agent, shall be proof that Lessee has inspected and accepted the Refueler in satisfactory condition.

5. **Maintenance of Refueler** – Lessee is responsible for all maintenance except that Lessor shall provide major repairs and/or replacements, as set forth in Exhibit "B" attached hereto and made a part hereof, for the vehicle drive train (engine, transmission, differential) and product delivery system (pumps, power take-off) which, in Lessor's sole but reasonable judgment, are not necessitated by Lessee's neglect, abuse, accident or failure to perform maintenance as provided in this Lease Agreement for a period of twelve (12) months from original delivery date unless covered by an extended warranty by manufacturer as set forth in Exhibit "C". Lessee shall provide, at Lessor's request, documentation that all Preventive Maintenance and Inspections, as required by the manufacturer of the Refueler and this Lease Agreement, have been completed as set forth in Exhibit "D".

All other repairs and replacements of the Refueler which the Lessor deems necessary or desirable shall be made by and at the expense of the Lessee. Approved changes in maintenance responsibilities will require this Lease Agreement to be modified accordingly by written amendments executed by Lessor and Lessee. If Lessee fails to perform any maintenance or repair for which Lessee is obligated hereunder within ten (10) days after notification and request by the Lessor, the Lessor may (without prejudice to its other rights on account of such breach of this Lease Agreement) perform such maintenance or repair and shall be reimbursed by Lessee on demand for all reasonable, necessary, and documented costs incurred by the Lessor relating to the necessary maintenance or repair. Lessor will provide up to \$15,000 annually for equipment maintenance and inspections.

6. **Refueler Inspections**- Lessee agrees to perform all State, Federal, Provincial and Commercial inspections as required by specific location.

7. **Operation of Refueler** – Refueler shall be used only for dispensing fuel purchased from Lessor unless otherwise agreed to in writing. Lessee shall exercise direct control over all persons who operate the Refueler and shall insure that such persons operate the Refueler safely and in accordance with all laws, ordinances, rules and regulations, which apply to the use of refueler on airports. Lessee agrees to use the Refueler only for the purpose for which it is intended. The Refueler may not be driven on public streets and highways nor used by a third party without the express written consent of Lessor.

8. **Inspection of Refueler** – Upon forty-eight (48) hours' notice, Lessee shall afford Lessor and/or its designated representatives access to the premises where the Refueler is located for the purpose of inspecting the Refueler and all applicable maintenance or other records relating thereto at any reasonable time during normal business hours and at Lessor's sole cost and expense; provided, however, if Lessee defaults as to its obligation hereunder, no prior notice or other limitation shall apply to Lessor's inspection rights and any such inspection shall be at Lessee's expense. Lessee shall, whenever reasonably requested by Lessor, advise Lessor of the exact location of any and all items of the Refueler.

9. **FUEL REQUIREMENTS:** All vehicles require ULSD (Ultra Low Sulfur Diesel) containing 15 ppm sulfur or less. Failure to use ULSD in the equipment may cause damage to the engine and other components, including the Diesel Particulate Filter (DPF). Lessee will be responsible for any and all costs to repair damage to World Fuel Services' equipment caused by failure to use ULSD including, but not limited to, transportation, lost rental and repairs. Repairs will be made by a service provider chosen by Lessor.

10. **Indemnification** – To the fullest extent permitted by applicable law, Lessee shall indemnify, defend and hold harmless Lessor and agents, employees, and successors of any of them or any other entity as required by this Lease Agreement from and against claims, suits, penalties, damages, losses, response costs, administrative order, notice letter, or enforcement action and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Lease Agreement provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of the tangible property including clean up or remediation costs due to threat of release, discharge, escape of hazardous substance or waste, including aviation gasoline, jet fuel, pre-blended jet fuel, motor gasoline, diesel fuel and biodiesel fuel but only to the extent caused by the negligent acts or omissions of Lessee or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

Lessee shall pay or reimburse Lessor, and indemnify, defend and hold Lessor harmless from, on an after-tax basis, all taxes, assessments, fees and other governmental charges paid or required to be paid by Lessor or Lessee in any way arising out of or related to the Refueler or any Lease Agreement before or during the term or after the term in the event Lessee defaults, including but not limited to, foreign, US, state, county and municipal fees, taxes and assessments, and property, value-added, sales, use, gross

receipts, excise, stamp and documentary taxes, and all related penalties, fines, additions to tax and interest charges ("Imposition") excluding only taxes based on or measured by Lessor's net income unless such taxes are in lieu of any Imposition Lessee otherwise be required to pay hereunder. Lessee shall timely pay any Imposition for which Lessee is primarily responsible under law and any other Imposition not payable or not paid by Lessor, but Lessee shall have no obligation to pay any Imposition being contested in good faith and by appropriate legal proceedings, the nonpayment of which does not, in the opinion of Lessor, result in a material risk of adverse effect on the title, property, use, disposition or other rights of Lessor with respect to the Refueler. Upon Lessor's request, Lessee shall furnish proof of its payment of any Imposition.

Item 7.

11. **Insurance** - At all times during this agreement, Lessee at its own expense shall maintain the following insurance coverage:

- a) Aviation General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate as respects Products and Completed Operations Liability. Lessor and its affiliates, subsidiaries, and the directors, officers, agents and employees shall be named as additional insured.
- b) Workers Compensation with statutory limits required by all applicable state and Federal Worker's compensation laws.
- c) Pollution liability insurance with limits at least \$1,000,000 that includes coverage for bodily injury, property and cleanup costs.
- d) Physical damage coverage covering the value of any leased equipment. Lessor shall be named as Loss Payee as its interests appear.
 - i. It is agreed that the coverage maintained by Lessee is primary and must not require nor contemplate contribution by any insurance maintained by the Lessor.
 - ii. All Lessee's insurance policies shall provide to Lessor least 30 days advance notice of cancellation of any of Lessee's policies.
 - iii. All Lessee's insurance shall be underwritten by insurers with an AM Best rating of A- or better.
- e) A Certificate of Insurance as proof of the aforementioned insurance policies shall be provided to:

Ascent Aviation Group
Attn: Equipment Group
Email: equipmentgroup@wfscorp.com
1 Mill Street
Parish, NY 13131

12. **Title to Refueler** – Title to the Refueler remains with Lessor and or third party throughout the term of this Lease Agreement. Lessee shall not encumber the Refueler in any way. Lessee does not have any ownership interest in the Refueler and may not assign the Refueler or this Lease Agreement to anyone without the express written consent of Lessor, which shall not be unreasonably withheld or delayed. During the term of this Lease Agreement, Lessor shall have the option of substituting the Refueler identified above with the Refueler of substantially similar specifications. Substituted Refueler shall be subject to this Lease Agreement. Substitutions will not cause increases in the amount of the payments due under this Lease Agreement.
13. **Default** – If Lessee defaults in any of its obligations of this Lease Agreement, Lessor shall give notice to Lessee concerning the nature of the default. If such default is not corrected within ten (10) days of such notice (other than a payment default for which no cure period is applicable), Lessor shall have the right to terminate this Lease Agreement. Should this Lease Agreement be terminated for this or for any other reason whatsoever, Lessor shall have the right to take immediate possession of the Refueler without demand or legal process and free of all rights of Lessee. Lessee specifically waives any right of action it might otherwise have arising out of such entry and repossession, whereupon all rights of Lessee in the Refueler or its contents shall terminate immediately. In the event of any action, legal or equitable, by either party to enforce this Lease Agreement or any of its provisions, the prevailing party shall be allowed a reasonable attorney's fee to be set by the court and taxed as costs in the action.
14. **Acceleration** - Lessor reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to accelerate and demand payment of all amounts due, if Lessee fails to make any payment or otherwise comply with the terms as herein provided, if Lessee is in breach of any other agreement with Lessor, or if Lessor, in its sole discretion, at any time deems itself insecure with regard to the creditworthiness or financial condition of Lessee.
15. **Notices** – All notices required to be given, shall be in writing and posted or hand delivered to the addresses shown above.
16. **Governing Law; Venue; Waiver of Jury Trial.** This Lease Agreement, including all exhibits attached hereto, is governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party arising from or relating to this Lease Agreement in any forum other than, at Lessor's option, either 1) the courts sitting in Oswego County, New York, or 2) the courts sitting in the county (or its equivalent) where the Refueler are physically located. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ALL EXHIBITS ATTACHED HERETO, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Item 7.

17. **Assignment and Waiver**- Lessee shall not assign this Lease Agreement without the written consent of Lessor. The Refueler may be owned by a third party and leased by Lessor, and this Lease Agreement may be subordinate to such Lease. In the event that such third party becomes entitled to possession of the Refueler, Lessee agrees to abide by such Lease or enter into a new lease with such third party. As used herein, an "Affiliate" of Lessor is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.
18. **Entire Agreement** – The terms and conditions of this Lease Agreement constitute the entire agreement among the parties with respect to the Refueler and supersede all previous negotiations, representations, or agreements between the parties, whether written or oral. If any part of this Lease Agreement is deemed to be unenforceable, the remainder of this Lease Agreement shall remain in full force and effect. Only a written instrument executed by Lessor and Lessee may amend this Lease Agreement.
19. **No Conflict** - Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.
20. **Purchase of Refuelers**- Airport will have the ability to purchase units at the end of the contract term. The cost is to be determined.

In Witness Whereof, the parties have hereby agreed to all of the above terms and conditions as of the date last indicated below.

Lessor: **ASCENT AVIATION GROUP, INC.**

Lessee: **AUGUSTA, GEORGIA**
a political subdivision of the State of Georgia,
acting through the Augusta Aviation Commission

By: _____

By: _____

Printed Name and Title

Date: _____

Date: _____

**EXHIBIT "A" ATTACHED TO
REFUELER LEASE AGREEMENT**

Item 7.

**Lessor: Ascent Aviation Group, Inc.
One Mill Street
Parish, NY 13131
800-272-3681**

**Lessee (Bill To): Augusta, Georgia
a political subdivision of the State of Georgia
acting through the Augusta Aviation Commission
539 Telfair Street
Augusta, GA 30901**

**Lessee (Ship To): 1501 Aviation Way
Augusta Regional Airport
Augusta, GA 30906**

REFUELER DESCRIPTIONS:

Asset # TBD
5000 Gallon International Jet Refueler
VIN: TBD
Physical Damage Value: TBD
FSA Lease Rate: \$0.00/month
Target Lease Rate: \$0.00/month
Term: 1/1/24-12/31/27

Asset # TBD
5000 Gallon International Jet Refueler
VIN: TBD
Physical Damage Value: TBD
FSA Lease Rate: \$0.00/month
Target Lease Rate: \$0.00/month
Term: 1/1/24-12/31/27

Asset # TBD
5000 Gallon International Jet Refueler
VIN: TBD
Physical Damage Value: TBD
FSA Lease Rate: \$0.00/month
Target Lease Rate: \$0.00/month
Term: 1/1/24-12/31/27

Asset # TBD
2015 or newer 5000 Gallon Jet Defuel Refueler
VIN: TBD
Physical Damage Value: TBD
FSA Lease Rate: \$0.00/month
Target Lease Rate: \$0.00/month
Term: 1/1/24-12/31/27

Asset # TBD
1000 Gallon Isuzu Avgas Refueler
VIN: TBD
Physical Damage Value: TBD
FSA Lease Rate: \$0.00/month
Target Lease Rate: \$0.00/month
Term: 1/1/24-12/31/27

Note: Lessee Insurance Responsibilities begin from date of delivery to Augusta Regional Airport (AGS)

TCS Hub OPTION:

Example of Data Transfer Costs:

TCS Hub Site Software License Fee: \$4500.00

TCS Hub Monthly Fee for Data Transfer: \$300/month per location

Cell Modem Service: \$35.00/month per truck

In Witness Whereof, the parties have hereby agreed to all of the above terms and conditions stated in **Exhibit "A"**, as of the date last indicated below.

Lessor: **ASCENT AVIATION GROUP, INC.**

Lessee: **AUGUSTA, GEORGIA**

**a political subdivision of the State of Georgia,
acting through the Augusta Aviation Commission**

By: _____

By: _____

Printed Name and Title

Date: _____

Date: _____

**EXHIBIT "B" ATTACHED TO
REFUELER LEASE AGREEMENT**

Item 7.

Repairs provided by the Lessor to said Refueler, as stated in Paragraph 5 of this Lease Agreement, are further defined as follows. If any repairs are caused by the Lessee failing to perform maintenance required in Exhibit "D", Lessee shall be responsible for all such repairs.

1. **ENGINE**
 - (a) Block and internal components
 - (b) Cylinder heads, head gaskets and valves
 - (c) Blower or turbo charger assembly
 - (d) Timing chain and gear assembly, gasket and seal
 - (e) Flywheel and ring gear
 - (f) Front and rear crankshaft seal
 - (g) Oil pump and shaft
2. **TRANSMISSION**
 - (a) Housing and internal components
 - (b) Torque converter
 - (c) Input and output shaft bearings and seals
3. **DIFFERENTIAL**
 - (a) Housing and internal components (ring gear and pinion assembly)
 - (b) Pinion bearing and seal
4. **FRAME, AXLES, WHEELS AND SUSPENSION**
 - (a) Chassis frame rails and cross members
 - (b) Springs, load cushions and airbags
 - (c) Walking beams and torsion bars
 - (d) Wheel hubs
 - (e) Axles, king pins and spindles
 - (f) Steering box internal components including bearings and seals
5. **BRAKE SYSTEM**
 - (a) Air compressor internal components
 - (b) Master cylinder and vacuum booster
6. **PRODUCT PUMP, PTO, AND TRANSFER CASE**
 - (a) Housing and internal components
 - (b) Input and output shaft bearings and seals

EXHIBIT “C”
Manufacturer’s Warranty Coverage
ATTACHED TO
REFUELER LEASE AGREEMENT

International Navistar Coverage

Basic Vehicle Coverage	12 months
Engine coverage major	24 months
Drivetrain	24 months
Allison Transmissions	36 months
Batteries	12 months
Towing	90 Days

Isuzu N series Coverage

Basic Vehicle Coverage	36 months
Engine coverage major	36 months
Drivetrain	36 months
Batteries	12 months

Ford F750/650 Diesel Series Coverage

Basic Vehicle Coverage	24 months
Powertrain Coverage	24 months
Diesel Engine	60 months
Transmission	60 months

Ford F750/650 Gas Series Coverage

Basic Vehicle Coverage	24 months
Powertrain Coverage	60 months

Ford F550/450/350 Diesel Series Coverage

Basic Vehicle Coverage	36 months
Powertrain Coverage	60 months
Diesel Engine	60 months

Ford F550/450/350 Gas Series Coverage

Basic Vehicle Coverage	36 months
Powertrain Coverage	60 months

RAM

Basic Vehicle Coverage	36 months
Powertrain Coverage	60 months

EXHIBIT "D"
REFUELER LEASE AGREEMENT
PREVENTATIVE MAINTENANCE SCHEDULE

Item 7.



World Fuel Services PM Checklist

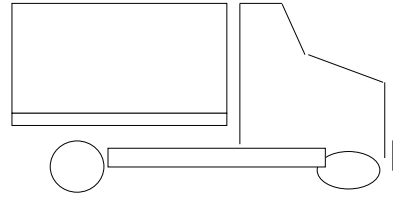
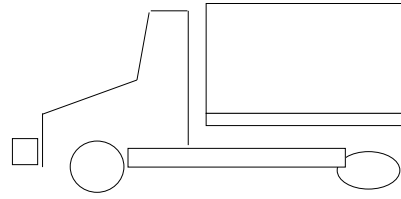
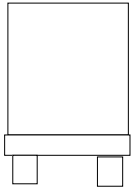
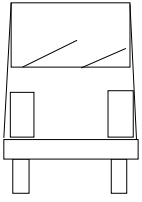
FBO		UNIT #		VIN#	
MILES		DATE		TECHNICIAN:	
HOURS		CUSTOMERS SIGNATURE			

UNDER THE HOOD	Description of Inspection	Repair	OK	Date, Condition or Replacement	Initials
1 AIR FILTER	Record Condition and Change Date - Should be changed at least annually or every 1000 hours				
2 ENGINE OIL	Record Condition and Change Date - Should be changed at least every 6 months or 500 hours				
3 ENGINE OIL SAMPLES	Annually, take an oil sample and send out for analysis				
4 OIL FILTER	Record Condition and Change Date - Should be changed at least every 6 months or 500 hours				
5 AUTOMATIC TRANSMISSION	Record Condition and level - check for burnt smell or discoloration. Fluid and filters should be changed annually with manufacturers recommended fluid				
6 FUEL LINE & FILTERS	Record Condition and Change Date - Filters should be changed at least annually				
7 ANTIFREEZE	Top off as needed, protection should be between -25 and -30				
8 COOLANT SYSTEM	Check for hose and radiator leaks - Confirm overfill bottle in good condition				
9 BELTS	Check for cracking or glazing, replace as necessary				
10 BATTERY TERMINALS & CABLES	Check for loose or corroded terminals, clean and repair as needed				

CAB	monthly	Repair	OK		
1 CLEANLINESS	Is the inside of the cab clean and free of clutter				
2 WINDSHIELD CAB GLASS	Do windows roll up and down, are there any cracks or chips in the windshield ? What is the condition of the mirrors?				
3 WIPER BLADES, ARMS, & HOSES	Repair or replace as needed				
4 STARTING SYSTEM	Does the key turn freely, does the engine turn over slow				
5 ENGINE OPERATION	Start engine to build up air pressure, check all gauges				
5a ENGINE OPERATION	Is there excessive rattling in the engine during operation, does it smoke excessively during start up ?				
5b ENGINE OPERATION	Check low air warning buzzer and light.				
6 ELECTRICAL CHARGING SYSTEM	Record voltage or does the gauge read + / - 12 volts				
7 LIGHTING SYSTEM	Do the dash and dome lights work ?				
8 EXTERIOR LIGHTS	Do all of the exterior lights work properly ?				
9 STEERING - Condition	Does the steering wheel have excessive play when turning ?				
10 PARKING - BRAKE SYSTEM	Does the brake hold the truck when in gear ?				
11 CLUTCH / TRANSMISSION	Check for excessive play in the linkage - should be greased at least once per year				
12 AIR COMPRESSOR	Does the compressor pump up the system in a timely manner ?				

CHASSIS		Semi- Annual	Repair	OK		
1	TANK AND SILLS	Check the tightness of the tank to the chassis & condition of sill boards/monthly for 1st 6 months/then every 6 months				Item 7.
2	TIRE & WHEELS	Check for loose or missing lugs & slippage on spoke style wheels/record tread depth.				
3	EXHAUST SYSTEM	Check for cracks or holes in pipe & muffler. Check condition of hangers				
4	SUSPENSION	Check over all condition looking for broken or cracked parts				
5	CHASSIS LUBE	Check zirks for evidence of grease, should be done at least every 6 months				
5a	KING PINS	Raise front axle to grease King Pins, turn wheels lock to lock to distribute lube.				
6	TRANSMISSION LUBE	Check and fill as necessary				
7	DIFFERENTIAL LUBE	Check and fill as necessary				
8	UNIVERSAL JOINTS	Check zirks for evidence of grease, should be done at least every 6 months. Does the PTO have safety wire?				
9	AIR RESERVOIR	Check drains and cables				
10	BRAKES - ADJUSTMENT	Drive truck in an open space away from obstructions. Adjust brakes only if you are certified to do so, if not call a contractor				
11	PARKING BRAKE	Check parking brake, check parking brake pop out valve to release at 35 lbs.				
PUMPING SYSTEM		Semi- Annual	Repair	OK	Date, Condition or Replacement	
1	PUMP GEAR BOX LUBE	after first 100 hrs of ops then every 500 hrs or semi annual				
2	ELECTRICAL	Check all of the boots on the micro switches, look at LED's on proximity switches				
3	BRAKE INTERLOCK	Test all interlocks and brake over ride switch (Replace seal on over ride switch after checking)				
4	NOZZLES & SCREENS	Check screens for debris, proper gasket / o-ring , broken parts or leaks				
5	PRODUCT HOSE	Extend out completely checking all surfaces				
6	HOSE REEL	Check sprocket for broken teeth & alignment of chain. Remove zirks from swivels, replace with plug				
7	GROUND REEL	Extend out completely checking for cracks or rips, note over all condition and brand, perform continuity test and note results				
8	DISPENSING SYSTEM - LEAKS	General condition of plumbing including pipes and flanges				
9	WATER SUMP VALVES & DRAIN	Ensure they are operating and do not leak, check that Morrison valves closes				
10	AIR CONTROLS	With the engine off listen for escaping air from the system.				
11	METER - SEAL	Does the meter have the proper seal				
12	METER - TOTALIZER	Record totalizer reading				
13	METER	Record date of calibration				
14	PRODUCT FILTER SPECS	Model - Element - Gasket Numbers				
15	PRODUCT FILTER DATE OF CHANGE	If not replaced by you, what was the last date of change				
TANK		Semi- Annual	Repair	OK	Date, Condition or Replacement	
1	MAN WAY GASKETS	Look for cracked or missing o-ring				
2	TANK INTERIOR - Condition	Check inside of tank looking for rust and debris. Clean as required.				
3	CATWALK DRAINS CLEAR	Check condition of drain tubes, should free of cracks and not discolored. Check for obstructions that may be blocking drain tubes				
MISCELLANEOUS		Monthly	Repair	OK	Date, Condition or Replacement	
1	PRODUCT ID / DECALS	Check for missing decals inside cab & over all condition of exterior				
2	FIRE EXTINGUISHERS	Check for seal or missing pin, note date of inspection, must be B/C units				
3	AIR SYSTEM LEAKS	Inspect for leaks and note locations of leaks				
4	PRIST INJECTOR	Test for proper operation and verify injection rate				

NOTE ANY DAMAGE



NOTES

OFFSET AGREEMENT

For the mutual promises contained in this Offset Agreement (“Agreement”), effective as of January 1, 2024, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting through the **AUGUSTA AVIATION COMMISSION**, (“Customer”) and World Fuel Services, Inc. (“WFS”) enter into this Agreement. For purposes of this Agreement, all references to WFS or Customer shall include each such entity’s subsidiaries and affiliates.

This Agreement is effective from and shall continue in effect so long as the parties continue to purchase and sell fuel with each other and enter into related transactions, including, without limitation, loan transactions, truck leases and accepting and process card transactions, pursuant to one or more agreements entered into on or prior to the date hereof (each such agreement, a “Contract”). It is understood and agreed by the parties hereto that any transactions entered into prior to the effective date of this Agreement are also covered hereby.

The parties agree as follows:

1. WFS may, without limitation of its rights and remedies hereunder or at law or in equity, set off or net any amounts or payables which Customer owes to it against any amounts or payables which it owes to Customer, whether under a Contract or any other agreement between the parties or otherwise. Customer hereby agrees and promises that it will not challenge or repudiate any of WFS’s setoff or netting rights hereunder in any proceeding or in connection with any claim or dispute between Customer and WFS.
2. Except as specifically set forth herein, nothing within this Agreement shall be construed to amend, modify or cancel any part of any Contract presently in effect between the parties. All other terms and conditions of said Contracts shall remain unchanged and in effect. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Contract with respect to the payment, netting, offset or invoicing matters, the terms of this Agreement shall prevail.
3. The Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when the parties hereto have each executed one counterpart.
4. The rights and obligations of the parties to this Agreement are not assignable in whole or in part without the prior express written consent of the other party to this Agreement, which shall not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and be binding on and enforceable against the successors and permitted assigns of the parties.
5. None of the provisions of this Agreement may be modified, amended or waived without the prior express written consent or agreement of the parties. No failure on the part of either party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by a party of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. If any of the provisions of this Agreement is found to be illegal or unenforceable, it is deemed to be omitted, but only to the extent of such unenforceability, and the remaining provisions of this Agreement shall remain in full force and effect and may be enforced to protect and reflect the original intent of the parties.
6. Both parties agree that (i) each Contract is a “forward contract” as defined in the U.S. Bankruptcy Code; and (ii) this Agreement constitutes a “master netting agreement” as defined in the U.S. Bankruptcy Code. In addition, each party represents that it is a “forward contract merchant” as that term is defined in the U.S. Bankruptcy Code and an “eligible contract participant” as defined in the U.S. Commodity Exchange Act.

Each of the following shall constitute an “Event of Default”: a party (the “Non-Performing Party”) shall (i) materially default in the payment or performance of any obligations to the other party under this Agreement or any Contract and fail to cure such default within two (2) business days after written notice thereof, (ii) file a petition or otherwise commence or authorize the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or have any such petition filed or proceeding under any bankruptcy or similar law for the protection of creditors or have any such petition filed or proceeding commenced against it or its assets, (iii) otherwise become bankrupt or insolvent, however evidenced, (iv) be unable to pay its debts as they fall due, or (v) fail to give adequate assurance of its ability to perform all of its obligations under any Contract within 48 hours after a reasonable request therefor. In the case of an Event of Default, the other party (the “Performing Party”) shall have the right to immediately and at any time(s) thereafter to liquidate and terminate any or all Contract(s) then outstanding between the parties as of

a designated date ("Early Termination Date"), even if the relevant proceeding, bankruptcy or insolvency giving rise to the event is governed by a system of law which does not contain express provisions enabling close-out in the manner described below to take place after the occurrence of the relevant Event of Default in the absence of automatic liquidation. The foregoing rights and remedies shall be in addition to, and not in lieu of, any rights and remedies (whether or not so specifically defined) that exist in the Contract(s) or otherwise.

7. The Performing Party shall set off (i) all amounts that are due to the Non-Performing Party, plus (at the Performing Party's election) any or all other amounts due to the Non-Performing Party hereunder, against (ii) all such amounts that are due to the Performing Party, plus any performance security (including margin) then held by the Non-Performing Party, so that all such amounts shall be netted to a single liquidated amount payable by one party to the other. The party with the payment obligation shall pay such amount to the other party within one (1) business day after the Early Termination Date.
8. The Performing Party's rights under this Agreement shall be in addition to, and not in limitation or exclusion of, any other rights which the Performing Party may have (whether by agreement, operation of law or otherwise). The Non-Performing Party shall indemnify and hold the Performing Party harmless from all costs and expenses, including reasonable attorney fees, incurred in the exercise of any rights or remedies hereunder.
9. This Agreement shall be construed in accordance with, and governed by the laws of, and the parties consent to the exclusive jurisdiction of, the state and federal courts in the State of New York, without giving effect to their conflicts of laws principles.
10. In no event shall either party be liable hereunder (on the basis of breach of contract, indemnity, warranty or tort or otherwise) for any indirect, special, consequential, exemplary or punitive damages resulting from or arising out of this Agreement, including, without limitation, loss of production, business interruption, loss of profit, loss of revenue, loss of contract or loss of goodwill howsoever caused.

IN WITNESS WHEREOF, the parties have executed this Agreement through each of their authorized representatives, whose signatures are set forth immediately below.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

a political subdivision of the State of Georgia, acting through
the **AUGUSTA AVIATION COMMISSION**

By: _____

Christine S. Coombs
Sr. Director, Finance

By: _____

Printed Name and Title

FUEL SUPPLY AGREEMENT

THIS FUEL SUPPLY AGREEMENT (this “Agreement”) is made and entered into this 1st day of January, 2024 (the “Effective Date”) by and between **AUGUSTA, GEORGIA** (“Customer”), a political subdivision of the State of Georgia, acting through the **AUGUSTA AVIATION COMMISSION**, having its principal office located at 539 Telfair Street, Room 605, Augusta, GA 30901 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its affiliates (collectively “Seller”) located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. Scope.

(a) During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer’s requirements at Customer fixed-based operation site at Augusta Regional Airport (KAGS), 1501 Aviation Way, Augusta, GA 30906 (the “FBO”) for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use.

(b) Seller has a contract fuel program that allows its Flight Operator customers (“World Fuel Customers”) to purchase fuel from Seller (or its affiliates) worldwide through a network of FBOs and other suppliers (the “Contract Fuel Program”). During the Term, Customer covenants that all contract fuel sales will be exclusively through Seller’s Contract Fuel Program and that it will not use any other resellers’ contract fuel program, unless contract fuel is processed through Seller’s Contract Fuel Program. Customer shall provide Seller a discounted into-plane fee for fuel based on the volume of fuel sold by Customer to Seller as part of the Contract Fuel Program compared to Customer’s posted retail price and other resellers’ contract fuel program. Seller issues World Fuel Customers proprietary cards that World Fuel Customers can use to purchase fuel at FBOs (“Cards”). Customer agrees to deliver fuel to World Fuel Customers (a) upon presentment of a Card to Customer (each, a Card Transaction); and (b) pursuant to sales orders or authorizations issued by Seller (each, a “Sales Order”, and with Card Transactions, “Customer Transactions”) to Customer for fuel. Customer shall obtain electronic or manual authorization from Seller for all Customer Transactions.

(c) During the Initial Term (as defined below), Customer agrees to deliver into-plane at least (i) 3,600,000 gallons of fuel to World Fuel Customers pursuant to the Contract Fuel Program (the “Contract Fuel Gallons”) and (ii) 6,000,000 gallons of fuel to air carriers operating under a Part 121 certificate, U.S. based airlines and cargo operators (the “Commercial Fuel Gallons”).

(d) Customer shall purchase at least (i) 3,990,000 gallons of combined aviation fuel (“Bulk Fuel”) from Seller during the Initial Term (the “Bulk Gallons”, and collectively with the Contract Fuel Gallons and the Commercial Fuel Gallons, the “Total Gallons”) and (ii) 1,330,000 gallons of Bulk Fuel from Seller during each Option Term (the “Option Term Minimum Gallons”).

(e) Customer agrees that Seller shall have the exclusive right (other than Customer) to hold fuel in the Customer’s tanks (“Customer Tanks”) located at the FBO (“Inventory Fuel”), and that no other party (other than Customer) shall have the right to hold inventory or have any throughput rights in the Customer Tanks. Customer agrees that it shall only sell Bulk Fuel to end users (*i.e.*, flight operators that burn the fuel in their aircraft) for which Customer issues the invoice to the end user on Customer’s direct behalf. Customer also agrees to the following terms and conditions with respect to Inventory Fuel:

- i. Customer shall, from time-to-time, request additional supplies of Inventory Fuel to ensure at all times during the Term there is a sufficient stock of Inventory Fuel to avoid any Inventory Fuel shortages, taking into account the useable capacity of the Inventory Fuel stock.

- ii. The fueling services ("Fueling Services") at the FBO shall be the sole responsibility of Customer and until title to Inventory Fuel passes to World Fuel Customers after Fueling Services are complete, including, without limitation, the responsibilities related to proper documentation, the preservation of the quality of Inventory Fuel stored at the FBO, the monitoring and control of Inventory Fuel stock levels, and the proper delivery of Inventory Fuel into-plane shall be the sole responsibility of Customer.
- iii. Customer shall keep complete and accurate inventory records. Receipts into inventory and disbursements from inventory shall be recorded in U.S. gallons. Inventory measurements of each Customer Tank shall be taken daily and in accordance with this Section and, for each measurement so taken, the volume and the time of day such measurement was made shall be recorded ("Daily Measurement Requirements").
- iv. Using the Daily Measurement Requirements, Customer shall monthly reconcile the physical inventory of the Inventory Fuel to the calculated inventory and present such reconciliation to Seller. Such reconciliation shall explain the receipt and distribution of all Inventory Fuel, including all operating gains or losses.
- v. Customer shall be responsible for all losses of Inventory Fuel that result from its negligence or willful misconduct. Customer shall also be responsible for all losses or disappearances of Inventory Fuel from Customer Tanks that cannot be reconciled as required above, or adequately explained as a normal operating loss reasonably beyond Customer's control. All gains and losses in inventory of Inventory Fuel shall be determined monthly.
- vi. Customer warrants that at all times during the Term that (y) it will perform the Fueling Service in compliance with Airlines for America ATA Specification 103 "Standards for Jet Fuel Quality Control at Airports", and (z) Customer's personnel shall comply with all of the terms and conditions herein relating to the Fueling Services.
- vii. Customer shall be responsible for training its personnel to perform the Fueling Services as set forth herein.

2. Duration and Renewal. This Agreement shall be for an initial term of three (3) years beginning on the Effective Date (the "Initial Term"). Customer shall have the option to renew for two (2) subsequent one (1) year periods (each, an "Option Term", the Initial Term with each Option Term, as applicable, shall be collectively referred to herein as the "Term"). Customer shall purchase the Total Gallons from Seller during the Initial Term. If at the end of the Initial Term, Customer has not purchased the Total Gallons, then the requirement to purchase such remaining Total Gallons (the "Rollover Gallon Requirement") shall automatically rollover to each Option Term (as applicable), until Customer has purchased the Rollover Gallon Requirement and such Option Term Minimum Gallons. Upon the expiration of the last Option Term, this Agreement shall automatically renew for subsequent annual periods unless cancelled by either party providing ninety (90) days' prior written notice to the other party of its election to terminate.

3. Pricing.

(a) Unless otherwise agreed in writing by the parties, the price per gallon for Avgas 100LL petroleum sold hereunder shall be as established by Seller from time to time in its discretion. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

(b) The price which Customer shall pay Seller for Jet A aviation fuel petroleum products purchased hereunder shall be governed by the previous week (Monday through Friday) average price per U.S. gallon as published in Platt's Oil Gram Gulf Coast Jet 54 Pipeline "mean" plus the price differential of \$0.0616 per gallon. Prices are exclusive of all Taxes (as defined in Section 10), freight charges, surcharges and fees. Seller will provide the same delivered price for Jet A for North Augusta, SC or Doraville, GA terminals. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its price at affected locations. Price changes will take effect as of the date of notification.

(c) Unless otherwise agreed in writing by the parties, the price per gallon for Sustainable Aviation Fuel sold hereunder shall be as established by Seller from time to time in its discretion, subject to availability. Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

4. Product and Product Standard. Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by

a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States or Canada shall meet ASTM D 910, latest revision. Sustainable Aviation Fuel means fuel that was been through ASTM's D4054 Evaluation Process and has been determined by a third party to be equivalent (either neat or as a blend) to conventional jet fuel and has been added to the D7566 Drop-In Fuel Specification. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Payment by Customer shall be made by means of electronic funds transfer, and the terms shall be net thirty (30) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

6. Business Development Funds. Following Customer's execution and delivery of this Agreement and any other agreements referred to in subsection 22(b), Seller agrees to advance to Customer business development funds (the "Business Development Funds") as follows:

(a) One Hundred Thousand Dollars (\$100,000.00) annually for the Initial Term of Agreement for a maximum of Three Hundred Thousand Dollars (\$300,000.00) to be used towards facility upgrades and airport ~~community~~ projects.

(b) If this Agreement is terminated for any reason, Customer shall promptly pay back to Seller an amount equal to the number of months left in the current contract year by Customer divided by 12 multiplied by the Business Development Funds distributed by Seller to Customer in such contract year.

(c) If at any time during the Initial Term, Customer purchases the Total Gallons or more of combined aviation fuel (Jet Fuel plus Avgas 100LL), Customer shall be relieved of any obligation or liability to repay to Seller the Business Development Funds.

7. Force Majeure.

(a) Neither party shall be in breach of nor have any liability for its failure to perform any obligation under this Agreement in the event that performance is prevented, hindered, delayed as a result of any cause beyond the reasonable control of such party ("Force Majeure Event"), whether or not such Force Majeure Event may have been foreseen or was foreseeable at the time of contracting and regardless of whether the effect of such Force Majeure Event is direct or indirect, including but not limited to: (i) any act of God; (ii) fire, accident or explosion; (iii) landslide, earthquake, lightning, storm, hurricane, flood, tidal wave or other adverse weather condition; (iv) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; (v) any pandemic, epidemic or quarantine restriction; (vi) strikes (whether legal or not), labor disturbance, whether involving the employees of the affected party, and regardless of whether the disturbance could be settled by acceding to the demands of the labor group; (vii) compliance with applicable law or a change, request or order of any governmental authority or agent or regulator; (viii) failures of any electrical supply, telecommunications, transport, equipment, pipeline or plant or any mechanical breakdowns howsoever caused; (ix) shortage in raw material, transportation, manufacturing, or Fuel from Seller's contemplated source of supply; (x) any determination that proceeding with a delivery would be a violation of the sanctions laws or regulations of the United States or any other jurisdiction to which the affected party may be subject.

(b) In the event that performance is prevented, hindered, or delayed by such a Force Majeure Event, Seller may reduce deliveries in any manner as it may determine in its sole discretion and shall not be obliged to acquire or purchase additional quantities from other suppliers.

(c) Seller shall not be liable for demurrage, off-hire or delay or any additional costs incurred by Customer resulting from or in any way attributable to any of the foregoing Force Majeure Events.

(d) Seller shall not be obligated to make up any delivery shortfalls omitted as a result of any Force Majeure Event. Quantities not sold or purchased due to the occurrence of such a Force Majeure Event may be reduced or eliminated from the contractual amount at the discretion of Seller.

(e) If due to a Force Majeure Event Seller is unable to supply the total demand for any Fuel and/or is only able to perform part of its contractual obligations, Seller shall have the right in its sole discretion to allocate its available Fuel and/or services among its customers, departments and divisions in such manner as it may so determine.

8. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

9. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

10. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

11. Taxes and Fees. All prices are quoted in U.S. Dollars and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder, and shall be added to the applicable price. Failure to add such duty, tax, assessment, fee or other charge to any invoice shall not relieve Customer from liability therefor. Customer will present Seller with any required documentation, including, but not limited to, registrations, exemptions, certifications, claims, refunds, declarations or otherwise, in a form and format, and on or before whatever due date Seller shall require, to satisfy Seller's concerns in connection with any duty, tax, assessment, fee and/or other charge. Customer's failure to provide Seller with such required documentation will result in the inclusion of all appropriate taxes and fees on applicable invoices and the recovery of any imposed taxes and fees will be the responsibility of Customer. Customer shall indemnify and hold Seller harmless for any damages, claims, liability or expense Seller may incur due to Customer's failure to comply with this requirement. Furthermore, Customer agrees to cooperate and execute any document reasonably requested by Seller to the extent necessary to further the intent of this Section 11 or to recover any amounts improperly paid to any governmental authority or other agency.

12. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

13. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employers Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority.

(b) The insurance specified in subsection (a) of this Section 13 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

14. Indemnification; Limitation of Liabilities.

(a) Customer agrees to indemnify, defend and hold harmless Seller, its affiliates, and their respective equity holders, officers, managers, directors, employees, agents and permitted assigns from and against any and all liabilities, losses, claims, costs, expenses and damages (including reasonable attorneys' fees) of whatever nature incurred by any such indemnitee as a result of any claim brought by any third party in connection with any fuel or services provided hereunder except to the extent such liabilities result directly out of Seller's gross negligence or willful misconduct.

(b) SELLER SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR (i) ANY DELAY OR (ii) LOSS OF ACTUAL OR ANTICIPATED PROFIT OR (iii) LOSSES CAUSED BY BUSINESS INTERRUPTION OR (iv) LOSS OF GOODWILL OR REPUTATION OR (v) ACTS OR OMISSIONS OF THIRD PARTY VENDORS OR (vi) FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE EXERCISE OF SELLER'S RIGHT TO SUSPEND AND/OR TERMINATE DELIVERY OF FUEL.

(c) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SELLER PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. Quality Control. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall immediately report to Seller any accident or incident involving a fueled aircraft.

16. Claims. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within twenty-four (24) hours after delivery.

17. Confidential Information. Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services and shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need-to-know Confidential Information. Customer's obligations under this Section 17 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not

subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information.

18. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer seven (7) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding agreement, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 18(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document and all remaining Business Development Funds shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, any remaining Business Development Funds, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law.

19. Allowances. So long as Customer is not in breach of this Agreement then for the Initial Term:

(a) Ritz-Carlton On-Site Training Annual Allowance. Seller will provide Ritz-Carlton customer service training in the amount of up to \$20,000.00 annually. Reimbursements will be paid after Customer has provided invoices and / or other documentation reasonably requested by Seller for the costs related to training.

(b) NATA PLST Line Service Training, On-Site Quality Control Training, Fire Safety Training and Equipment Inspections Annual Allowance. Seller will provide up to \$13,000.00 annually for the purposes of NATA PLST line service training costs, on-site quality control training, fire safety training and equipment inspection costs. Reimbursements will be paid after Customer has provided invoices and / or other documentation reasonably requested by Seller for the costs related to training or inspections.

(c) Event Sponsorship. Seller will provide \$10,000.00 annually to be used to support promotional events at the FBO. These funds will be paid at the beginning of each contract year of the Initial Term.

(d) Trade Show Annual Allowance. Seller will provide up to \$15,000.00 annually towards trade show costs. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to trade shows.

(e) Software Annual Allowance. Seller will provide up to \$10,000.00 annually towards the cost of aviation software. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such software expenses.

(f) Air Elite Membership Annual Allowance. Subject to membership approval, Seller will provide up to \$13,000.00 annually towards Air Elite membership fee. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such membership expenses.

(g) Sustainability Project Allowance. Seller will provide up to \$10,000.00 annually for the purposes of sustainability projects and activities at the FBO. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to such sustainability projects.

(h) Refueler Maintenance Annual Allowance. Seller will provide up to \$15,000.00 annually for refueler maintenance. Reimbursements will be paid to Customer after invoices and / or other documentation reasonably requested has been provided to Seller for the costs related to refueler maintenance.

(i) The Masters Tournament Annual Refueler Allowance. Seller will provide seven (7) additional jet refuelers for the annual Masters Tournament. Seller will provide reasonable cost coverage for inbound and outbound transportation for all seven (7) refuelers. The parties hereby agree to enter into an agreement regarding such refuelers using Seller's standard form of refueler lease agreement.

(j) World Fuel Rewards Allowance. Seller agrees to provide to Customer a One Million (1,000,000) World Fuel Rewards Bonus Bank of Points for year one of Initial Term and will cover annual minimum point purchase requirement for the Initial Term.

20. World Fuel Rewards. Customer agrees to participate in Seller's Rewards Program. Participation in the World Fuel Services Rewards program is subject to the World Fuel Program Rules – Participating Locations, which are set forth at <https://worldfuelrewards.com/worldfuel-program-rules-locations/>.

21. Co-op Advertising. Customer agrees to participate in Seller's co-op program pursuant to which Seller shall accrue \$0.005 cents per gallon of Bulk Fuel purchased hereunder, excluding the Commercial Fuel Gallons. In addition, Seller shall pay \$0.03 per gallon on Contract Fuel Gallons delivered, excluding the Commercial Fuel Gallons. These amounts will be calculated from January – December of each calendar year and Customer shall have the right to purchase qualified co-operative marketing items for the of the FBO; provided that Customer shall forfeit the right to any remaining accrued funds on January 15th of each calendar year.

22. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 22(a).

(b) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party; (b) violate any applicable law, regulation, ordinance, or rule with which it must comply; (c) violate any of its respective internal policies, procedures, or guidelines; or (d) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

(d) Assignment; Waiver. This Agreement may not be assigned by Customer, either voluntarily, involuntarily, or by operation of law, or in the context of the sale of all or substantially all the assets of either party; any merger, consolidation or acquisition of either party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital equity of either party in one or more related transactions (each, a "Change in Control") without the prior written consent of Seller, which consent shall not be unreasonably withheld. Customer shall give Seller at least ninety (90) days' prior written notification of any Change in Control, identifying the entity that would be the successor in interest. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate of Seller" is any corporation, partnership, joint venture or other entity in which World Kinect Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Georgia without regard to conflict of laws provisions. Customer hereby consents to the jurisdiction of any state or federal court situated in Richmond County, Georgia and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing; provided, nothing herein shall affect a party's right to bring proceedings against the other party in the competent courts of any other jurisdiction or jurisdictions. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the substantially prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

AUGUSTA, GEORGIA

a political subdivision of the State of Georgia, acting through
the **AUGUSTA AVIATION COMMISSION**

By: _____

By: _____

Christine S. Coombs
Sr. Director, Finance

Printed Name and Title

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, September 5, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 854 7801 0911; Passcode: 259539** for furnishing

RFP Item # 23-246 Aviation Fuel Supplier for Augusta, GA – Augusta Regional Airport

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, August 18, 2023 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	July 27, 2023 and August 3, 10, 17, 2023
Metro Courier	July 27, 2023


Revised: 3/22/21



**RFP Item # 23-246 Aviation Fuel Supplier
for Augusta, GA – Augusta Regional Airport
RFP Date: Tuesday, September 5, 2023 @ 11:00 a.m. via ZOOM**

**Total Number Specifications Mailed Out: 16
Total Number Specifications Download (Demandstar): 82
Total Electronic Notifications (Demandstar): 4
Georgia Procurement Registry: 292
Total packages submitted: 5
Total Noncompliant: 0**

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	Copies 7	Fee Proposal
AEG Fuels 701 Waterford Way #490 Miami, FL 33126	Yes	Yes	1756473	Yes	Yes	Yes	Yes
Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. One Mill Street Perish, NY 13131	Yes	Yes	892009	Yes	Yes	Yes	Yes
Avfuel Corporation 47 W Ellsworth Road Ann Arbor, MI 48108	Yes	Yes	417532	Yes	Yes	Yes	Yes
Campbell Oil Company 418 Peanut Road Elizabethtown, NC 28337	Yes	Yes	728184	Yes	Yes	Yes	Yes
Eastern Aviation Fuels, Inc. DBA Titan Aviation Fuels 601 McCarthy Blvd. New Bern, NC 28562	Yes	Yes	1355239	Yes	Yes	Yes	Yes

<div><div></div><div><div>RFP Item # 23-246 Aviation Fuel Supplier</div><div>for Augusta, GA – Augusta Regional Airport</div><div>Evaluation Date: Thursday, Septeber 14, 2023 @ 9:00 a.m. via ZOOM</div></div></div>																										
Vendors			AEG Fuels 701 Waterford Way #490 Miami, FL 33126		Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. One Mill Street Perish, NY 13131		Avfuel Corporation 47 W Ellsworth Road Ann Arbor, MI 48108		Campbell Oil Company 418 Peanut Road Elizabethtown, NC 28337		Eastern Aviation Fuels, Inc. DBA Titan Aviation Fuels 601 McCarthy Blvd. New Bern, NC 28562				AEG Fuels 701 Waterford Way #490 Miami, FL 33126		Ascent Aviation Group, Inc. a subsidiary of World Fuel Services, Inc. One Mill Street Perish, NY 13131		Avfuel Corporation 47 W Ellsworth Road Ann Arbor, MI 48108		Campbell Oil Company 418 Peanut Road Elizabethtown, NC 28337		Eastern Aviation Fuels, Inc. DBA Titan Aviation Fuels 601 McCarthy Blvd. New Bern, NC 28562			
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)																							
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)							Weighted Scores															
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS							PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS		
2. Qualifications & Experience		(0-5)	10	3.0	5.0	4.5	4.5	5.0							30.0	50.0	45.0	45.0	50.0							
3. Organization & Approach		(0-5)	20	2.5	5.0	4.0	4.5	5.0							50.0	100.0	80.0	90.0	100.0							
Scope of Services (40 points) Provide supporting documentation of your ability, capacity, and skills to perform the contract or provide the services required in Section II Scope of Services; a.)Proponent’s ability to provide quality goods and services specified in this RFP. b.)The capability of the proponent to perform the contract or provide the service promptly or within the time specified, without delay or interference. c.)The character, integrity, reputation, judgment, experience, and efficiency of the proponent. d.)The quality of performance on previous contracts. e.)The previous and existing compliance by the proponent with law and ordinances relating to the contract or services. f.)The quality, availability, and adaptability of the supplies or services to the particular use required. g.)Additional information, proposal, or incentives for airport consideration.		(0-5)	25	3.0	5.0	4.0	3.5	4.5							75.0	125.0	100.0	87.5	112.5							
5. Financial Stability		(0-5)	5	4.0	4.5	4.5	4.5	4.5							20.0	22.5	22.5	22.5	22.5							
6. References		(0-5)	5	4.5	4.5	4.5	4.5	4.5							22.5	22.5	22.5	22.5	22.5							
10																										
Within Richmond County		5	10		5.0										0.0	50.0	0.0	0.0	0.0							
Within CSRA		5	6												0.0	0.0	0.0	0.0	0.0							
Within Georgia		5	4												0.0	0.0	0.0	0.0	0.0							
Within SE United States (includes AL, TN, NC, SC, FL)		5	2	5.0			5.0	5.0							10.0	0.0	0.0	10.0	10.0							
• All Others		5	1		5.0	5.0									0.0	5.0	5.0	0.0	0.0							
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375				22.0	34.0	26.5	26.5	28.5							207.5	375.0	275.0	277.5	317.5							
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																										
8. Presentation by Team		(0-5)	10												0.0	0.0	0.0	0.0	0.0							
9. Q&A Response to Panel Questions		(0-5)	5												0.0	0.0	0.0	0.0	0.0							
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)															Cost/Fee Proposal Consideration											
Lowest Fees		5	10		5.0										0.0	50.0	0.0	0.0	0.0							
Second		5	6				5.0								0.0	0.0	0.0	30.0	0.0							
Third		5	4					5.0				5.0			0.0	0.0	0.0	0.0	20.0							
Forth		5	2			5.0									0.0	0.0	10.0	0.0	0.0							
Fifth		5	1												0.0	0.0	0.0	0.0	0.0							
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				0.0	5.0	5.0	5.0	5.0							0.0	50.0	10.0	30.0	20.0							
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																										
Total Cumulative Score (Maximum point is 525)				22.0	39.0	31.5	31.5	33.5							207.5	425.0	285.0	307.5	337.5							
Internal Use Only																										
Evaluator: Cumulative Date: 9/14/23																										
Procurement DepartmentRepresentative:_____Nancy Williams_____																										
Procurement Department Completion Date: 9/14/23																										



(706) 798-3236 • Fax (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

Date: September 18, 2023
To: Geri Sams, Procurement Director
From: Herbert L. Judon, Jr., Executive Director *NLJ*
Re: RFP Item# 23-246 Aviation Fuel Supplier bid award

Dear Mrs. Sams,

A request for proposal was issued on September 5, 2023 for a full-service aviation fuel supplier to support our commercial and general aviation customers. After a thorough and complete review of all five proposals submitted, I agree with the recommendation from the evaluation committee to award World Fuel Services the Aviation Fuel Supplier bid pending contract negotiations. Please provide guidance on the process to initiate contract negotiations.

Please feel free to contact me with any questions or concerns you may have.

WORLD FUEL SERVICES
9800 NW 41ST STREET. SUITE 400
MIAMI, FL 33178

ATTN: WALT ABBOTT
ABBOTT OIL
P. O. BOX 3639
AUGUSTA, GA 30914-3639

AIR BP AVIATION SERVICES
ATTN: THIAGO SIMAO
30 SOUTH WACKER DR.
SUITE 900
CHICAGO, IL 60606

ATTN: DARAN A. WOMACK
WORLD FUEL SERVICE
575 OAK MEADOW LANE
AIKEN, SC 29803

ATTN: WILLIAM HROCH, JR.
WESTERN PETROLEUM COMPANY
1030 PEACHTREE COURT
GREENSBORO, GA 30642

ATTN: TOMMY GIBBS
ALL STATE PETROLEUM
P O BOX 662
AIKEN SC 29802

ATTN: JOEL HIRST
AVFUEL CORPORATION
47 WEST ELLSWORTH RD.
ANN ARBOR, MI 48108

ATTN: DAVE PERRY
PERRY BROTHERS AVIATION
FUELS
125 US HWY 280 WEST
AMERICUS, GA 31719

EPIC AVIATION
3841 FAIRVIEW INDUSTRIAL DR.,
SE
SALEM, OR 97302

EPIC FUELS
222 W LAS COLINAS BLVD.
SUITE 1425N
IRVING, TX 765039

ATTN: WESLEY EARL
THE HILLER GROUP, INC.
5321 MEMORIAL HIGHWAY
TAMPA, FL 33634

PHILLIPS 66 AVIATION
ATTN. MR. ALLEN BRETZ
774 ADAMS BUILDING
BARTLESVILLE, OK 74004

ATTN: ROBERT STALLINGS, III
EASTERN AVIATION FUELS, INC.
601 MCCARTHY BLVD
NEW BERN, NC 28562

PHILLIPS 66
2005 WILEY POST RD.
BARTLESVILLE, OK 74004

WORLD FUEL SERVICES
ATTN: MIKE MILLER
3000 BAYPORT DRIVE SUITE 470
TAMPA FL. 33607

EPIC FUELS
ATTN: DON MOSS
105 N. CARLEILA LAKEWAY
SPARTANBURG, SC 29307

HERBERT JUDON JR.,
AUGUSTA REGIONAL AIRPORT

KENNETH HINKLE
AUGUSTA REGIONAL AIRPORT

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

RFP 23-246
AVIATION FUEL SUPPLIER
FOR AUGUSTA REGIONAL AIRPORT
RFP MAILED OUT 07/27/23

RFP 23-246
AVIATION FUEL SUPPLIER
FOR AUGUSTA REGIONAL AIRPORT
RFP DUE: TUE. 9/05/23 @ 11:00 A.M.

1 of 1

Addendum 1
Mailed: August 22, 2023

BIDDERS LIST

BID ITEM # 23-246 COST \$ _____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Don Moss Regional Account Manager EPIC Fuels	105 N. Carleita Lane Spartanburg SC 29307	08/01/23	"	A.S.	A.S.
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

WEX BANK 2023-07-28	stephanie_wood@wrightexpress.com WEX, WEX		
WHITING-TURNER CONTRACTING CO 2023-07-28	crystal.carter@whiting-turner.com Carter, Crystal	N	NOM
WHITING-TURNER CONTRACTING CO 2023-07-28	keith.douglas@whiting-turner.com DOUGLAS, KEITH A		
WHITING-TURNER CONTRACTING CO 2023-07-28	michael.biggs@whiting-turner.com MBIGGS, MBIGGS		
WILLIAMS-PITTS OIL CO INC 2023-07-28	wmspitts@bellsouth.net Pitts, David	N	NOM
WILLIAMS-PITTS OIL CO INC 2023-07-28	wmspitts@bellsouth.net Holt, Margaret		
WILMAC INC 2023-07-28	wilmacinc@bellsouth.net WILMACINC, WILMACINC	Y	AFA
WIPAIRE INC 2023-07-28	bpike@wipaire.com Pike, Bill	N	NOM
WIPAIRE INC 2023-07-28	bpike@wipaire.com WIPAIRE, WIPAIRE		
Wold Fuel Services Inc. 2023-07-28	Nenayet@wfscorp.com Enayet, Naved	N	NOM

ETHNIC GROUP	COUNT
--------------	-------

African American	25
Asian American	3
Native American	2
Hispanic/Latino	4
Pacific Island/American	0
Non Minority	108
Not Classified	0
Total Number of Vendors	142
Total Number of Contacts	292

PR_bid_email_list

Planholders

Add Supplier

Export To Excel

Supplier (4)

Supplier 

Download Date

Campbell Oil Company

08/31/2023

Dodge Data

07/29/2023

Global Personnel Solutions, Inc.

07/31/2023

Onvia, Inc. - Content Department

07/28/2023

Add Supplier

Supplier Details

Supplier Name	Campbell Oil Company
Contact Name	Heidi Danilko
Address	418 Peanut Plant Rd , Elizabethtown, NC 28337
Email	bids@campbeloil.net
Phone Number	910-862-8423

Documents

Filename	Type	Action
23-246_RFP	Bid Document / Specifications	View History
23-246_ADD1	Addendum	View History

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Public Services Committee Meeting

Meeting Date: November 14, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Purchase of Golf Carts
Presenter:	Herbert Judon
Caption:	Motion to Approve the Purchase of Three (3) Golf Carts from Mr. Golf Carts in the amount of \$36,870.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-222
Background:	Currently the airport has three golf carts that are designated to provide operational support for aircrews and their passengers. As the units age, they become less reliable and more dependent on maintenance repairs. As a result, the Augusta Regional Airport Aviation Services Department is requesting three replacement golf carts to support the operation.
Analysis:	The last golf cart purchase was procured in 2015. Our golf carts serve as a customer service essential and operational necessity for transporting aircrews, passengers, and their luggage. In collaboration with the Procurement Department, Invitation to bid #23-222 for Golf Carts was issued. Three compliant bids were received and Mr. Golf Carts provided the lowest price.
Financial Impact:	The cost of the three (3) golf carts is \$36,870.00. This purchase request was approved in the 2023 budget planning period.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on October 26, 2023.
Funds are available in the following accounts:	551081206-5421110
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, September 22, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **879 1252 1242**; Passcode: **008867** for furnishing:

Bid Item #23-222 Golf Carts for Augusta, GA – Augusta Regional Airport

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, September 8, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	August 17, 24, 31, 2023 and September 7, 2023
Metro Courier	August 17, 2023



**Bid Opening - Bid Item #23-222 Golf Carts
for Augusta Regional Airport
Bid Due: Friday, September 22, 2023 @ 11:00 a.m. via ZOOM**

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 53
Georgia Registry: 232
Total packages submitted: 3
Total Non-Compliant: 0

VENDORS	E-Z-GO 1451 Marvin Griffin Road Augusta, GA 30906	Jerry Pate Turf & Irrigation 5350 Tulane Drive Atlanta, GA 30336	Mr. Golf Carts 310 Mills Road Waynesboro, GA 30830
Attachment B	Yes	Yes	Yes
E-Verify Number	727862	7547	580894
SAVE Form	Yes	Yes	Yes
Bidder Offer			
Year	2024	2023/2024	2024
Make	Cushman	Toro	Cushman
Model	Hauler 1200 Gas	07411EX GTX Extended EFI	Shuttle 2 EFI
Price Per Golf Cart	\$14,146.00	\$23,810.04	\$12,290.00
Total Price (3)	\$42,438.00	\$71,430.12	\$36,870.00
Approximate Delivery Time	Dec-23	12 - 18 months	3 - 4 months APO
Exceptions	Please see Exceptions	Please see Exceptions	Please see Exceptions

Phone: (706) 798-3236 Fax: (706) 798-1551

1501 Aviation Way
Augusta, Georgia • 30906

MEMORANDUM

Date: November 3, 2023
To: Geri Sams, Procurement Director
From: Herbert Judon, Executive Director
Re: Letter of Recommendation – Mr. Golf Carts #23-222 Golf Carts

The Airport recommends the award for bid Item #23-222 Golf Carts to Mr. Golf Carts for \$36,870.00.

Mr. Golf Carts provided the lowest cost proposal that met our specifications.

Please feel free to contact me with any questions or concerns you may have.



**EZGO TEXTRON
ATTN: BRITANY BOOZ
1451 MARVIN GRIFFIN RD.
AUGUSTA, GA. 30906**

**AUGUSTA GOLF CARTS
3206 WASHINGTON RD.
AUGUSTA, GA 30907**

**SOUTHERN TRANSPORT VEHICLES
2417 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906**

**J&M GOLF CARTS
690 INDUSTRIAL PARK DRIVE
EVANS, GA 30809**

**TRANSPORTATION SOLUTIONS OF
AUGUSTA
629 COMMERCE CT.
PO BOX 2326
EVANS, GA 30809**

**CLUB CAR, LLC
4125 WASHINGTON ROAD
EVANS, GA 30809**

**AFFORDABLE CARTS
116 COMMERCIAL BLVD.
MARTINEZ, GA 30907**

**AUGUSTA ATV
16 REST MASTER LN., SUITE A
NORTH AUGUSTA, SC 29860**

**RICK'S SPECIALTY VEHICLES
2517 MIKE PADGETT HIGHWAY
AUGUSTA, GA. 30906**

**REVOLUTION GOLF CARS
4499 COLUMBIA ROAD
MARTINEZ, GA 30907**

**SPECIALTY CAMOUFLAGE PROD.
2722 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906**

**BARRON,S GOLF CARTS
158 JOHNSTON HIGHWAY
TRENTON, SC 29847**

**HERBERT JUDON JR.
AUGUSTA REGIONAL AIRPORT**

**KENNETH HINKLE
AUGUSTA REGIONAL AIRPORT**

**PHYLLIS JOHNSON
COMPLIANCE**

**BID ITEM #23-222
GOLF CARTS
FOR AUGUSTA REGIONAL AIRPORT
DUE: FRI., 9/22/23 @ 11:00 A.M.**

**BID ITEM #23-222
GOLF CARTS
FOR AUGUSTA REGIONAL AIRPORT
MAIL: 8/17/23**

1 of 1

2023-08-18			
srp agency 2023-08-18	salimporter@askmilaspartners.com porter, salim	N	NOM

Item 8.

ETHNIC GROUP	COUNT
African American	10
Asian American	3
Native American	3
Hispanic/Latino	2
Pacific Island/American	2
Non Minority	108
Not Classified	0
Total Number of Vendors	128
Total Number of Contacts	232

[PR_bid_email_list](#)

Planholders

Add Supplier

Export To Excel

Supplier (2)

Supplier

Download Date

Dodge Data

08/19/2023

Onvia, Inc. - Content Department

08/18/2023

Add Supplier

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Remove

Documents

Filename	Type	Action
23-222_ITB	Bid Document / Specifications	View History



Public Services Committee Meeting

Meeting Date: November 14, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Purchase of Baggage Tractor
Presenter:	Herbert Judon
Caption:	Motion to Approve the Purchase of One (1) Baggage Tractor from Aero Specialties, Inc. in the amount of \$58,490.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-225
Background:	<p>Currently the airport has one operational baggage tractor to move and stage ground support equipment (GSE). For many decades the airport has relied on government surplus ground support equipment. The inexpensive procurement cost was a win for the airport and a great return on investment. However, this government surplus baggage tractor is near obsolescence.</p> <p>As a result, the Augusta Regional Airport Aviation Services Department is requesting a new replacement baggage tractor.</p>
Analysis:	In collaboration with the Augusta Procurement Department, an Invitation to Bid #23-225 was let for a baggage tractor. The solicitation was mailed out to nine companies, but only one compliant bid was received. Aero Specialties, Inc. offered the baggage tug price at \$58,490.00. This purchase request was approved in 2023 budget planning period.
Financial Impact:	The cost of the Baggage Tractor is \$58,490.00. This purchase request was approved in the 2023 budget planning period.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on October 26, 2023.
Funds are available in the following accounts:	551081206-5421110
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, October 13, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: 850 6994 2530; Passcode: 309558 for furnishing:

Bid Item #23-225 Baggage Tractor for Augusta, GA – Augusta Regional Airport

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, September 29, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle September 7, 14, 21, 28, 2023
Metro Courier September 7, 2023



**Bid Opening - Bid Item #23-225 Baggage Tractor
for Augusta, GA – Augusta Regional Airport
Bid Due: Friday, October 13, 2023 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 9

Total Number Specifications Download (Demandstar): 1

Total Electronic Notifications (Demandstar): 27

Georgia Procurement Registry: 60

Total Packages Submitted: 2

Total Non-Compliant: 1

VENDORS	Aero Specialites, Inc. 11175 W. Emerald Street Boise, Idaho 83713	Technology International, Inc. 1331 South International Parkway Suite 2251 Lake Mary, Florida 32746
Attachment B	Yes	Yes
E-Verify Number	333475	No - Non Compliant
SAVE Form	Yes	Yes
Baggage/Cargo Tow Tractor – TLD JST-25 OR EQUIVALENT		
Year	2023	-
Make	TLD	JBT Aerotech
Model	JST-25D	B80
Total Price	\$58,490.00	\$86,900.00
Approximate Delivery Time	24 weeks	25 weeks

Phone: (706) 798-3236 Fax: (706) 798-1551

1501 Aviation Way
Augusta, Georgia • 30906

MEMORANDUM

Date: November 3, 2023

To: Geri Sams, Procurement Director

From: Herbert Judon, Executive Director

Re: Letter of Recommendation – Aero Specialties, Inc. #23-225 Baggage Tractor

The Airport recommends the award for bid item #23-225 baggage Tractor to Aero Specialties, Inc. for

\$58,490.00 Aero Specialties Inc. which was the only compliant proponent.

Please feel free to contact me with any questions or concerns you may have.

Herbert L. Judon Jr.

CAROLINA GSE
ATTN: THOMAS GRIMES
2408 CHARLES BLVD
GREENVILLE, NC 27858
(RETURNED MAIL)

AES-GSE
ATTN: CHAD YERGEAU
3230 MAGNUM DRIVE
ELKHART, IN 46516

AERO SPECIALTIES
ATTN: TONY CAL/DEREK ROSE
11175 W. EMERALD ST.
BOISE, ID 83713

XCED
ATTN: KELLY CAMBURN
425 N MARTINGALE ROAD
8TH FLOOR
SCHAUMBURG, IL 60173

TEXTRON GSE
ATTN: PATRICK DENNISON
4105 ROYAL DR. NW SUITE 600
KENNESAW, GA 30144
(RETURNED MAIL)

SKYBUS LLC/ GLOBAL GSE
2036 STOUT FIELD WEST DRIVE
INDIANAPOLIS, INDIANA 46241

TEXTRON GSE
41 BUSCH DR., NE SUITE 100
CARTERSVILLE, GA 30121

EAGLE TUGS
1 AIR CARGO PARKWAY EAST
SWANTON, OH 43558

LEGACY GSE, LLC
2013 OLDE REGENT WAY
SUITE 150-110
LELAND NC 28451

HERBERT JUDON
AUGUSTA REGIONAL AIRPORT

KENNETH HINKLE
AUGUSTA REGIONAL AIRPORT

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM #23-225
BAGGAGE TRACTOR
FOR AUGUSTA REGIONAL AIRPORT
MAILED: THURSDAY: 09/07/23

BID ITEM 23-225
BAGGAGE TRACTOR
FOR AUGUSTA REGIONAL AIRPORT
DUE: FRI., 10/13/23 @ 11:00 A.M.

1 of 1

Planholders

Add Supplier

Export To Excel

Supplier (1)

Supplier 

Download Date

Onvia, Inc. - Content Department

09/09/2023



Add Supplier

Supplier Details

Supplier Name	Onvia, Inc. - Content Department
Contact Name	Content Source Management
Address	509 Olive Way, Suite 400 , Seattle, WA 98101
Email	sourcingsupport@deltek.com
Phone Number	206-373-9500

Documents

Filename	Type	Action
23-225_ITB	Bid Document / Specifications	View History



Public Services Committee Meeting

Meeting Date: November 14, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Purchase of Towbarless Aircraft Tug
Presenter:	Herbert Judon
Caption:	Motion to Approve the purchase of one (1) Towbarless Aircraft Tug from JBT Lektro, Inc. for the amount of \$136,437.00. Approved by the Augusta Aviation Commission on October 26, 2023. ITB 23-202
Background:	A Towbarless Aircraft Tug provides a safer and more efficient way of moving aircraft. Due to the increase size of the average aircraft from 2011, compared to the present, the need to increase our towing capability has become an operational necessity. The last new unit was purchased in 2011 and had a towing capacity of 55,000 lbs. The current proposed unit will have a towing capacity of 120,000 lbs., which will provide the needed capacity to service almost every type of Business Jet that transitions though the Airport.
Analysis:	In collaboration with the Procurement Department, Invitation to bid #23-202 for a Towbarless Aircraft Tug was issued. One (1) responsive bid from JBT Lektro, Inc. was received.
Financial Impact:	The cost of the Towbarless Aircraft Tug is \$136,437.00. This purchase request was approved in the 2023 budget planning period.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on October 26, 2023.
Funds are available in the following accounts:	551081206-5421110
<u>REVIEWED AND APPROVED BY:</u>	N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, September 1, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **839 5488 7623**; Passcode: **311112** for furnishing:

Bid Item #23-202 Towbarless Aircraft Tug for Augusta, GA – Augusta Regional Airport

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, August 18, 2023@ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	July 27, 2023, and August 3, 10, 17, 2023
Metro Courier	July 27, 2023



**Bid Opening: Bid Item #23-202 Towbarless Aircraft Tug
for Augusta, GA – Augusta Regional Airport
Bid Date: Friday, September 1, 2023 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 6
Total Number Specifications Download (Demandstar): 3
Total Electronic Notifications (Demandstar): 24
Georgia Procurement Registry: 67
Total Packages Submitted: 2
Total Noncompliant: 1**

Vendors	Carolina Ground Services Equipment, Inc. dba Pilot John International 1905 Turnbury Drive Greenville, NC 27858	JBT Lektro, Inc. 1190 SE Flightline Drive Warrenton, OR 97146
Attachment "B"	Yes	Yes
E-Verify Number	No - Non Complaint	1465939
SAVE Form	Yes	Yes
Towbarless Aircraft Tug		
Unit Bid Price	\$125,050.00	\$132,487.00
Freight Charges	\$2,500.00	\$3,950.00
Total Bid Price	\$127,550.00	\$136,437.00
Manufacturer	Eagle	JBT Lektro Inc.
Model	eJP-12	AP 8850sda



Phone: (706) 798-3236 Fax: (706) 798-1551

1501 Aviation Way
Augusta, Georgia • 30906

MEMORANDUM

Date: September 19, 2023

To: Geri Sams, Procurement Director

From: Herbert Judon, Executive Director *HJ*

Re: Letter of Recommendation – JBT Lektro, Inc. #23-202 Towbarless Aircraft Tug

The Airport recommends the award for bid item #23-202 Towbarless Aircraft Tug to JBT Lektro, Inc. for \$136,437.00. JBT Lektro Inc. was the only compliant proponent.

Please feel free to contact me with any questions or concerns you may have.

REYNOLDS-WARREN EQUIPMENT CO INC 2023-07-28	bboire@reynoldswarren.com Boire, Brian	N	NOM
REYNOLDS-WARREN EQUIPMENT CO INC 2023-07-28	brian@reynoldswarren.com MEISSEN, BRIAN		
REYNOLDS-WARREN EQUIPMENT CO INC 2023-07-28	dan@reynoldswarren.com Dwyer, Dan		
RONALD B ADAMS ENT INC 2023-07-28	hondaofstatesboro@hotmail.com HONDAOFSTATESBORO, HONDAOFSTATESBORO	N	NOM
SNEAD AG SUPPLY 2023-07-28	kclark@sneadag.com Clark, Kenneth	N	NOM
STANDARD AERO 2023-07-28	scott.kern@standardaero.com SSPECIALK, SSPECIALK	N	NOM
TECHNICAL LABORATORY ASSOCIATES INC 2023-07-28	rweaver01@bellsouth.net TECHALBS, TECHALBS	N	NOM
TEXTRON INC 2023-07-28	VFERREIRA@TEXTRON.COM VFERREIRA, VFERREIRA	N	NOM
TEXTRON INC 2023-07-28	bbooz@textron.com Booz, Brittney		
THE STANLEY WORKS/STANLEY ACCESS TECHNOL 2023-07-28	joe.wise@sbdinc.com JWISE, JWISE	Y	NAA
TIFCO INDUSTRIES 2023-07-28	miksanders@bellsouth.net Sanders, Mike	N	NOM

ETHNIC GROUP	COUNT
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African American	1
Asian American	0
Native American	1
Hispanic/Latino	0
Pacific Island/American	0
Non Minority	23
Not Classified	0
Total Number of Vendors	25
Total Number of Contacts	67

PR_bid_email_list

JBT/LEKTRO INC.
ATTN: DALE HICKS
1190 S.E. FLIGHTLINE DR.
WARRENTON, OR 97146

PILOT JOHN INTERNATIONAL
ATTN: THOMAS GRIMES
1905 TURNBURY DR.
GREENVILLE, NC 27858

DALE HICKS- K2EQ INC.
PO BOX 72911
MARIETTA, GA 3007

EAGLE TUGS
1 AIR CARGO PARKWAY EAST
SWANTON, OH 43558

TLD GROUP
10773 NW 58TH ST., SUITE 297
DORAL, FL 33178

TEXTRON GSE
41 BUSCH DRIVE NE, SUITE 100
CARTERSVILLE, GA 30121

Herbert Judon
Augusta Regional Airport

Kenneth Hinkle
Augusta Regional Airport

Bid Item #23-202 Towbarless Aircraft Tug
for Augusta, GA – Augusta Regional
Airport
DUE: Friday, September 1, 2023 @ 11:00
a.m.

Bid Item #23-202 Towbarless Aircraft Tug
for Augusta, GA – Augusta Regional Airport
MAIL: Thursday, July 27, 2023

Planholders

Add Supplier

Export To Excel

Supplier (3)

Supplier	Download Date
A3 Systems Corporation	07/31/2023
Dodge Data	07/29/2023
Onvia, Inc. - Content Department	07/28/2023

Add Supplier

Supplier Details

Supplier Name	A3 Systems Corporation
Contact Name	Aubrey Hinds
Address	2101 Old Bermuda Hundred Road Chester, VA 23836, Chester, VA 23836
Email	aubrey.hinds@a3scorp.com
Phone Number	804-384-9596
Self Declarations	Small Business, Veteran Owned

Documents

Filename	Type	Action
23-202_ITB	Bid Document / Specifications	View History



Public Services Committee Meeting

Meeting Date: November 14, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Budget Amendment for Aircraft Fuel Expense	
Presenter:	Herbert Judon	
Caption:	Motion to Approve increasing the Augusta Regional Airport 2023 budget in the amount of \$1,000,000 for October, November, and December aircraft fuel expense.	
Background:	<p>After undergoing challenges amid the COVID-19 pandemic in 2020 and 2021, Augusta Regional Airport (AGS) operating revenues continued increasing during 2023. September 30, 2023 year-to-date total operating revenue was \$19 million, exceeded September 30, 2019 year-to-date total operating revenue by \$6 million or by 41%.</p> <p>The increase is significant, especially in aircraft fuel sales. The sales peaked during the week of the Masters Tournament. In addition, demands from Department of Defense (DoD) customers were higher than anticipated.</p> <p>Increased demand naturally resulted in increased aircraft fuel expense. September 30, 2023 year-to-date expense already totaled \$3 million out of \$3.1 million of the annual budget. AGS has become in need of funding October-December 2023 aircraft fuel expenses without breaching budgetary control.</p>	
Analysis:	<p>The increase is significant, especially in aircraft fuel sales. The sales peaked during the week of the Masters Tournament. In addition, demands from Department of Defense (DoD) customers were higher than anticipated.</p> <p>Increased demand naturally resulted in increased aircraft fuel expense. September 30, 2023 year-to-date expense already totaled \$3 million out of \$3.1 million of the annual budget. AGS has become in need of funding October-December 2023 aircraft fuel expenses without breaching budgetary control.</p>	
Financial Impact:	The projected expense from October through December 2022 is \$1,000,000.	
Alternatives:	To deny.	
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on October 26, 2023.	
Funds are available in the following accounts:	551000000-3492117	\$1,000,000
	551081106-5315120	\$1,000,000
<u>REVIEWED AND APPROVED BY:</u>	N/A	

AUGUSTA, GEORGIA
Budget to Actual Figures

Item 11.

Ledger: GL
Fiscal Year: 2023 As Of: 10/24/2023

Budget: PE

Ke		Title		Director		Select Code:	
551081106		Aircraft Services		JUDON			
Object	Description	Budget	Actual	Encumbrance	Balance		
5315120	AvJet Fuel	3,000,000.00	2,870,438.11	0.00	129,561.89		
5315121	100LL Fuel	120,000.00	123,314.42	0.00	(3,314.42)		
Total Revenue		0.00	0.00	0.00	0.00		
Total Expense		3,120,000.00	2,993,752.53	0.00	126,247.47		
Grand Total Revenue		0.00	0.00	0.00	0.00		
Grand Total Expense		3,120,000.00	2,993,752.53	0.00	126,247.47		
Grand Totals (Revenue - Expense)		(3,120,000.00)	(2,993,752.53)	0.00	126,247.47		



Meeting Name: Public Services

Meeting Date: October 31, 2023

Item Name: GDOT Transit Trust Fund Grant Program (TTFP)

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to approve a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program.

Background: The Georgia Department of Transportation Division of Intermodal (GDOT) Transit Trust Fund Program (TTFP) is designed to enhance Georgia's transit network by providing state funding for transit projects. The Transit Trust Fund Program (TTFP) is administered by GDOT and uses a population-based formula, based on 2020 Census data, to distribute state funding to Georgia's counties with existing transit service to further support public transportation across the state. TTFP funding is distributed to the agencies that provide public transportation for these counties. The grant is for a two (2) year period and funds are subject to annual appropriation and not guaranteed every year.

The GDOT Transit Trust Fund Program (TTFP) is funded by the Transit Trust Fund (TTF). During the 2020 legislative session, the Georgia General Assembly passed HB 105 (as codified at O.C.G.A. § 48-13-140) establishing fees on for-hire ground transport service, intended to fund transit projects within the State. During the 2021 legislative session, the Georgia General Assembly passed HB 511 (as codified at O.C.G.A. § 48-13-141) establishing the Georgia TTF as a separate fund in the State Treasury, with annual appropriations of for-hire ground transportation fees. The GDOT Commissioner is the trustee of the Georgia Transit Trust Fund.

Subsequently, in the FY2024 Budget, funds were appropriated to the GDOT TTF, to be dedicated for use by one or more transit providers to fund transit projects. The funds allocated by GDOT to the TTFP represent the balance remaining after GDOT (i) retains matching funds for FTA programs it administers (specifically FTA formula grant programs governed by 49 U.S.C. §§ 5303, 5304, 5307, 5311, and 5339), and for select Intermodal TTF projects, and (ii) coordinates with the Atlanta-region Transit Link Authority (The ATL) regarding directed appropriations.

Analysis: Augusta Transit has been awarded \$277,535 through the GDOT Transit Trust Fund Program for the purchase of capital items. These funds will allow Transit to purchase surveillance/security equipment, storage units, shop equipment, ADP Hardware/Software.

Financial Impact: This grant is 100% funding. Federal \$277,535 State \$0.00 Local \$0.00
Grand Total **\$277,535.00**

Alternatives: Deny request.

Recommendation: Approve submission of the grant application.

**Funds are
available in the
following
accounts:**

N/A

**REVIEWED
AND
APPROVED BY:**

N/A

**GEORGIA DEPARTMENT OF TRANSPORTATION ("GDOT")
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2024 APPLICATION**

TRANSIT AGENCY AFFIDAVIT AND CERTIFICATION

I, Sharon Dottery (Name), the Transit Director (Title),

on behalf of August Transit (Transit Agency), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. The Transit Agency swears and certifies that it has read and understands the Transit Trust Fund Program ("TTFP") General Guidelines and that it has complied with and will comply with the same.

The Transit Agency further swears and certifies that it has read and understands the provisions set forth in 2 CFR 200; Federal Transit Administration (FTA) Circular 5010.1E, Award Management; 9030.1E, Urbanized Area Formula Program; 9040.1G, Formula Grants for Rural Areas; 4220.1F, Third Party Contracting Guidance; the FTA Master Agreement; applicable portions of Federal Acquisition Regulations (FAR), including subpart 31.6; and Official Code of Georgia (O.C.G.A) §§ 32-9-1 through 32-9-3, 32-9-5, 32-9-9 through 32-9-11, 40-2-151.1, and 48-13-140 through 48-13-144.

Eligibility for TTFP funding mirrors FTA requirements. As required by federal financial management principles and outlined in the GDOT Transit Program Financial Management Oversight Manual, maintaining effective control and accountability for all TTFP and federal funds, property, and other assets is required. Each recipient of FTA funds is required to sign and comply with the annual FTA Certifications and Assurances. All TTFP recipients are issued a contract or Memorandum of Agreement (MOA) that includes specific reporting and compliance requirements.

Further, the Transit Agency shall be responsible for any claim, damage, loss, or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work, and other services furnished by or on behalf of the Transit Agency according to this Application ("Loss"). To the extent provided by law, the Transit Agency further agrees to hold harmless and indemnify GDOT and the State of Georgia from all suits or claims that may arise from said Loss.

If the Transit Agency fails to comply with the TTFP General Guidelines or fails to comply with its Application and Certification or fails to cooperate with the auditor(s), or fails to maintain and retain sufficient records, then GDOT may, at its discretion, prohibit the Transit Agency from participating in the TTFP in the future and may pursue any available legal remedy to obtain reimbursement of the TTFP funds. Furthermore, if in the estimation of GDOT, a transit project shows evidence of failure to participate in the specified tasks, equipment and materials described in the project summary included with its Application, then GDOT may pursue any available legal remedy to obtain reimbursement of the allocated TTFP funds or prohibit Transit Agency from participating in the TTFP until corrections are made to address the deficiencies or reimbursement is made. All projects identified on the project list included with Transit Agency's Application, shall be completed in accordance with all relevant Federal, State, and local laws.

Transit Agency: Augusta Transit

Sharon Dottery (Signature)

Sharon Dottery (Print)
Transit Director

September 28, 2023 (Date)

**GEORGIA DEPARTMENT OF TRANSPORTATION
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2024 APPLICATION**

PROPOSED TRANSIT PROJECT DESCRIPTION

Legal Name of Applicant Organization		Augusta, Georgia
Physical Address		535 Telfair Street, Augusta, GA 30901
Mailing Address		Same
Organization Type		<input checked="" type="checkbox"/> County Government <input checked="" type="checkbox"/> City Government <input type="checkbox"/> Regional Commission <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other (Specify) _____
Authorized Submitter (This should also be the person to whom questions about this application are to be directed)	Name	Sharon Dottery
	Title	Transit Director
	Phone #	706-821-1818
	Email	sdottery@augustaga.gov
E-Verify #		46923
Authorized Official who will Execute the Contract	Name	Garnett L. Johnson
	Title	Mayor
	Phone #	706-821-1831
	Email	garnettjohnson@augustaga.gov
Designated Staff Person who will Affix the Government's Seal	Name	Lena Bonner
	Title	Clerk of Commission
	Phone #	706-821-1820
	Email	lbonner@augustaga.gov
Designated Notary who will Notarize the Executing and Attesting Officials' Signatures	Name	Nancy Morawski
	Title	Deputy Clerk of Commission
	Phone #	706-821-1820
	Email	mmorawski@augustaga.gov

Type of proposed TTFP project:	<input type="checkbox"/> Operating <input checked="" type="checkbox"/> Capital
Project Description: <ul style="list-style-type: none"> Describe the proposed TTFP eligible transit project(s). Indicate how the project complies with FTA requirements. Limit project description to two (2) pages. 	Eligible Projects: This application will utilize these funds to purchase Surveillance/Security Equipment, (passenger safety) Storage Facility, (staff safety and efficiency) Shop Equipment (Staff safety when working on vehicles above ground) and ADP Hardware/Software (Staff efficiency, tracking of vehicles. All purchases will be under FTA Cir. 42250.1F guidance and local procurement rules.
Provide details certifying that TTFP funds will be additive and not supplant existing funds:	The Transit Trust Fund Program (TTFP) funds will be additional funding used to purchase/replace a much-needed Utility vehicle that has met its useful life. See attached Award Summary.

PROPOSED PROJECT BUDGET

Provide a detailed project budget in the applicable columns/rows in the table below. TTFP funds must be additive and not supplant existing funds. Please double-click in the table to enter data in highlighted cells.

Proposed Project Budget		Proposed Project Funds by Source			TOTAL
Item	Description	TTFP Funds	Local Funds	FTA Funds	Total Cost
1	Surveillance/Security Equip	\$ 89,535.00	\$ -	\$ -	\$ 89,535.00
2	Storage Facility	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
3	Shop Equipment	\$ 40,000.00		\$ -	\$ 40,000.00
4	ADP Hardware	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00
5	ADP Software	\$ 73,000.00	\$ -	\$ -	\$ 73,000.00
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
Total Proposed Budget		\$ 277,535.00	\$ -	\$ -	\$ 277,535.00

AUGUSTA, GEORGIA

New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000463 TRANSIT FY2024 GDOT TRANSIT TRUST FUND PROGRAM GRANT

FY2024 Transit Trust Fund Program Grant (TTFP) between the Georgia Department of Transportation (GDOT) and Augusta, Georgia.

Matching Funding required: No, 100% Funding, EEO Required: No / EEO Dept. Notified: No

Start Date: 01/01/2024

End Date: 12/31/2026

Submit Date: 10/03/2023

Department: 091

Transit

Cash Match?

N

Total Budgeted Amount: 277,535.00

Total Funding Agency:

277,535.00

Total Cash Match:

0.00

Sponsor: GM0006

GDOT

Sponsor Type: S

State

Purpose: 20

Public Transit

Flow Thru ID:

Type	ID	Name	Contacts	Phone
I	GMI015	Dottery, Sharon		(706)821-1818

Type

FA

By

S. DOTTERY

Date

10/03/2023

Approvals

Dept. Signature:

Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

User: SD11404 - SHARON DOTTERY

Page

Current Date: 10/25/2023

Report: GM1000_PROPOSAL - GM1000: Grants Management: 1

Current Time: 16:45:27

**Meeting Name: Public Services**

Meeting Date: October 31, 2023

Item Name: 5307 FTA Grant Application

Department: Augusta Transit**Presenter:** Sharon Dottery**Caption:** A motion to approve the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.**Background:** Augusta Transit (AT) has been apportioned \$5,346,144 for capital and operations cost. The following capital items to be purchased; Buy Replacement Van, and Acquisition of Fare Boxes.**Analysis:** The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.**Financial Impact:** The funding for this application is 80% Federal and 20% Local Capital and 50% Federal and 50% Local Operations. The allocated funding breakdown is:

<u>Funding Source</u>	<u>Total</u>	<u>Split</u>	<u>Federal</u>	<u>Local</u>
FTA Grant GA-2016-2023-2 - Capital	\$ 843,750	80/20	\$ 675,000	\$ 168,750
FTA Grant GA-2016-2023-2 – Operations	<u>\$4,502,394</u>	50/50	\$2,251,197	\$2,251,197
Total Grant	\$5,346,144			

Alternatives: 1). Approve the grant apportionment so that projects for Augusta Transit can move forward.
2). If you do not approve this grant, APT will lose the money.**Recommendation:** Approve the submission of this grant application.**Funds are available in the following accounts:** Org key 547091232 in 2024 budget.**REVIEWED** N/A**AND****APPROVED BY:**

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	2016-2023-5
Temporary Application Number	2016-2023-5
Award Name	FY2022 5307 CAPITAL/OPERATING ASSISTANCE GRANT
Application Status	In-Progress
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	3/30/2028
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 TELFAIR ST	AUGUSTA	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

Union Information

Union Name	NONE
Address 1	
Address 2	

City
 State
 Zipcode
 Contact Name NONE
 Telephone
 Fax
 E-mail
 Website

Part 2: Application Information

Title: FY2022 5307 CAPITAL/OPERATING ASSISTANCE GRANT

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-5	In-Progress	Grant	Region 4	9/15/2023	9/15/2023	No

Application Executive Summary

This FY2022 application is to request 5307 funds apportioned to the UZA(s)130000 and 13950 in the amount of \$2,926,197, Nonfederal share is \$168,750 from Local funds. Augusta Transit is requesting to use \$2,251,197 for operating expenses with a 50% Local match of \$2,251,197. This application utilizes funding for capital expenses, i.e., ADA replacement vehicles and fareboxes. The application scope of work includes ADA replacement vehicles, and Fareboxes.

Augusta Transit will ensure that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.

Augusta Transit will check the current listing of Transit Vehicle Manufacturers (TVM) (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>) to ensure each is listed as a certified TVM in compliance with FTA regulations.

Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

Frequency of Milestone Progress Reports (MPR)

No Selection Made

Frequency of Federal Financial Reports (FFR)

No Selection Made

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

No Selection Made

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

The purpose of this grant is to support Transits efforts in improving the ridership experience by replacing vehicles that have met their useful life, updating security equipment, training of staff and maintain tires on the buses and engine rebuilds/rehab to take care of the buses.

Activities to be performed:

Funds will be used to purchase/acquire new equipment, replace old equipment and vans.

Expected outcomes:

These improvements to the vehicles and replacing outdated fareboxes will improve transits ridership experience by making them feel safe, comfortable with their transportation.

Intended beneficiaries:

Transit ridership and future transit riders.

Subrecipient Activities:

N/A

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,926,197
Local			\$2,419,947
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$5,346,144

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-5-P1	111-00 (111-) BUS - ROLLING STOCK	\$250,000.00	\$62,500.00	\$312,500.00	2
2016-2023-5-P1	11.12.15 BUY REPLACEMENT VAN	\$250,000.00	\$62,500.00	\$312,500.00	2
2016-2023-5-P1	114-00 (114-) BUS: SUPPORT EQUIP AND FACILITIES	\$425,000.00	\$106,250.00	\$531,250.00	6
2016-2023-5-P1	11.42.10 ACQUIRE - MOBILE FARE COLL EQUIP	\$425,000.00	\$106,250.00	\$531,250.00	6
2016-2023-5-P1	300-00 (300-) OPERATING ASSISTANCE	\$2,251,197.00	\$2,251,197.00	\$4,502,394.00	0
2016-2023-5-P1	30.09.01 UP TO 50% FEDERAL SHARE	\$2,251,197.00	\$2,251,197.00	\$4,502,394.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: FY2022 5307 Capital/Operating Assistance Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-5-P1	2016-2023-5-P1	9/15/2023	1/1/2023	3/30/2025

Project Description

This project contains three (3)ALIs to aid and assist Augusta Transit in its operations. The funds will be used for capital purchases and expenses such as ADA replacement vehicles, fareboxes, and operating expenses. All purchases will be separate contracts.

Project Benefits

These improvements to the vehicles and replacing outdated fareboxes will improve transit's ridership experience by making them feel safe, comfortable with their transportation.

Additional Information

Augusta Transit strives to enhance its image in the community and provide safe, efficient, and reliable transportation service. By working to improve the correlation between service levels and current

demand, service should increase.

Location Description

Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A & B) designed for all buses maintenance services, operations, and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room, training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay. Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces, 4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

Program Plan Information

STIP/TIP

Date: 5/18/2023

Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,926,197

Local	\$2,419,947
Local/In-Kind	\$0
State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$5,346,144

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-111- 2023-5-00 P1 (111-)	BUS - ROLLING STOCK	\$250,000.00	\$62,500.00	\$312,500.00	2
2016- 2023-5- P1	11.12.15 BUY REPLACEMENT VAN	\$250,000.00	\$62,500.00	\$312,500.00	2
2016-114- 2023-5-00 P1 (114-)	BUS: SUPPORT EQUIP AND FACILITIES	\$425,000.00	\$106,250.00	\$531,250.00	6
2016- 2023-5- P1	11.42.10 ACQUIRE - MOBILE FARE COLL EQUIP	\$425,000.00	\$106,250.00	\$531,250.00	6
2016-300- 2023-5-00 P1 (300-)	OPERATING ASSISTANCE	\$2,251,197.00	\$2,251,197.00	\$4,502,394.00	0
2016- 2023-5- P1	30.09.01 UP TO 50% FEDERAL SHARE	\$2,251,197.00	\$2,251,197.00	\$4,502,394.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE				
Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description

This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2023 -December 30, 2023.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,251,197
Local			\$2,251,197
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,502,394

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2023	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2023 -December 30, 2023.
End Date	12/31/2023	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2023 -December 30,2023.

Budget Activity Line Item: 11.42.10 - ACQUIRE - MOBILE FARE COLL EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.10	ACQUIRE - MOBILE FARE COLL EQUIP	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	6

Extended Budget Description

Bus fare collection equipment to be used for passengers to purchase bus passes. The new fareboxes will have a useful life of at least 10 years.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$425,000
Local			\$106,250
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0

Total Eligible Cost	\$531,250
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Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	RFP/ITB preparation.
End Date	12/31/2024	Project completion
Contract Complete	3/30/2025	Project closeout.

Budget Activity Line Item: 11.12.15 - BUY REPLACEMENT VAN

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.15	BUY REPLACEMENT VAN	BUY REPLACEMENTS - CAPITAL BUS	2

Extended Budget Description

Purchase two (2) ADA van to replace van 1607 that has met its useful life. The new van will have a useful life of at least five (5) years or an accumulation of at least 150,000 miles.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	22'

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$250,000
Local			\$62,500
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$312,500

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	1/24/2024	Purchase two (2)ADA vehicles replacing vans, 1604 and 1608.
Contract Award Date	2/29/2024	Contract awarded.
Initial Delivery Date	5/17/2024	Initial Expenditure:May 17, 2024, vehicles delivered and inspected.
Final Delivery Date	5/17/2024	Initial Expenditure: May 17, 2024, vehicles delivered and inspected and finalized.

Contract Completion Date	7/31/2024	Project Closeout: July 31, 2024.
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Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.15	BUY REPLACEMENT VAN	2	\$250,000.00	\$312,500.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.10	ACQUIRE - MOBILE FARE COLL EQUIP	6	\$425,000.00	\$531,250.00

Finding: Class II(c) - Categorical Exclusions (C-List)
Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	\$2,251,197.00	\$4,502,394.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

7/18/16: APT has received 3 new 40' Gillig Buses. Numbers 1601, 1602 and 1603.

Five (5) vehicles will be replaced.

12/29/20: AT will be placing an order for 4 new Gillig Buses. Two 30' and two 35" Diesel Engines. Replacing 4 Fixed Route vehicles that have met their useful life.

9/12/23: AT has received 6 new buses. 2301, 2302, 2303, 2304, 2305, 2306.

	Current Value
I. Active Fleet	

	A. Peak Requirement	12
	B. Spares	4
	C. Total (A+B)	16
	D. Spare Ratio (B/A)	33.33%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	1
	C. Total (A+B)	1
III.	Total (I.C and II.C)	17

Fleet Type: Paratransit

Fleet Comments

7/18/16: APT has received 5 new Para-transit vehicles. 1604, 1605, 1606, 1607 and 1608
Replaced: 9001, 9002, 9003, 9006 and 9007

Three (3) Paratransit vehicles will be replaced: 9004, 9005 and 9008.

12/29/20: AT will be placing an order for 3 new cut-a-ways for the ADA Para-transit services. Transit will transition from the Diesel Engines to Gasoline. Replacing 3 cut-a-ways vehicles that have met their useful life.

9/12/23: AT has received 4 new Cutaways. 2309, 2310, 2311, and 2312.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	7
	B. Spares	1
	C. Total (A+B)	8
	D. Spare Ratio (B/A)	14.29%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	8

Part 5: FTA Review Comments

There are no review comments to display at this time.

AUGUSTA, GEORGIA

New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000456 TRANSIT FY2022 Capital/Operating Assistance Grant *547091232*
 FY2022 5307 *sect 5307*

REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING:
 REHAB/REBUILD - BUY REPLACEMENT CAPITAL VANS, EDUCATION/TRAINING Local match 20% on Capital project:
 \$168,750.00 Local match 50% on operation: \$4,502,394.00 EEO required (Y/N): Yes. EEO Department Notified: Yes

Start Date: 01/01/2024

End Date: 03/30/2030

Submit Date: 09/18/2023

Department: 091

Transit

Cash Match?

Y

Total Budgeted Amount: 5,346,144.00

Total Funding Agency:

2,926,197.00

Total Cash Match: 2,419,947.00

Sponsor: GM0005

Fed Transit Adm

Sponsor Type: F

Federal

Purpose: 20

Public Transit

Flow Thru ID:

Contacts

Type	ID	Name	Phone
I	GMI015	Dottery, Sharon	(706)821-1818

Approvals

Type	By	Date
FA	S. DOTTERY	09/18/2023

Dept. Signature: *Sharon Dottery*

Grant Coordinator Signature: *WTC 9/19/2023*

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Deputy
Finance Director

Date *9/20/2023*

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Deputy
Administrator

Date *9/21/23*

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



Meeting Name: Public Services

Meeting Date: October 31, 2023

Item Name: 5339 FTA GRANT APPLICATION

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to approve the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.

Background: Augusta Transit (AT) has been apportioned \$282,886 to purchase the following capital items, Acquire Mobile Surveillance/Security Equipment, and Miscellaneous Equipment.

Analysis: The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.

Financial Impact: The funding for this application is 80% Federal \$226,309 and 20% Local \$56,577. The allocated funding breakdown is:

<u>Funding Source</u>	<u>Total</u>	<u>Split</u>	<u>Federal</u>	<u>Local</u>
FTA Grant 2016-2023-4	\$282,886	80/20	\$226,309	\$56,577

Alternatives: 1). Approve the awarded grant so that projects for Augusta Transit can move forward.
2). If you do not approve this grant application, APT will lose the money.

Recommendation: Approve the submission of this grant application.

Funds are available in the following accounts: Org key 547091231 in 2024 budget.

REVIEWED N/A
AND
APPROVED BY:

AUGUSTA, GEORGIA

New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000457 TRANSIT FY2021 5339 CAPTIAL GRANT

547091231

REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING: LEASE ASSOCIATED CAPITAL - TIRES Local match 20% on Capital project: \$56,577.00 EEO required (Y/N): No. EEO Department Notified: No.

Start Date: 01/01/2024

End Date: 03/30/2030

Submit Date: 09/18/2023

Department: 091

Transit

Cash Match?

Y

Total Budgeted Amount: 282,886.00

Total Funding Agency:

226,309.00

Total Cash Match: 56,577.00

Sponsor: GM0005

Fed Transit Adm

Sponsor Type: F

Federal

Purpose: 20

Public Transit

Flow Thru ID:

Contacts

Type	ID	Name	Phone
I	GMI015	Dottery, Sharon	(706)821-1818

Approvals

Type	By	Date
FA	S. DOTTERY	09/18/2023

Dept. Signature:

Grant Coordinator Signature:

Sharon Dottery
MSJ @ 9/19/2023

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

9/20/2023

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

9/21/23

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	2016-2023-4
Temporary Application Number	2016-2023-4
Award Name	FY2021 5339 Bus and Bus Facilities Formula Capital Grant
Application Status	Transmitted / Ready for FTA Review
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	12/31/2027
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: AUGUSTA-RICHMOND COUNTY GOVERNMENT

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 TELFAIR ST	AUGUSTA	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

Union Information

Union Name	NONE
Address 1	
Address 2	

City
 State
 Zipcode
 Contact Name NONE
 Telephone
 Fax
 E-mail
 Website

Part 2: Application Information

Title: FY2021 5339 Bus and Bus Facilities Formula Capital Grant

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-4	Transmitted / Ready for FTA Review	Grant	Region 4	9/14/2023	9/14/2023	No

Application Executive Summary

This FY2021 application is to request 5339 funds apportioned to the UZA(s)130000 and 13950 in the amount of \$226,309, Nonfederal share is 56,577 from Local funds. This application utilizes funding for capital expenses, i.e., tire leasing. The application scope of work includes leasing tires for Fixed Route and ADA including support vehicles.

Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance) and Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

Frequency of Milestone Progress Reports (MPR)

No Selection Made

Frequency of Federal Financial Reports (FFR)

No Selection Made

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

No Selection Made

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

The purpose of this grant is to support Transits efforts in improving the ridership experience by changing,checking, and maintaining tires on the buses.

Activities to be performed:

Funds will be used to lease new tires for Fixed Route, ADA Paratransit and Support Vehicles.

Expected outcomes:

These improvements to the vehicles with the tire lease will improve transits ridership experience by making them feel safe, comfortable with their transportation.

Intended beneficiaries:

Transit ridership and future transit riders.

Subrecipient Activities:

N/A

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818
	gabrielle.gusmerotti@dot.gov	General Engineer		
	nicole.t.finley@dot.gov	Community Planner		

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$226,309
Local			\$56,577
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$282,886

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
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2016-2023-4-P1	111-00 (111-)	BUS - ROLLING STOCK	\$226,309.00	\$56,577.00	\$282,886.00	0
2016-2023-4-P1	11.16.40	LEASE ASSOC CAP MAINT ITEMS	\$226,309.00	\$56,577.00	\$282,886.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

Part 3: Project Information

Project Title: FY2021 5339 Bus and Bus Facilities Formula Capital Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-4-P1	2016-2023-4-P1	9/14/2023	1/1/2024	12/31/2025

Project Description

This project contains one (1)ALI to aid and assist Augusta Transit in its operations. The funds will be used for lease-associated capital maintenance for the Tire lease contract.

Project Benefits

These improvements to vehicle safety will improve transit's ridership experience by making them feel safe, and comfortable with their transportation.

Additional Information

Augusta Transit strives to enhance its image in the community and provide safe, efficient, and reliable transportation service. By working to improve the correlation between service levels and current demand, service should increase.

Location Description

Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A & B) designed for all buses maintenance services, operations, and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room, training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay. Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces, 4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

Program Plan Information

STIP/TIP

Date: 5/18/2023

Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$226,309
Local			\$56,577
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$282,886

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity

2016-2023-4-P1	111-00 (111-)	BUS - ROLLING STOCK	\$226,309.00	\$56,577.00	\$282,886.00	0
2016-2023-4-P1		11.16.40 LEASE ASSOC CAP MAINT ITEMS	\$226,309.00	\$56,577.00	\$282,886.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.16.40 - LEASE ASSOC CAP MAINT ITEMS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.16.40	LEASE ASSOC CAP MAINT ITEMS	LEASE - REPLACEMENT - CAPITAL BUS	0

Extended Budget Description

This line activity will be used to pay for a Tire Leasing Contract.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$226,309
Local			\$56,577
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$282,886

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	1/1/2024	RFP/IFB Issued.
Contract Award Date	3/25/2024	Contract awarded to successful bidder.
Initial Delivery Date	5/27/2024	Initial expenditure: May 27, 2024.
Final Delivery Date	5/31/2025	Final expenditure: May 30, 2025.
Contract Completion Date	12/31/2025	Project closeout: December 31, 2025.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.16.40	LEASE ASSOC CAP MAINT ITEMS	0	\$226,309.00	\$282,886.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

7/18/16: APT has received 3 new 40' Gillig Buses. Numbers 1601, 1602 and 1603.

Five (5) vehicles will be replaced.

12/29/20: AT will be placing an order for 4 new Gillig Buses. Two 30' and two 35" Diesel Engines. Replacing 4 Fixed Route vehicles that have met their useful life.

9/12/23: AT has received 6 new buses. 2301, 2302, 2303, 2304, 2305, 2306.

	Current Value
I. Active Fleet	
A. Peak Requirement	12
B. Spares	4
C. Total (A+B)	16
D. Spare Ratio (B/A)	33.33%

II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	1
	C. Total (A+B)	1
III.	Total (I.C and II.C)	17

Fleet Type: Paratransit

Fleet Comments

7/18/16: APT has received 5 new Para-transit vehicles. 1604, 1605, 1606, 1607 and 1608
Replaced: 9001, 9002, 9003, 9006 and 9007

Three (3) Paratransit vehicles will be replaced: 9004, 9005 and 9008.

12/29/20: AT will be placing an order for 3 new cut-a-ways for the ADA Para-transit services. Transit will transition from the Diesel Engines to Gasoline. Replacing 3 cut-a-ways vehicles that have met their useful life.

9/12/23: AT has received 4 new Cutaways. 2309, 2310, 2311, and 2312.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	7
	B. Spares	1
	C. Total (A+B)	8
	D. Spare Ratio (B/A)	14.29%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	8

Part 5: FTA Review Comments

There are no review comments to display at this time.



Meeting Name: Public Services

Meeting Date: October 31, 2023

Item Name: 5307 FTA Grant Application

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to approve the Sec. 5307 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.

Background: Augusta Transit (AT) has been apportioned \$4,258,904 for capital and operations cost. The following capital items to be purchased; Rehab/Rebuild, Buy Replacement Van, Education/Training.

Analysis: The approval of this grant application will allow Augusta Public Transit to continue to provide transportation service to Citizens of Augusta-Richmond County in a more efficient manner.

Financial Impact: The funding for this application is 80% Federal and 20% Local Capital and 50% Federal and 50% Local Operations. The allocated funding breakdown is:

<u>Funding Source</u>	<u>Total</u>	<u>Split</u>	<u>Federal</u>	<u>Local</u>
FTA Grant GA-2016-2023-2 - Capital	\$ 458,904	80/20	\$367,123	\$91,781
FTA Grant GA-2016-2023-2 – Operations	\$3,800,000	50/50	\$1,900,000	\$1,900,000
Total Grant	\$4,258,904			

Alternatives: 1). Approve the grant apportionment so that projects for Augusta Transit can move forward.
2). If you do not approve this grant, APT will lose the money.

Recommendation: Approve the submission of this grant application.

Funds are available in the following accounts: Org key 547091230 in 2024 budget.

REVIEWED N/A

AND
APPROVED BY:

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	2016-2023-2
Temporary Application Number	2016-2023-2
Award Name	FY2021 Capital/Operating Assistance Grant
Application Status	Transmitted / Ready for FTA Review
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	3/30/2030
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name:	AUGUSTA-RICHMOND COUNTY GOVERNMENT
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Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
2016	City	AUGUSTA RICHMOND COUNTY GEORGIA	ZH93N1J4TBE8	073438418

Location Type	Address	City	State	Zip
Headquarters	535 Telfair St	Augusta	GA	30901
Physical Address	535 TELFAIR ST	AUGUSTA	GA	30901
Mailing Address	DONNA WILLIAMS	AUGUSTA	GA	30901

Union Information

Union Name	NONE
Address 1	
Address 2	

City	
State	
Zipcode	
Contact Name	NONE
Telephone	
Fax	
E-mail	
Website	

Part 2: Application Information

Title: FY2021 Capital/Operating Assistance Grant

FAIN	Application Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
2016-2023-2	Transmitted / Ready for FTA Review	Grant	Region 4	9/7/2023	9/7/2023	No

Application Executive Summary

This FY2021 application is to request 5307 funds apportioned to the UZA(s) 130000 and 139540 in the amount of \$2,267,123, Nonfederal share is \$367,123 for capital purchases and Augusta Transit is requesting to use \$1,900,000 for operating expenses with a 50% Local match of \$1,900,000 from Local share. This application utilizes funding for Rehab/Rebuild of engines and transmissions, ADA Vehicle, Education and Training and operational expenses.

Augusta Transit will ensure that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.

Augusta Transit will check the current listing of Transit Vehicle Manufacturers (TVM) (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>) to ensure each is listed as a certified TVM in compliance with FTA regulations.

Augusta Transit or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).

Augusta Transit or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

Frequency of Milestone Progress Reports (MPR)

No Selection Made

Frequency of Federal Financial Reports (FFR)

No Selection Made

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

No Selection Made

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

The purpose of this grant is to support Transits efforts in improving the ridership experience by replacing vehicles that have met their useful life, updating security equipment, training of staff and maintain tires on the buses and engine rebuilds/rehab to take care of the buses.

Activities to be performed:

Funds will be used to purchase/acquire new equipment, replace old equipment and van that has met its useful life.

Expected outcomes:

These improvements to the vehicle, security, training, engine repairs and tire leases will improve transits ridership experience by making them feel safe, comfortable with their ride and the staff will receive necessary training to maintain and improve on industry standards as we are broaching on new technologies to operate transit.

Intended beneficiaries:

Transit ridership and future transit riders.

Subrecipient Activities:

N/A

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Sharon	Dottery	Transit Director	sdottery@augustaga.gov	(706) 821-1818
	gabrielle.gusmerotti@dot.gov	General Engineer		
	nicole.t.finley@dot.gov	Community Planner		

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,267,123
Local			\$1,991,781
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,258,904

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-2-P2	111-00 (111-) BUS - ROLLING STOCK	\$325,000.00	\$81,250.00	\$406,250.00	1
2016-2023-2-P2	11.12.15 BUY REPLACEMENT VAN	\$125,000.00	\$31,250.00	\$156,250.00	1
2016-2023-2-P2	11.14.40 REHAB/ REBUILD SPARE PARTS	\$200,000.00	\$50,000.00	\$250,000.00	0
2016-2023-2-P2	117-00 (117-) OTHER CAPITAL ITEMS (BUS)	\$42,123.00	\$10,531.00	\$52,654.00	0
2016-2023-2-P2	11.7D.02 EMPLOYEE EDUCATION/ TRAINING	\$42,123.00	\$10,531.00	\$52,654.00	0

2016-2023-2-P2	300-00 (300-)	OPERATING ASSISTANCE	\$1,900,000.00	\$1,900,000.00	\$3,800,000.00	0
2016-2023-2-P2	30.09.01	UP TO 50% FEDERAL SHARE	\$1,900,000.00	\$1,900,000.00	\$3,800,000.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

This application does not contain any sources of federal financial assistance.

Part 3: Project Information

Project Title: FY2021 5307/5339 Capital/Operating Assistance Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
2016-2023-2-P2	2016-2023-2-P2	9/8/2023	1/1/2023	12/31/2025

Project Description

This project contains seven (7) ALIs to aid and assist Augusta Transit in its operations. The funds will be used for capital purchases and expenses such as surveillance and security, lease-associated capital for Tire lease, rehab/rebuild reimbursements of engine and transmission expenses to transit's service provider, operating expenses. All purchases will be separate contracts.

Project Benefits

These improvements to the vehicle, security, training, engine repairs and tire leases will improve transit's ridership experience by making them feel safe, comfortable with their ride and the staff will receive necessary training to maintain and improve on industry standards as we are broaching on new technologies to operate transit.

Additional Information

Augusta Transit strives to enhance its image in the community and provide safe, efficient and reliable transportation service. By working to improve the correlation between service levels and current demand, service should increase.

Location Description

Augusta Transit is located at 2844 Regency Boulevard, Augusta GA 30904. The Operations and Maintenance facility has forty parking spaces for buses with potential future expansion. The facility holds 2 buildings (Building A & B) designed for all buses maintenance services, operations, and administration functions.

Building A has two areas. Area A-A is dedicated to maintenance containing work areas, storage, shop, and a chassis wash/gas bay. Area A-B is dedicated to support the administrative functions. It has 20 office spaces which includes management offices, human resources, dispatch room, training room, flex offices and two large meeting rooms.

Building B is dedicated for the buses wash with a storage room, lube room, mechanical/electrical room and a 76-foot wash bay. Building Square Footage: Building A: 25,160 SF; Building B: 6,796 SF; Building

B – Canopy area: 2,220 SF; TOTAL: 34,176 SF. There are 80 employee parking spaces, 4 visitor parking spaces and 6 handicap parking spaces for a total of 90 parking stalls and the lot is 4.9 acres in size.

Project Location (Urbanized Areas)

UZA Code	Area Name
130000	Georgia
139540	Augusta-Richmond County, GA-SC

Congressional District Information

State	District	Representative
Georgia	12	Rick W. Allen

Program Plan Information

STIP/TIP

Date: 5/18/2023

Description: The current TIP was adopted by the Policy Committee and amended May 18, 2023. Augusta Transit starts on page 150 - 172.

UPWP

Date: 6/21/2023

Description: Not Provided

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,267,123
Local			\$1,991,781
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,258,904

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
2016-2023-2-P2	111-00 (111-) BUS - ROLLING STOCK	\$325,000.00	\$81,250.00	\$406,250.00	1
2016-2023-2-P2	11.12.15 BUY REPLACEMENT VAN	\$125,000.00	\$31,250.00	\$156,250.00	1
2016-2023-2-P2	11.14.40 REHAB/ REBUILD SPARE PARTS	\$200,000.00	\$50,000.00	\$250,000.00	0
2016-2023-2-P2	117-00 (117-) OTHER CAPITAL ITEMS (BUS)	\$42,123.00	\$10,531.00	\$52,654.00	0
2016-2023-2-P2	11.7D.02 EMPLOYEE EDUCATION/ TRAINING	\$42,123.00	\$10,531.00	\$52,654.00	0
2016-2023-2-P2	300-00 (300-) OPERATING ASSISTANCE	\$1,900,000.00	\$1,900,000.00	\$3,800,000.00	0
2016-2023-2-P2	30.09.01 UP TO 50% FEDERAL SHARE	\$1,900,000.00	\$1,900,000.00	\$3,800,000.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description

This line activity item will aid in operational cost of Augusta Transit for a period of one year from January 1, 2023 - December 31, 2023.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,900,000

Local	\$1,900,000
Local/In-Kind	\$0
State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$3,800,000

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2023	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2023 - December 31, 2023.
End Date	12/31/2023	This line activity item will aid in operational cost of Augusta Transit for a period of one year January 1, 2023 - December 31, 2023.

Budget Activity Line Item: 11.12.15 - BUY REPLACEMENT VAN

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.12.15	BUY REPLACEMENT VAN	BUY REPLACEMENTS - CAPITAL BUS	1

Extended Budget Description

Purchase one (1) ADA van to replace van 1607 that has met its useful life. The new vans will have a useful life of at least five (5) years or an accumulation of at least 150,000 miles.

Van #1607 Chevy/Bus 6WC GV2994J Year 2016 Vin# 1GB6GUBL3G1317279; 153,480 miles

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	22'

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$125,000
Local			\$31,250
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$156,250

Milestone Name	Est. Completion Date	Description
RFP/IFB Issue Date	1/24/2024	Purchase one (1) ADA vehicles replacing van 1607.
Contract Award Date	2/29/2024	Contract awarded.
Initial Delivery Date	5/17/2024	Initial Expenditure: May 17, 2024, vehicles delivered and inspected.
Final Delivery Date	5/17/2024	Final Expenditure: May 17, 2024, vehicles delivered, inspected and finalized.
Contract Completion Date	7/31/2024	Project Closeout: July 31, 2024.

Budget Activity Line Item: 11.7D.02 - EMPLOYEE EDUCATION/TRAINING

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	TRAINING - CAPITAL BUS	0

Extended Budget Description

This is to allow employees of Transit and others who assist Transit to attend conferences and workshops that are Transit related.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$42,123
Local			\$10,531
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$52,654

Milestone Name	Est. Completion Date	Description
----------------	----------------------	-------------

Start Date	1/1/2024	Initial Expenditure: January 1, 2024. This will be used to continue training staff personnel also to attend various meetings and conferences.
End Date	12/31/2025	Final Expenditure: December 31, 2025, this will be used to continue training staff personnel also to attend various meetings and conferences. Project Closeout: December 31, 2025.

Budget Activity Line Item: 11.14.40 - REHAB/REBUILD SPARE PARTS

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - ROLLING STOCK (111-00)	11.14.40	REHAB/REBUILD SPARE PARTS	REHAB/REBUILD - CAPITAL BUS	0

Extended Budget Description

This line activity will be used to rehab/rebuild engines and transmissions. This activity is to fund the purchase of spare parts, engines and transmission rebuilds and rehabs. The service will be performed by a third party. Transit utilizes these funds to reimbursement our Service Provider for the purchase of engines and transmissions based on 80/20 split with the Service Provider paying the 20%.

The vehicles to rehab/rebuild are as follows:

Bus # Make Model Year Mileage Useful

1601 Gillig 40' BTR Plus LF 2016 303,633 5 additional years taken the bus replacement to 2028

1602 Gillig 40' BTR Plus LF 2016 304,915 5 additional years taken the bus replacement to 2028

1603 Gillig 40' BTR Plus LF 2016 310,393 5 additional years taken the bus replacement to 2028

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	N/A	N/A	

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$200,000
Local			\$50,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$250,000

Milestone Name	Est. Completion Date	Description
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Initial Delivery Date	12/30/2023	Rebuilding engines, transmissions and other major capital expenses. Useful life of 200,000 to 250,000 miles per replacements.
RFP/IFB Issue Date	1/30/2024	Assessment of bus repairs of an older fleet. Rebuilding engines, transmissions and other major capital expenses. Useful life of 200,000 to 250,000 mile per replacements.
Contract Award Date	4/30/2024	Rebuilding engines, transmissions and other major capital expenses. Useful life of 200,000 to 250,000 miles per replacements.
Final Delivery Date	4/30/2025	Rebuilding engines, transmissions and other major capital expenses. Useful life of 200,000 to 250,000 miles per replacements.
Contract Completion Date	8/30/2025	Final Expenditures Contract complete.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.14.40	REHAB/REBUILD SPARE PARTS	0	\$200,000.00	\$250,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project

description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7D.02	EMPLOYEE EDUCATION/ TRAINING	0	\$42,123.00	\$52,654.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - ROLLING STOCK (111-00)	11.12.15	BUY REPLACEMENT VAN	1	\$125,000.00	\$156,250.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an

environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date	Description	Date
	Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	\$1,900,000.00	\$3,800,000.00

Part 4: Fleet Details

Fleet Type: Fixed Route

Fleet Comments

7/18/16: APT has received 3 new 40' Gillig Buses. Numbers 1601, 1602 and 1603.

Five (5) vehicles will be replaced.

12/29/20: AT will be placing an order for 4 new Gillig Buses. Two 30' and two 35" Diesel Engines. Replacing 4 Fixed Route vehicles that have met their useful life.

9/12/23: AT has received 6 new buses. 2301, 2302, 2303, 2304, 2305, 2306.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	12
	B. Spares	4
	C. Total (A+B)	16
	D. Spare Ratio (B/A)	33.33%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	1

	C. Total (A+B)	1
III.	Total (I.C and II.C)	17

Fleet Type: Paratransit

Fleet Comments

7/18/16: APT has received 5 new Para-transit vehicles. 1604, 1605, 1606, 1607 and 1608

Replaced: 9001, 9002, 9003, 9006 and 9007

Three (3) Paratransit vehicles will be replaced: 9004, 9005 and 9008.

12/29/20: AT will be placing an order for 3 new cut-a-ways for the ADA Para-transit services. Transit will transition from the Diesel Engines to Gasoline. Replacing 3 cut-a-ways vehicles that have met their useful life.

9/12/23: AT has received 4 new Cutaways. 2309, 2310, 2311, and 2312.

		Current Value
I.	Active Fleet	
	A. Peak Requirement	7
	B. Spares	1
	C. Total (A+B)	8
	D. Spare Ratio (B/A)	14.29%
II.	Inactive Fleet	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0
III.	Total (I.C and II.C)	8

Part 5: FTA Review Comments

Application Review Comments

Comment By Nicole Finley

Comment Type Application Details

Date 9/13/2023

1. Attach 5307 Split Letter
 2. This [insert federal fiscal year(s)] application is to request [FTA funding program] funds apportioned to the [insert UZA(s) or STATE NAME] in the amount of [insert amount], Nonfederal share is [insert amount] from [insert source]. This application utilizes funding for [insert brief description of activities, i.e. capital and operating] expenses. The application scope of work includes [provide a list of projects and/or activities].

Additionally, please include:

3. [Recipient NAME] will ensure that all vehicles purchased are accessible, purchased from an FTA approved TVM, and reported to FTA within 30 days after contract is signed.
4. [Recipient] will check the current listing of Transit Vehicle Manufacturers (TVM) (<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-tvms-list>) to ensure each is listed as a certified TVM in compliance with FTA regulations.
5. The Recipient or Sub-recipient (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).
6. The Recipient or Sub-recipient (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.
7. In addition to FTAs Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.
8. 11.42.20
 - Include the extended Budget Description "The agency [Name] does not anticipate the purchase of items over \$5,000 in value at this time. Any items with value over \$5,000 identified during the execution of the activities under this ALI will be included via budget revision (actual value and useful life)."
 - Activities that need a third-party procurement action require a minimum of 3 milestones.
9. 11.32.07
 - Activities that need a third-party procurement action require a minimum of 3 milestones.
10. 11.12.15
 - Recommend rewording as: at least five years or an accumulation of at least 150,000 miles

Application Review Comments

Comment By Nicole Finley

Comment Type Pre-Award Manager Returns Application

Date 9/13/2023

Comment see FTA comments

AUGUSTA, GEORGIA

New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000454 TRANSIT FY2021 Capital/Operating Assistance Grant Sect. 5307
 REQUESTING CAPITAL GRANT FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE FOLLOWING:
 REHAB/REBUILD – BUY REPLACEMENT CAPITAL VANS, EDUCATION/TRAINING Local match 20% on Capital project:
 \$91,781.00 Local match 50% on operation: \$3,800,000.00 EEO required (Y/N): Yes. EEO Department Notified: Yes

Start Date: 01/01/2024

End Date: 03/30/2030

Submit Date: 09/15/2023

Department: 091

Transit

Cash Match?

Y

Total Budgeted Amount: 4,258,904.00

Total Funding Agency:

2,267,123.00

Total Cash Match: 1,991,781.00

Sponsor: GM0005

Fed Transit Adm

Sponsor Type: F

Federal

Purpose: 20

Public Transit

Flow Thru ID:

Contacts

Type	ID	Name	Phone
1	GMI015	Dottery, Sharon	(706)821-1818

Approvals

Type	By	Date
FA	S. DOTTERY	09/15/2023

Dept. Signature: Sharon Dottery

Grant Coordinator Signature: MFC @ 9/19/2023

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Reputy

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

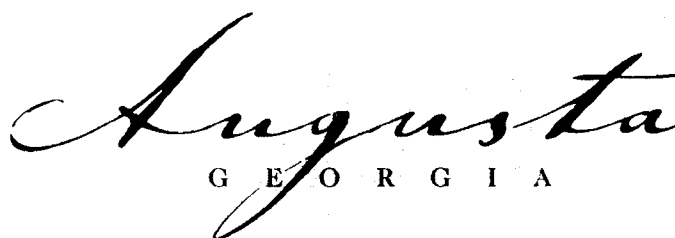


Public Services Committee

November 14, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Services Committee held on October 31, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



PUBLIC SERVICES COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, October 31, 2023
1:00 PM

PUBLIC SERVICES

PRESENT

Mayor Garnett Johnson
Commissioner Sean Frantom
Commissioner Bobby Williams
Commissioner Stacy Pulliam
Commissioner Wayne Guilfoyle

1. **New Ownership/Existing Location: A.N. 23-49:** A request by Iqbal H. Mohammad for a retail package **Beer & Wine** License to be used in connection with Forest Hills Market located at 3216 Wrightsboro Rd. **District 2. Super District 9.**

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

2. **New Location: A.N. 23-50:** A request by Rakeshkumar Patel for a retail package **Beer & Wine** License to be used in connection with Yogi Convenience Store located at 2319 Milledgeville Rd. **District 2. Super District 9.**

Motion to approve.

Motion made by Pulliam, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

3. **New Ownership/Existing Location: A.N. 23-51:** A request by Pawan K. Wanwari for a retail package **Beer & Wine** License to be used in connection with Jones Corner located at 1496 Jones Street. **District 1. Super District 9.**

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

4. **New Location: A.N. 23-52:** A request by Deep Patel for a retail package **Beer & Wine** License to be used in connection with Gas World #17 located at 2062 Gordon Hwy. **District 2. Super District 9.**

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

5. **New Ownership/Existing Location: A.N. 23-53:** A request by Gurpreet Walia for a retail package **Liquor, Beer & Wine License** to be used in connection with Wine and Shine located at 2065 Walton Way. **District 3. Super District 10.**

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

6. **New Location: A.N. 23-54:** A request by Ryan M. Simms for a consumption on premise **Liquor, Beer & Wine License** to be used in connection with Jim N Nicks BBQ #4052 located at 275 Robert C. Daniel Jr. Pkwy. There will be **Sunday Sales. District 3. Super District 10.**

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

7. **New Location: A.N. 23-55:** A request by Cassandra Parker for a consumption on premise **Liquor, Beer & Wine License** to be used in connection with Lush Lounge Eatery located at 1647 Gordon Hwy. There will be **Dance. District 2. Super District 9**

Motion to approve.

Motion made by Pulliam, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

8. **Motion to Approve Professional Services Contract with Mead & Hunt, Inc. to perform Aviation Planning Services, Feasibility Studies and all related tasks as listed/shown within the professional services RFQ and/or requested by Augusta Regional Airport. Approved by the Augusta Aviation Commission on September 21, 2023. RFQ 23-156**

Motion to approve.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

9. Motion to Approve acceptance of FAA AIP Grants No. 3-13-0011-054-2023 (#54), No. 3-13-0011-055-2023 (#55), No. 3-13-0011-056-2023 (#56), and No. 3-13-0011-057-2023 (#57). Approved by the Augusta Aviation Commission on September 21, 2023.

Motion to approve.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

10. Motion to Approve the Amendment to CFC Ordinance and to waive the Second Reading. Approved by the Augusta Aviation Commission on July 27, 2023.

Motion to approve.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

11. Motion to approve Daniel Field Airport Right-Of-Way Land Acquisition.

Motion to approve.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

12. Motion to approve Daniel Field Airport DBE Plan FY24-26 to include Mayor Johnson signing the policy statement.

Motion to approve.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

13. Motion to approve FY 2024 Metropolitan Transportation Planning Services Annual Contract (aka GDOT PL Funds Contract).

Motion to approve.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

14. Motion to approve and execute the FY 2024 Metropolitan Planning Organization (MPO) Annual Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT).

Motion to approve.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

15. Motion to approve and execute the 2055 Metropolitan Transportation Plan (MTP) Update Funding Contract from the Georgia Department of Transportation (GDOT).

Motion to approve.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

16. A motion to approve the Sec. 5339 Augusta Transit grant application between the Federal Transit Administration (FTA) and Augusta, Georgia.

Motion to approve.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

17. A motion to approve the modification and installation of bus shelter pad and bus shelter for 3200 Deans Bridge Road at Jay Avenue at Villa Marie Apartments.

Motion to approve.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

18. Food Truck Ordinance discussion as directed by the Commission on September 5, 2023

Motion to approve the decaling of food trucks and report back in 90 days with proposed ordinance amendments.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

19. Receive as information communication from Sheriff Richard Roundtree on the Inn Keeper/Landlord enforcement policy for the Richmond County Sheriff's Office.

Motion to approve receiving this item as information.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

20. Motion to approve the minutes of the Public Services Committee held on October 10, 2023.

Motion to approve.

Motion made by Guilfoyle, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.