



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, August 08, 2023

1:00 PM

PUBLIC SERVICES

1. New Ownership: A.N. 23-29: A request by Dipak Kumar Patel for a retail package Liquor, Beer & Wine License to be used in connection with Liquor Locker 214, LLC located at 214 Boy Scout Rd. District 7. Super District 10.
2. New Location: A.N. 23-30: A request by Christopher Banks for an on-premises consumption Liquor, Beer & Wine License to be used in connection with Another Broken Egg located at 1095 Alexander Dr Ste 100. There will be Sunday Sales. District 7. Super District 10.
3. New Location: A.N. 23-31: A request by Venkata Chowdavarapu for a retail package Beer & Wine License to be used in connection with RK Food Mart located at 2618 Peach Orchard Rd. District 2. Super District 9.
4. New Location: A.N. 23-32: A request by Africa Thomas for a retail package Liquor, Beer & Wine License to be used in connection with Dang Daiquiri dba Booze Pops located at 3062 Damascus Rd. District 2. Super District 9.
5. **Mr. Daniel New** regarding transient occupant confusion. **(Referred from July 18 Commission meeting)**
6. Motion to approve selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-257) for Planning & Feasibility Study Services to be effective 8/21/2023. RFQ 23-257
7. Motion to approve selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-256) for Engineering, Architectural & Construction Admin Services to be effective 8/21/2023.
8. Approve the Daniel Field Airport FY2024 Tentative Allocation of \$2,152,726 for FAA & GDOT funding & approve Mayor Johnson signing the acceptance of the TA.
9. Motion to approve and adopt the Amendment to the Rental Car Concessions Agreements for Avis, Budget, Enterprise, and National/Alamo. Approved by the Augusta Aviation Commission on July 27, 2023 (ITB 23-299C).
10. Motion to approve the Land Lease Agreement with Burrell Aviation Augusta LLC. Approved by the Augusta Aviation Commission on July 27, 2023.
11. Motion to identify a funding source regarding the installation of new park equipment at Eastview Park in an amount not to exceed \$150,000. **(Referred from July 18 Commission meeting)**
12. Approve Contract with Trapeze Software Group for the Upgrade of the PASS IVR System as a sole source procurement.

13. Motion to approve the minutes of the Public Services Committee held on May 9, 2023.



Public Service Committee Meeting

August 8, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	New Ownership: A.N. 23-29: A request by Dipak Kumar Patel for a retail package Liquor, Beer & Wine License to be used in connection with Liquor Locker 214, LLC located at 214 Boy Scout Rd. District 7. Super District 10.
Background:	This is a New Ownership Application. Formerly in the name of Hyung J. Kim.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$2,330.00.
Alternatives:	N/A
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.
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. 23-29

Application Type: Retail Package Liquor, Beer, & Wine

Business Name: Liquor Locker 214, LLC

Hearing Date: August 8, 2023

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

Applicant: *Dipak Kumar Patel*

Property Owner: Kim and Yi Enterprises, LLC

Address of Property: 214 Boy Scout Rd

Tax Parcel #: 012-0-078-02-0

Commission District: District: 7 Super District: 10

Background: Existing Location

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

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for retail package Liquor, 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 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 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 location is an Existing 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 pro-rated fee of \$2,330.00.

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.



Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business LIQUOR LOCKER 214 LLC
2. Business Address 214 BOY SCOUT RD
3. City AUGUSTA State GA Zip 30909
4. Business Phone (224) 595-7328 Home Phone (224) 595-7328
5. Applicant Name and Address: DIPAKKUMAR RAJNIKANT PATEL
1221 ARCILLA PT
MARTINEZ, GA 30907
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 0120078020 Zoning C3
9. Location Manager(s) DIPAKKUMAR RAJNIKANT PATEL
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(x) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05/23/2023
12. Mailing Address:
Name of Business LIQUOR LOCKER
Attention DIPAKKUMAR RAJNIKANT PATEL
Address 214 BOY SCOUT RD
City/State/Zip AUGUSTA, GA 30909
13. Ownership Type: (x) Corporation () Partnership () Individual
14. Corporate Name: LIQUOR LOCKER 214 LLC
List name and other required information for each person having interest in this business.

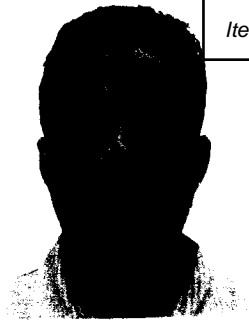
Name	Position	SSNO #	Address	Interest
DIPAKKUMAR RAJNIKANT PATEL	MEMBER		1221 ARCILLA PT MARTINEZ GA 30909	100%

15. What type of business will you operate in this location?
() Restaurant () Lounge () Convenience Store
(x) Package Store () Other: _____

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

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

16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (✓) Yes () No If so, please initial. [Signature]



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 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.
P AND D BHAVSAR 7 LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
NONE
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 alcohol beverages are sold.
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, DIPAKKUMAR RAJNIKANT PATEL
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing alcoholic beverage application are true.

Dipak R. Patel
Applicant Signature

25. I hereby certify that DIPAKKUMAR RAJNIKANT PATEL is personally known to be, 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 herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 26 day of June, in the year 2023.

Billie Jean McDonal
Notary Public

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Public Services Committee Meeting

August 8, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	New Location: A.N. 23-30: A request by Christopher Banks for an on-premises consumption Liquor, Beer & Wine License to be used in connection with Another Broken Egg located at 1095 Alexander Dr Ste 100. There will be Sunday Sales. District 7. Super District 10.
Background:	This is a New location.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$3,492.50.
Alternatives:	N/A
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.
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. 23-30

Application Type: Consumption on Premise Liquor, Beer, Wine & Sunday Sales

Business Name: Another Broken Egg

Hearing Date: August 8, 2023

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

Applicant: *Christopher Banks*

Property Owner: SEK Alexander Dr, LLC

Address of Property: 1095 Alexander Dr Ste 100

Tax Parcel #: 013-3-158-00-0

Commission District: District: 7 Super District: 10

Background: New Location

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

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer, Wine & Sunday Sales 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 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 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 location 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 pro-rated fee of \$3,492.50.

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.



Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business Another Broken Egg of Augusta, LLC d/b/a Another Broken Egg
2. Business Address 1095 Alexander Drive, Suite 100, Atlanta, GA 30909
3. City Augusta State GA Zip 30909
4. Business Phone (TBD) _____ Home Phone (770) 403-3005
5. Applicant Name and Address: Christopher Bernard Banks, on behalf of Another Broken Egg of Augusta, LLC
175 Lowry Street NE, Apt. 1205
Atlanta, GA 30307
6. Applicant Social Security # XXX-XX-6243 D.O.B. 01/13/1984
7. If Application is a transfer, list previous Applicant:
N/A
8. Business Location: Map & Parcel 013-0-013-00-0 Zoning C4
9. Location Manager(s) Christopher B. Banks
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 01/21/2022
12. Mailing Address:
Name of Business Another Broken Egg of Augusta, LLC
Attention Ms. Jeri Snyder
Address 5955 T.G. Lee Boulevard, Suite 100
City/State/Zip Orlando, FL 32822
13. Ownership Type: () Corporation () Partnership () Individual (X) LLC
14. Corporate Name: Another Broken Egg of Augusta, LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Please see attached Exhibit "A"				

15. What type of business will you operate in this location?
(X) Restaurant () Lounge () Convenience Store
() Package Store () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	X	X	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: Please see attached Exhibit "B"
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial. CB

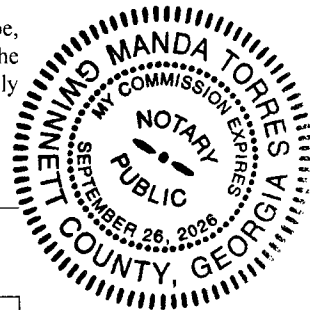
COPY



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 Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? (X) Yes () No
If yes, give full details: Another Broken Egg of Roswell, LLC, was cited for acquiring beverage alcohol from a non-licensed wholesaler, entered a plea of no contest, paid \$250.00 fine, placed on 12 month probation.
Mr. Chris Banks was not involved with this citation.
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 (X) No
If yes, give reason charged or held, date and place where charged and its disposition.
N/A
21. List owner or owners of building and property.
SEK Alexander Drive, LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Please see attached Exhibit "A"
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 alcohol beverages are sold.
A.) Church 1,175 ft. C.) School 5,330 ft
B.) Library 3.3 miles D.) Public Recreation 2.2 miles
24. State of Georgia, Augusta-Richmond County, I, Christopher B. Banks
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.
- Applicant Signature [Signature]
25. I hereby certify that Christopher B. Banks is personally known to be, 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 herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 22nd day of May, in the year 2023.

Applicant Signature

Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
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

August 8, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	New Location: A.N. 23-31: A request by Venkata Chowdavarapu for a retail package Beer & Wine License to be used in connection with RK Food Mart located at 2618 Peach Orchard Rd. District 2. Super District 9.
Background:	This is a New Location
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$665.00.
Alternatives:	N/A
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.
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. 23-31

Application Type: Retail Package Beer & Wine

Business Name: RK Food Mart

Hearing Date: August 8, 2023

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

Applicant: Venkata Chowdavarapu

Property Owner: Sushma Kundura

Address of Property: 2618 Peach Orchard Rd

Tax Parcel #: 098-4-040-00-0

Commission District: District: 2 Super District: 9

Background: Existing Location

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

- **Zoning:** B-2 (General Business) Zone
- **Distance Requirements:** The proposed location for 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 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 to prevent the violation of any law, regulation or ordinance relating to such business.

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- **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 pro-rated fee of \$665.00.

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.

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number 2023-1014

1. Name of Business RK FOOD MART
2. Business Address 2618 PEACH ORCHARD RD
3. City AUGUSTA State GA Zip 30906
4. Business Phone (706) 910-0061 Home Phone (706) 667-1108
5. Applicant Name and Address: VENKATA RAMANA CHOWDAVARAPU
2418 NORDAHL DR
AUGUSTA, GA 30906
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) VENKATARAMANA CHOWDAVARAPU
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
() Yes (X) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 08/06/2022
12. Mailing Address:
Name of Business RK FOOD MART
Attention VENKATA RAMANA CHOWDAVARAPU
Address 2418 NORDAHL DR
City/State/Zip AUGUSTA, GA 30906
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: RK FOOD MART LLC
List name and other required information for each person having interest in this business.

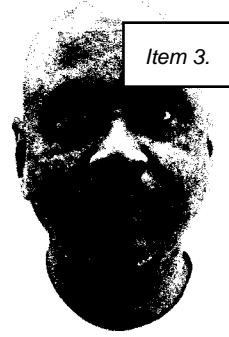
Name	Position	SSNO #	Address	Interest
VENKATA R. CHOWDAVARAPU	MEMBER		2418 NORDAHL DR AUGUSTA, GA. 30906	

15. What type of business will you operate in this location?
() Restaurant () Lounge (X) Convenience Store
() Package Store () Other: _____

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

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

16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial. ee

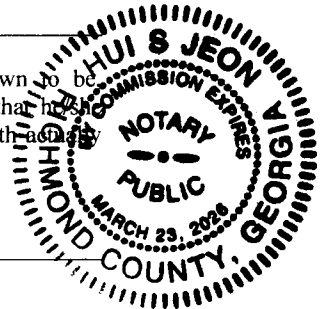


18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) 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 (X) 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.
SUSHMA KONDURU
22. List the name and other required information for each person, firm or corporation having any interest in the business. _____
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 alcohol beverages are sold.
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, VENKATA R. CHOWDAVARAPU
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.

Ch. V. Chowdavarapu
Applicant Signature

25. I hereby certify that VENKATA R. CHOWDAVARAPU is personally known to be 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 herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 26 day of JUNE, in the year 2023.

[Signature]
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
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

August 8, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	New Location: A.N. 23-32: A request by Africa Thomas for a retail package Liquor, Beer & Wine License to be used in connection with Dang Daiquiri dba Booze Pops located at 3062 Damascus Rd. District 2. Super District 9.
Background:	This is a New Location.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$2,330.00.
Alternatives:	N/A
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.
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. 23-32

Application Type: Retail Package Liquor, Beer, Wine

Business Name: Dang Daiquiri LLC dba Booze Pops

Hearing Date: August 8, 2023

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

Applicant: *Africa Thomas*

Property Owner: Damascus Office LLC

Address of Property: 3062 Damascus Rd

Tax Parcel #: 056-1-001-04-0

Commission District: District: 2 Super District: 9

Background: New Location

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

- **Zoning:** L-I (Light Industrial) Zone
- **Distance Requirements:** The proposed location for retail package Liquor, 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 pro-rated fee of \$2,330.00.

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.



Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Dang Daiquiri LLC dba Booze Pops
2. Business Address 3062 Damascus Rd
3. City Augusta State GA Zip 30909
4. Business Phone (718) 344-4567 Home Phone () _____
5. Applicant Name and Address: Africa Thomas
411 36th St Unit 8124
Augusta, GA 30905
6. Applicant Social Security # 1 D.O.B. _____
7. If Application is a transfer, list previous Applicant:
N/A
8. Business Location: Map & Parcel 056-1-001-04-0 Zoning L1
9. Location Manager(s) Africa Thomas
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(X) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business Dang Daiquiri LLC dba Booze Pops
Attention Ms. Africa Thomas
Address 411 36th St. Unit 8124
City/State/Zip Augusta, GA 30905
13. Ownership Type: () Corporation () Partnership () Individual X LLC
14. Corporate Name: Dang Daiquiri LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Africa Thomas	Managing Member		411 36th St. Unit 8124 Augusta, GA 30905	100%

15. What type of business will you operate in this location?
() Restaurant () Lounge () Convenience Store
(X) Package Store () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer	X	X	X	No	Yes
Consumption on Premises					
Wholesale					

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

16. Have you ever applied for an Alcohol Beverage License before: No
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of
alcoholic beverages? (X) Yes () No If so, please initial. AT

COPY

Item 4.

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 Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (X) 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 (X) 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.

Harrison Lavery

22. List the name and other required information for each person, firm or corporation having any interest in the business.

None

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 alcohol beverages are sold.

A.) Church 1910'

C.) School 3440'

B.) Library 10500'

D.) Public Recreation 4350'

24. State of Georgia, Augusta-Richmond County, I. Africa Thomas

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.

Applicant Signature

25. I hereby certify that Africa R. Thomas is personally known to be, 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 herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 5th day of December, in the year 2002.

Notary Public

PATRICIA KENNEDY
NOTARY PUBLIC
McDuffie County
State of Georgia
My Comm. Expires 10/30/2006

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



TFH | LEGAL

TAYLOR | FEIL | HARPER | LUMSDEN
ATTORNEYS AT LAW

Mitch Funk
MJFunk@TFHlegal.com

April 20, 2023

Via E-mail

City of Augusta-Richmond County
Planning and Development Department
ATTN: Ms. Julietta Walton
1803 Marvin Griffin Rd.
Augusta, GA 30906

Re: Dang Daiquiri LLC DBA Booze Pops Business Proposal for Augusta Alcohol License

Dear Ms. Walton,

As you know, this firm represents Dang Daiquiri LLC ("Booze Pops"). Booze Pops is applying for a retail package license in Augusta ("the City"). As part of the City's processing of its application, you have asked Booze Pops to submit a business proposal. This letter serves to outline the business as Booze Pops expects and plans to operate.

Booze Pops is a chain of alcohol retailers founded in South Carolina but located in various states. Our client holds the rights to the franchise in Central South Carolina as well as introducing the brand to Georgia. Booze Pops is centered around consumer interest in alcohol popsicles and other frozen treats. Under current Georgia law, frozen confections that contain alcohol are treated as alcoholic beverages and require all the licensing attendant to them.

Considering the above, Booze Pops is planning to operate as an alcohol caterer as defined under Augusta ordinance and State of Georgia law. These laws require that Booze Pops operate an alcohol retail establishment, and carry the requisite license, to obtain and utilize the alcohol caterer's license. We understand and respect the State and City's interest in ensuring alcohol is safely stored and monitored, hence the need for a physical, stationary space.

As such, Booze Pops has applied for a retail package license covering its space at 3062 Damascus Rd. Augusta, GA 30909. This "brick-and-mortar" space will be open to the public to come and purchase liquor, beer, and wine by the package. Hours will be by appointment during regular business hours, 8am-5pm. These hours will also allow the Booze Pops team to work with clients on planning alcohol catering events in the Augusta community and beyond.

Dang Daquiri, LLC
April 24, 2023
Page 2

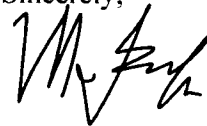
Under the alcohol caterers license, Booze Pops intends to engage with event organizers that would like Booze Pops, and the products it carries, at their events. Booze Pops will apply for licenses as required by municipal or county codes and notify the Georgia Department of Revenue of the dates and locations of these events.

Once those approvals are received, Booze Pops will drive its vehicle and the product needed, as ordered by the client-organizer, to the event location. Booze Pops will operate as a cash bar at the event location out of the window on its truck for the hours allotted to the event. Once the event is over Booze Pops will lock the window, drive the truck back to the storage facility and move all alcohol products back up to the secure area of its licensed facility. Except for the specific events for which Booze Pops contracts to cater, Booze Pops will not be selling or moving the product in its truck in Georgia.

We appreciate your concern, and we hope we have allayed any fears the City may have about the business model. Booze Pops has no plans to roam the streets of Augusta to sell its products. Africa and the team are under full knowledge and understanding that free-roaming or mobile alcohol sales are not allowed in Augusta or the State of Georgia. Booze Pops just wants to offer a fun alternative to event organizers and party hosts, while being a safe and contributing member of the community.

Many thanks for your assistance with this application. If you need anything further, please feel free to reach out to my office at (404) 214-1200. Please let me know your thoughts and I look forward to discussing them further with you and your office.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Funk', written over a horizontal line.

Mitchell Funk



Commission Meeting

July 18, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Daniel New regarding transient occupant confusion.
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

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input checked="" type="checkbox"/>	Commission	Date of Meeting	07/18/2023
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	
<input type="checkbox"/>	Public Services Committee	Date of Meeting	
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	
<input type="checkbox"/>	Finance Committee	Date of Meeting	

Contact Information for Individual/Presenter Making the Request:

Name: Daniel New
 Address: 1100 Abernathy Rd, Suite 725 Atlanta, GA 30328
 Telephone Number: 678-371-7153
 Fax Number: _____
 E-Mail Address: daniel@aahoa.com

Caption/Topic of Discussion to be placed on the Agenda:

Transient Occupant Confusion - local Augusta hoteliers are not feeling supported from some local law enforcement
when a hotel guest refuses to vacate their room for non-payment. We welcome the opportunity to educate the
Commissioners on this issue hoteliers are facing as it is complicated.

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Suite 220 Municipal Building	E-Mail Address: nmorawski@augustaga.gov
535 Telfair Street	
Augusta, GA 30901	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.

Nancy Morawski

From: Daniel New <daniel@aahoa.com>
Sent: Thursday, June 29, 2023 12:24 PM
To: Nancy Morawski; Lena Bonner
Subject: [EXTERNAL] Re: Commissioner Agenda Item Request - Transient Occupant Confusion
Attachments: Augusta Commission Agenda Item Request Form 7.18.23.pdf

My apologies - please use this attachment for the actual Caption/Topic we would like presented on the Agenda upon approval.

Thanks,

DANIEL NEW

Director of State Government Affairs, Eastern Region | AAHOA | 404-419-8985



On Thu, Jun 29, 2023 at 12:20 PM Daniel New <daniel@aahoa.com> wrote:

Good morning Ms. Bonner,

Attached is our Agenda item request for the **Tuesday, July 18 Commission Meeting**. Although I am the primary person listed making the request, I wanted to note it is on behalf of Augusta-Richmond Hoteliers.

A couple Augusta hoteliers will be present at the meeting. I know if approved, we would be allotted up to 5 minutes to present. Would it be ok if within the 5 minutes, and upon the Commissioners approval, for some of the hoteliers present to speak on this issue as well?

Thank you all for everything & if I need to provide any additional information, let me know and I will work to get everything to you a.s.a.p..

Sincerely,

DANIEL NEW

Director of State Government Affairs, Eastern Region | AAHOA | 404-419-8985





Meeting Name

Meeting Date: 8/8/2023

Daniel Field Consultant Selection Approval for Planning & Feasibility Study Services

Department:	Daniel Field Airport
Presenter:	Becky Shealy, Airport Manager
Caption:	Motion to approve selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-257) for Planning & Feasibility Study Services to be effective 8/21/2023.
Background:	The airport employs an airport consulting firm to provide engineering, architectural and construction admin services. The FAA requires the airport to conduct the Consultant Selection Process at least every 5 years. The current contract between Augusta and Goodwin, Mills and Cawood (GMC), expires 10/2/2023; therefore, a consultant selection is required at this time. The Daniel Field General Aviation Commission (DNL GAC) will review the work of the awarded consultant on a yearly basis. If the DNL GAC determines that the consultant of record has not provided the necessary support for Daniel Field within that year, it will recommend that the Consultant Selection Process be conducted prior to the required 5-year timeline, as set forth by the FAA.
Analysis:	The Consultant Selection Committee completed the selection process in accordance with federal, state and local government guidelines. The DNL GAC recommends approving MaesAwyr as its airport planning and feasibility study consultant of record based on the information presented by the Consultant Selection Committee.
Financial Impact:	MaesAwyr will submit a work authorization for each project/grant. The FAA will pay 90% for work on federally funded projects. The remaining balance will be paid from a GDOT match, and the Daniel Field enterprise fund.
Alternatives:	Deny the recommendation
Recommendation:	The DNL GAC recommends approving the selection of MaesAwyr as airport consultant for Daniel Field Airport.
Funds are available in the following accounts:	Grant Projects in Fund 552, Federal funding at 90%, remaining balance from GDOT match and the Daniel Field enterprise fund.
<u>REVIEWED AND APPROVED BY:</u>	N/A

Request for Qualifications

Request for Qualifications will be received at this office until **Wednesday, June 14, 2023 @ 1:00 p.m.** via ZOOM Meeting ID: **830 7803 5390**; Passcode: **848181** for furnishing:

RFQ Item #23-257 Daniel Field Airport Consultant Selection for Professional Planning and Feasibility Studies Services for Augusta, GA – Daniel Field Airport

RFQs 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

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

A Pre-Qualification Conference will be held on Tuesday, May 30, 2023 @ 2:00 p.m. via Zoom Meeting ID: 892 3872 2778; Passcode: 782295.

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 Wednesday, May 31, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of **90 days** after RFQ have been opened, pending the execution of contract with the successful bidder(s).

Request for qualifications (RFQ) and specifications. An RFQ 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 qualification 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 RFQ 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 qualification issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Respondents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ 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 May 4, 11, 18, 25, 2023
Metro Courier May 4, 2023

Revised: 3/22/21



**RFQ Item #23-257 Daniel Field Airport Consultant Selection for Professional Planning and Feasibility Studies Services
for Augusta, GA – Daniel Field Airport
RFP Due: Wednesday, June 14, 2023 @ 1:00 p.m.**

Total Number Specifications Mailed Out: 42
 Total Number Specifications Download (Demandstar): 11
 Total Electronic Notifications (Demandstar): 299
 Georgia Procurement Registry: 1226
 Total packages submitted: 4
 Total Noncompliant: 1

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies	Compliance Review DBE Goal
MEAD & HUNT Alphagraphics #470 1058 East Washington Ave Madison, WI 53703	Yes	Yes	1430084	Yes	Yes	Yes	Yes
Maes Awyr, LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Yes	Yes	943176	Yes	Yes	Yes	Yes
Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210	Yes	Yes	665370	Yes	Yes	Yes	Yes
Kimberly Horn and Associates, Inc. 11720 Amber Park Drive, Suite 600 Alpharetta, GA 30009	No BID Response						



**Evaluation Sheet RFQ Item #23-257 Daniel Field Airport Consultant Selection
for Professional Planning and Feasibility Study Services for Augusta, GA – Daniel Field Airport
RFQ Evaluation Date: Monday, July 10, 2023 @ 3:00 p.m.**

Vendors			Mead & Hunt, Inc. 878 South Lake Dr. Lexington, SC 29072	MaesAwyr, LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210		Mead & Hunt, Inc. 878 South Lake Dr. Lexington, SC 29072	MaesAwyr, LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)				Weighted Scores		
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)						
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
2. Qualifications & Experience	(0-5)	25	3.4	4.0	3.5		85.4	100.0	87.5
3. Organization & Approach Include	(0-5)	20	3.8	4.2	3.2		76.7	83.3	63.3
4. Scope of Services - Firm's understanding of the Scope of Services and task requirements to be performed included in Section III. Firm's method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project to include the following: a. Firms Experience specifically consulting services in reference to aviation planning and feasibility studies. b. Relevant Project Experience and Performance on Past Similar Projects c. Demonstrated knowledge and familiarity with the Federal Aviation Administration (FAA) regulations, policies, and procedures as related to General Aviation airports. d. Working relationships with the FAA Atlanta District Office and the Georgia Department of Transportation (GDOT) Aviation Programs.	(0-5)	15	3.8	4.2	3.5		57.5	62.5	52.5
5. Schedule of Work	(0-5)	10	3.2	3.8	3.5		31.7	38.3	35.0
6. Financial Stability	(0-5)	10	3.7	4.0	3.7		36.7	40.0	36.7
7. References	(0-5)	5	3.7	4.3	3.7		18.3	21.7	18.3
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			21.6	24.5	21.0		306.3	345.8	293.3
Phase 2 (Option - Numbers 9-10 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)									
9. Presentation by Team	(0-5)	10					0	0	0
10. Q&A Response to Panel Questions	(0-5)	5					0	0	0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)			0	0	0		0	0	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 500)			21.6	24.5	21.0		306.3	345.8	293.3
Internal Use Only									
Evaluator: _____ Cumulative _____ Date: _____ 7/10/23 _____									
Procurement Department Representative: _____ Nancy Williams _____									
Procurement Department Completion Date: _____ 7/10/23 _____									



DANIEL FIELD AIRPORT

Dedicated—October 27, 1927

Item 6.

GENERAL AVIATION COMMISSION

AIRPORT MANAGER

1775 HIGHLAND AVE.
AUGUSTA, GA 30904
(706) 733-1647

July 19, 2023

Ms. Geri Sams, Procurement Director

REF: RFQ Item #23-257 – Daniel Field Airport Consultant Selection for Professional Planning and Feasibility Study Services for Augusta, Ga – Daniel Field Airport

Dear Ms. Sams,

In accordance with the Augusta RFQ guidelines, the Consultant Evaluation Committee has completed the evaluation process for the Daniel Field Airport Planning Consultant. The Committee recommends the award to MaesAwyr.

Pursuant to the recommendation of the Consultant Evaluation Committee, the Daniel Field General Aviation Commission (DNL GAC) is hereby requesting that the airport consultant planning and feasibility study services for Daniel Field, RFQ Item #23-257, be awarded to MaesAwyr.

The DNL GAC also requests to enter into contract negotiations with MaesAwyr to negotiate fees. At the completion of the contract negotiation, the DNL GAC wishes to submit the approval recommendation of MaesAwyr as the Daniel Field Planning Consultant to the Augusta Commission for approval.

If you have any questions, please do not hesitate to contact me.

Kind regards,

Steve Gay
Airport Manager, Daniel Field

GOODWYN MILLS CAWOOD
6120 POWERS FERRY RD., NW
SUITE 350
ATLANTA, GA 30339

POND & COMPANY
621 NW FRONTAGE ROAD,
SUITE 320
AUGUSTA, GA 30907

MEAD & HUNT
878 SOUTH LAKE DRIVE
LEXINGTON, SC 29072

MORELAND ALTOBELLI
2450 COMMERCE AVENUE
SUITE 100
DULUTH, GA 30096-8910

JOHNSON LASCHOB & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

WOOLPERT
375 NORTHRIDGE RD, #100
ATLANTA, GA 30350

POND & COMPANY
621 NW FRONTAGE ROAD, STE 320
AUGUSTA, GA 30907

AULICK ENGINEERING, LLC
2000 AIRPORT RD., STE. 121
ATLANTA, GA 30341

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

WOOD
ATTN: GREGG HUDSPETH
1075 BIG SHANTY RD., SUITE 100
KENNESAW, GA 30144

PRIME ENGINEERING
3715 NORTHSIDE PARKWAY, NW
300 NORTHCREEK, SUITE 200
ATLANTA, GA 30327

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

JACOB ENGINEERING
10 10TH STREET NW, SUITE 1400
ATLANTA, GA 30309

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

HOLT CONSULTING COMPANY
2801 DEVINE ST., SUITE 201
COLUMBIA, SC 29205

OAC
144 BREAKAWAY TRAIL
TITUSVILLE, FL 32780

KIMLEY-HORN
817 W PEACHTREE ST NW
THE BILTMORE, SUITE 601
ATLANTA, GA 30308

MICHAEL BAKER INTERNATIONAL
420 TECHNOLOGY PARKWAY
SUITE 150
NORCROSS, GA 30092

ALFRED BENESCH & COMPANY
600 PEACHTREE ST., NE SUITE 940
ATLANTA, GA 30308

W. K. DICKSON & CO.
1450 GREENE STREET
SUITE 145
AUGUSTA, GA 30901

GOODWYN, MILLS & CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901

CHA CONSULTING, INC.
270 PEACHTREE STREET, NW
SUITE 1500
ATLANTA, GA 30303

CROY ENGINEERING, LLC
200 NORTH COBB
PKWY., BLD. 400, STE. 413
MARIETTA, GA 30062-3559

AECOM
101 RESEARCH DR
COLUMBIA, SC 29203

ICF
2635 CENTURY CENTER PARKWAY
SUITE 1000
ATLANTA, GA 30345

ALLIED SOLUTION ENTERPRISE
ATTN: JASON COLLIER
300 VETERANS WAY
CARMEL, IN 46032

ROBERT & COMPANY
229 PEACHTREE ST, NE INT TOWER
ATLANTA, GA 30303

GARVER, LLC
4701 NORTH SHORE DRIVE
LITTLE ROCK, AR 72118

HOLT CONSULTING COMPANY, LLC
2915 PREMIERE PARKWAYSUITE 125
DULUTH, GA 30097

INFRASTRUCTURE CONSULTING & ENGINEERING
4940 PEACHTREE INDUSTRIAL BLVD.,
SUITE 3
NORCROSS, GA 30071

KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD
SUITE 350
PEACHTREE CORNERS, GA 30092

MAESAWYR, LLC.
P O BOX 725046
ATLANTA, GA 31139

MEAD AND HUNT, INC.
2440 DEMING WAY
MIDDLETON, WI 53562

PARRISH AND PARTNERS, LLC
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PASSERO ASSOCIATES, LLC
13453 N. MAIN STREET, SUITE 104
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RS&H, INC.
730 PEACHTREE STREET, NE SUITE 430
ATLANTA, GA 30308

SOUTHEASTERN ENGINEERING, INC.
(SEI)
2470 SANDY PLAINS RD.
MARIETTA, GA 30066-5706

THE OHMEGA GROUP, LLC
1756 SILVER STREET
JACKSONVILLE, FL 32206

CRAWFORD MURPHY & TILLY, INC.
2750 W. WASHINGTON STREET
SPRINGFIELD, IL 32702

DELTA AIRPORT CONSULTANTS, INC.
2700 POLO PARKWAY
MIDLOTHIAN, VA 23113

**INFRASTRUCTURE CONSULTING &
ENGINEERING**
4940 Peachtree Industrial Blvd., Suite 3
Norcross GA 30071

MAESAWYR, LLC.
P O BOX 725046
ATLANTA GA 31139

Rebecca Shealy
Daniel Fields Airport

Phyllis Johnson
Compliance

**RFQ Item #23-257 Daniel Field Airport
Consultant Selection for Professional
Planning and Feasibility Studies
Services for Augusta, GA – Daniel Field
Airport**
DUE: Wed. June 14, 2023 @ 1:00 p.m.

Warehouse Engineers LLC 2023-05-04	andon@thewarehouseengineers.com Ashby, Brandon	N	NOM
Willis Management and Associates LLC 2023-05-04	info@willismgmtservice.com Willis, DeMarcus	Y	AFA
Wipro Infocrossing 2023-05-04	thomas.stockdale@wipro.com Stockdale, Tom	N	NOM
XEROX STATE HEALTHCARE LLC 2023-05-04	jeff.smith@xerox.com Smith, Jeff	N	NOM
XEROX STATE HEALTHCARE LLC 2023-05-04	jonathan.matheny@conduent.com Matheny, Jonathan		
XEROX STATE HEALTHCARE LLC 2023-05-04	shssvregistrations@conduent.com BIDDESK2, BIDDESK2		
crystal dish 2023-05-04	temmyteeb@yahoo.com ADEPOJU, TEMITOPE	N	NOM
iManagement Consulting LLC 2023-05-04	dan.johnson@imcllc.biz Johnson, Daniel	N	NOM
quality clinical laboratory consultants 2023-05-04	TANISHA@QCLC-LLC.COM TAYLOR-BURNETTE, TANISHA	N	NOM

ETHNIC GROUP	COUNT
African American	68
Asian American	17
Native American	5
Hispanic/Latino	5
Pacific Island/American	3
Non Minority	462
Not Classified	0
Total Number of Vendors	560
Total Number of Contacts	1226

PR_bid_email_list

Planholders

[Add Supplier](#)
[Export To Excel](#)

Supplier (11)

Supplier 
Download Date

Atlas Technical Consultants LLC	05/04/2023
Avcon, Inc.	05/08/2023
Environmental International Corporation	05/04/2023
Environmental Science Associates	05/08/2023
Get it Done Landscape Management	05/05/2023
Imperial Bag and Paper	05/22/2023
MaesAwyr, LLC.	06/03/2023
Merchant Aviation, LLC	05/18/2023
Onvia, Inc. - Content Department	05/04/2023
Pond & Company	05/05/2023
The Can Man	05/30/2023

[Add Supplier](#)

Supplier Details

Supplier Name	Atlas Technical Consultants LLC
Contact Name	Monica Flournoy
Address	2450 Commerce Avenue Suite 100, Duluth, GA 30096
Email	monica.flournoy@oneatlas.com
Phone Number	770-263-5945

Documents

Filename	Type	Action
23-257_RFP	Bid Document / Specifications	View History

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
- (b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).
- (c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.
- (d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.
- (e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

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.



Meeting Name

Meeting Date: 8/8/2023

Daniel Field Consultant Selection Approval for Engineering, Architectural & Construction Admin Services

Department:	Daniel Field Airport
Presenter:	Becky Shealy, Airport Manager
Caption:	Motion to approve selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-256) for Engineering, Architectural & Construction Admin Services to be effective 8/21/2023.
Background:	The airport employs an airport consulting firm to provide engineering, architectural and construction admin services. The FAA requires the airport to conduct the Consultant Selection Process at least every 5 years. The current contract between Augusta and Goodwin, Mills and Cawood (GMC), expires 10/2/2023; therefore, a consultant selection is required at this time. The Daniel Field General Aviation Commission (DNL GAC) will review the work of the awarded consultant on a yearly basis. If the DNL GAC determines that the consultant of record has not provided the necessary support for Daniel Field within that year, it will recommend that the Consultant Selection Process be conducted prior to the required 5-year timeline, as set forth by the FAA.
Analysis:	The Consultant Selection Committee completed the selection process in accordance with federal, state and local government guidelines. The DNL GAC recommends approving MaesAwyr as its airport engineering, architectural and construction admin consultant of record based on the information presented by the Consultant Selection Committee.
Financial Impact:	MaesAwyr will submit a work authorization for each project/grant. The FAA will pay 90% for work on federally funded projects. The remaining balance will be paid from a GDOT match, and the Daniel Field enterprise fund.
Alternatives:	Deny the recommendation
Recommendation:	The DNL GAC recommends approving the selection of MaesAwyr as airport consultant for Daniel Field Airport.
Funds are available in the following accounts:	Grant Projects in Fund 552, Federal funding at 90%, remaining balance from GDOT match and the Daniel Field enterprise fund.
<u>REVIEWED AND APPROVED BY:</u>	N/A

Request for Qualifications

Request for Qualifications will be received at this office until **Wednesday, June 14, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: 835 0590 4875; Passcode: 502617 for furnishing:

RFQ Item #23-256 Daniel Field Airport Consultant Selection for Engineering, Architectural, and Construction Admin Services for Augusta, GA – Daniel Field Airport

RFQs 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

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

A Pre-Qualification Conference will be held on Tuesday, May 30, 2023 @ 10:00 a.m. via Zoom Meeting ID: 856 1645 7080; Passcode: 241820.

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 Wednesday, May 31, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of **90 days** after RFQ have been opened, pending the execution of contract with the successful bidder(s).

Request for qualifications (RFQ) and specifications. An RFQ 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 qualification 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 RFQ 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 qualification issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Respondents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ 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 May 4, 11, 18, 25, 2023
Metro Courier May 4, 2023

Revised: 3/22/21



**RFQ Item #23-256 Daniel Field Airport Consultant Selection
for Engineering, Architectural, and Construction Admin Services for Augusta, GA
Daniel Field Airport
RFP Due: Wednesday, June 14, 2023 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 42
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 299
Georgia Procurement Registry: 2355
Total packages submitted: 4
Total Noncompliant: 0

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	7 Copies	Compliance Review DBE Goal
Mead & Hunt, Inc. 878 South Lake Dr. Lexington, SC 29072	Yes	Yes	1430084	Yes	Yes	Yes	Yes
Kimberly Horn and Associates, Inc. 11720 Amber Park Drive, Suite 600 Alpharetta, GA 30009	Yes	Yes	412062	Yes	Yes	Yes	Yes
MaesAwyr, LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Yes	Yes	943176	Yes	Yes	Yes	Yes
Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210	Yes	Yes	665370	Yes	Yes	Yes	Yes



Evaluation Sheet RFQ Item #23-256 Daniel Field Airport Consultant Selection
for Engineering, Architectural, and Construction Admin Services for Augusta, GA – Daniel Field Airport
RFQ Evaluation Date: Monday, July 10, 2023 @ 2:00 p.m.

Vendors			Mead & Hunt, Inc. 878 South Lake Dr. Lexington, SC 29072	Kimberly Horn and Associates, Inc. 11720 Amber Park Drive, Suite 600 Alpharetta, GA 30009	MaesAwyr,LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210		Mead & Hunt, Inc. 878 South Lake Dr. Lexington, SC 29072	Kimberly Horn and Associates, Inc. 11720 Amber Park Drive, Suite 600 Alpharetta, GA 30009	MaesAwyr,LLC 1245 Buford Highway, Suite 305 Suwanee, GA 30024	Parrish & Partners, LLC 140 Stonebridge Drive, Suite 500 Columbia, SC 29210
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)					Weighted Scores			
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)							
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
2. Qualifications & Experience		(0-5)	25	3.4	3.2	3.9	3.8	85.4	79.2	97.9	95.8
3. Organization & Approach Include		(0-5)	20	3.8	3.2	4.2	3.2	76.7	63.3	83.3	63.3
4. Scope of Services - Firm’s understanding of the Scope of Services and task requirements to be performed included in Section III. Firm’s method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project to include the following: a. Firms experience specifically consulting services in reference to aviation architectural, engineering, planning or construction administration services. b. Relevant project experience and performance on past similar projects. c. Demonstrated knowledge and familiarity with the Federal Aviation Administration (FAA) regulations, policies, and procedures as related to general aviation airports. d. Working relationships with the FAA Atlanta District Office and the Georgia Department of Transportation (GDOT) Aviation Programs.		(0-5)	15	3.8	3.5	4.5	3.5	57.5	52.5	67.5	52.5
5. Schedule of Work		(0-5)	10	3.2	3.2	3.8	3.2	31.7	31.7	38.3	31.7
6. Financial Stability		(0-5)	10	3.7	4.2	4.0	3.7	36.7	41.7	40.0	36.7
7. References		(0-5)	5	3.7	4.0	4.3	3.7	18.3	20.0	21.7	18.3
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			21.6	21.2	24.8	21.0		306.3	288.3	348.8	298.3
Phase 2 (Option - Numbers 9-10 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
9. Presentation by Team		(0-5)	10					0	0	0	0
10. Q&A Response to Panel Questions		(0-5)	5					0	0	0	0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)				0	0	0	0	0	0	0	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 500)			21.6	21.2	24.8	21.0		306.3	288.3	348.8	298.3
Internal Use Only											
Evaluator: _____Cumulative Eval_____ Date: __7/10/23_____											
Procurement DepartmentRepresentative:_____Nancy Williams_____											
Procurement Department Completion Date: __7/10/23_____											



DANIEL FIELD AIRPORT

Dedicated—October 27, 1927

Item 7.

GENERAL AVIATION COMMISSION

AIRPORT MANAGER

1775 HIGHLAND AVE.
AUGUSTA, GA 30904
(706) 733-1647

July 19, 2023

Ms. Geri Sams, Procurement Director

REF: RFQ Item #23-256 – Daniel Field Airport Consultant Selection for Engineering, Architectural, and Construction Admin Services for Augusta, Ga – Daniel Field Airport

Dear Ms. Sams,

In accordance with the Augusta RFQ guidelines, the Consultant Evaluation Committee has completed the evaluation process for the Daniel Field Airport Engineering Consultant. The Committee recommends the award to MaesAwyr.

Pursuant to the recommendation of the Consultant Evaluation Committee, the Daniel Field General Aviation Commission (DNL GAC) is hereby requesting that the airport consultant engineering, architectural and construction admin services for Daniel Field, RFQ Item #23-256, be awarded to MaesAwyr.

The DNL GAC also requests to enter into contract negotiations with MaesAwyr to negotiate fees. At the completion of the contract negotiation, the DNL GAC wishes to submit the approval recommendation of MaesAwyr as the Daniel Field Engineering Consultant to the Augusta Commission for approval.

If you have any questions, please do not hesitate to contact me.

Kind regards,

Steve Gay
Airport Manager, Daniel Field

GOODWYN MILLS CAWOOD
6120 POWERS FERRY RD., NW
SUITE 350
ATLANTA, GA 30339

MORELAND ALTOBELLI
2450 COMMERCE AVENUE
SUITE 100
DULUTH, GA 30096-8910

POND & COMPANY
621 NW FRONTAGE ROAD, STE 320
AUGUSTA, GA 30907

WOOD
ATTN: GREGG HUDSPETH
1075 BIG SHANTY RD., SUITE 100
KENNESAW, GA 30144

JACOB ENGINEERING
10 10TH STREET NW, SUITE 1400
ATLANTA, GA 30309

OAC
144 BREAKAWAY TRAIL
TITUSVILLE, FL 32780

ALFRED BENESCH & COMPANY
600 PEACHTREE ST., NE SUITE 940
ATLANTA, GA 30308

CHA CONSULTING, INC.
270 PEACHTREE STREET, NW
SUITE 1500
ATLANTA, GA 30303

ICF
2635 CENTURY CENTER PARKWAY
SUITE 1000
ATLANTA, GA 30345

GARVER, LLC
4701 NORTH SHORE DRIVE
LITTLE ROCK, AR 72118

POND & COMPANY
621 NW FRONTAGE ROAD,
SUITE 320
AUGUSTA, GA 30907

JOHNSON LASCHOB & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

AULICK ENGINEERING, LLC
2000 AIRPORT RD., STE. 121
ATLANTA, GA 30341

PRIME ENGINEERING
3715 NORTHSIDE PARKWAY, NW
300 NORTHCREEK, SUITE 200
ATLANTA, GA 30327

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

KIMLEY-HORN
817 W PEACHTREE ST NW
THE BILTMORE, SUITE 601
ATLANTA, GA 30308

W. K. DICKSON & CO.
1450 GREENE STREET
SUITE 145
AUGUSTA, GA 30901

CROY ENGINEERING, LLC
200 NORTH COBB
PKWY.,BLD.400,STE.413
MARIETTA, GA 30062-3559

ALLIED SOLUTION ENTERPRISE
ATTN: JASON COLLIER
300 VETERANS WAY
CARMEL, IN 46032

HOLT CONSULTING COMPANY, LLC
2915 PREMIERE PARKWAYSUITE 125
DULUTH, GA 30097

MEAD & HUNT
878 SOUTH LAKE DRIVE
LEXINGTON, SC 29072

WOOLPERT
375 NORTHRIDGE RD, #100
ATLANTA, GA 30350

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

ATTN: SCOTT WILLIAMS
CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GA 30903-2546

HOLT CONSULTING COMPANY
2801 DEVINE ST., SUITE 201
COLUMBIA, SC 29205

MICHAEL BAKER INTERNATIONAL
420 TECHNOLOGY PARKWAY
SUITE 150
NORCROSS, GA 30092

GOODWYN, MILLS & CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901

AECOM
101 RESEARCH DR
COLUMBIA, SC 29203

ROBERT & COMPANY
229 PEACHTREE ST, NE INT TOWER
ATLANTA, GA 30303

**INFRASTRUCTURE CONSULTING &
ENGINEERING**
4940 PEACHTREE INDUSTRIAL BLVD.,
SUITE 3
NORCROSS, GA 30071



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Item 7.

KIMLEY-HORN AND ASSOCIATES, INC.
3930 EAST JONES BRIDGE ROAD
SUITE 350
PEACHTREE CORNERS, GA 30092

MAESAWYR, LLC.
P O BOX 725046
ATLANTA, GA 31139

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MIDDLETON, WI 53562

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P O BOX 725046
ATLANTA GA 31139

Rebecca Shealy
Daniel Fields Airport

Phyllis Johnson
Compliance

**RFQ Item #23-256 Daniel Field Airport
Consultant Selection for Engineering,
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Services for Augusta, GA – Daniel Field
Airport**
DUE: Wed. June 14, 2023 @ 11:00 a.m.

rohadfox Construction Control Services C 2023-05-04	debra.james@rccsc.net James, Debra	Y	AFA
rohadfox Construction Control Services C 2023-05-04	rccsc@rccsc.net Rohadfox, Rebekah J.		
sinc electrical 2023-05-04	bademail@doas.ga.gov key, Joey	N	NOM
sinc electrical 2023-05-04	lee@sincelectrical.com knight, lee		
vda 2023-05-04	bademail@doas.ga.gov McGarr, John	N	NOM
vda 2023-05-04	kdonner@vdassoc.com Donner, Ken		

ETHNIC GROUP	COUNT
African American	109
Asian American	22
Native American	8
Hispanic/Latino	5
Pacific Island/American	3
Non Minority	969
Not Classified	0
Total Number of Vendors	1116
Total Number of Contacts	2355

[PR_bid_email_list](#)

Planholders

Add Supplier

Export To Excel

Supplier (10)

Supplier 

Download Date

Applied Pavement Technology, Inc.

05/05/2023

Atlas Technical Consultants LLC

05/04/2023

Consilience Group

05/04/2023

ConstructConnect

05/30/2023

Dodge Data

05/06/2023

MaesAwyr, LLC.

06/03/2023

Merchant Aviation, LLC

05/04/2023

Onvia, Inc. - Content Department

05/04/2023

Ross & Barruzzini

05/04/2023

Studio 3 Design Group

05/05/2023

Add Supplier

Supplier Details

Supplier Name	Applied Pavement Technology, Inc.
Contact Name	Tracey Greif
Address	115 W. Main Street , Reno, NV 61801
Email	tgreif@appliedpavement.com
Phone Number	775-345-1999

Remove

Documents

Filename	Type	Action
23-256_RFP	Bid Document / Specifications	View History

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
- (b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).
- (c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.
- (d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.
- (e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

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.



Meeting Name

Meeting Date: August 8, 2023

Cover Sheet – 2024 Tentative Allocation for Daniel Field Airport

Department:	Daniel Field Airport
Presenter:	Becky Shealy
Caption:	Approve the Daniel Field Airport FY2024 Tentative Allocation of \$2,152,726 for FAA & GDOT funding & approve Mayor Johnson signing the acceptance of the TA.
Background:	<p>This is the tentative allocation funding GDOT has approved for Fiscal Year 2024 for Daniel Field Airport based on the Capital Improvement Plan submitted last November. Project include:</p> <ol style="list-style-type: none"> 1. Design-Runway 11/29, Taxiway D & apron rehabilitation 2. Environmental Assessment for obstruction mitigation on Runway 23 approach 3. Construction-Runway 11/29, Taxiway D & apron rehabilitation
Analysis:	<p>DESIGN-R/W 11/29, TAXIWAY D & APRON REHABILITATION - Runway 11/29 is not federally funded since it is not the primary runway. Lack of federal funding has prevented much needed pavement improvements to 11/29. GDOT has agreed to fund a state grant for the design of the runway rehabilitation. (PROJECTED SCHEDULE: Start October 2023)</p> <p>ENVIRONMENTAL ASSESSMENT FOR OBSTRUCTION MITIGATION ON RUNWAY 23 APPROACH-An obstruction mitigation feasibility study completed in 2022 determined obstructions to the approach on Runway 23 must be mitigated. An environmental assessment is required prior to mitigation to ensure there are no negative environmental impacts. (PROJECTED SCHEDULE: Start October 2023)</p> <p>CONSTRUCTION- R/W 11/29, TAXIWAY D & APRON REHABILITATION -Runway 11/29 is not federally funded since it is not the primary runway. Lack of federal funding has prevented much needed pavement improvements to 11/29. GDOT has agreed to fund a state grant for the construction of the runway rehabilitation. (PROJECTED SCHEDULE: Start May 2024.</p>
Financial Impact:	DESIGN-R/W 11/29, TAXIWAY D & APRON REHABILITATION- State GDOT grant funded at 75%. The remaining 25% to be funded by TIA 2 awarded to Daniel Field for Airfield Improvements. TOTAL=\$225,000

ENVIRONMENTAL ASSESSMENT FOR OBSTRUCTION MITIGATION
ON RUNWAY 23 APPROACH- Federal (FAA) grant funded at 90%, State (GDOT) match at 5%, TIA 2 funding awarded to Daniel Field for Airfield Improvements. TOTAL=\$250,000

CONSTRUCTION- R/W 11/29, TAXIWAY D & APRON
REHABILITATION- State (GDOT) grant funded at 75%. The remaining 25% to be funded by TIA 2 awarded to Daniel Field for Airfield Improvements. TOTAL=\$1,677,726

TOTAL AMOUNT OF ALL PROJECTS=\$2,152,726

- Alternatives:** Deny the recommendation of the DNL GAC to approve the Tentative Allocation as well as Mayor Johnson signing the Tentative Allocation reply letter.
- Recommendation:** The Daniel Field Airport General Aviation Commission (DNL GAC) recommends approval of the Tentative Allocation and approval of Mayor Johnson signing the Tentative Allocation reply letter as the sponsor on behalf of Daniel Field Airport.
- Funds are available in the following accounts:** Federal (FAA), State (GDOT), TIA 2
NO LOCAL MATCH REQUIRED FOR THESE PROJECTS
Funding available in 552 account one awarded.

REVIEWED AND APPROVED BY: Becky Shealy – Airport Manager



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

Item 8.

June 30, 2023

Via Email

The Honorable Garnett L. Johnson, Mayor
Augusta-Richmond County
535 Telfair St., Suite 200
Augusta, GA 30901

Dear Mayor Johnson:

The Department is pleased to announce a tentative allocation of federal and state funding assistance for the following projects at Daniel Field.

Project Description	Est. Total	Est. Fed-AIP	Est. Fed-BIL	Est. State	Est. Local
Design Rwy 11/29, Twy D and Apron Rehab	\$225,000	\$0.00	\$0.00	\$168,750	\$56,250
Rehabilitate Rwy 11/29, Twy D, and Apron	\$1,677,726	\$0.00	\$0.00	\$1,258,294	\$419,432
Environmental Assessment	\$250,000	\$150,000	\$75,000	\$12,500	\$12,500
Project Totals	\$2,152,726	\$150,000	\$75,000	\$1,439,544	\$488,181

Please confirm, by letter, no later than **July 31, 2023**, your intent to proceed with and fund this project in the state's Fiscal Year 2024, which ends June 30, 2024. State funding for this project if unconfirmed by this date may be reassigned.

State funding assistance must be formally requested by letter to the Department's Commissioner. See attached sample letter. **These projects will require matching funds from Augusta-Richmond County estimated in the amount of \$488,181.** This is a tentative allocation of funds, the actual contract amount will be based on design, planning and engineering costs and/or competitive bids received to accomplish the project.

The Department has planned 2 contracts for the above contracts. See confirmation template for proposed schedules. Please note if the project does not meet the agreed upon schedule the Department will consider moving the project in order to accommodate other projects or consider deferring the project to the next fiscal year. Brian Walden has been assigned as your Project Manager to assist in this tentative allocation award, including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a confirmation letter. See attached example.

Please contact Brian Walden, Aviation Project Manager, at (706) 339-0921 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Leigh Ann Trainer

Digitally signed by Leigh Ann Trainer
DN: C=US, E=ltrainer@dot.ga.gov,
O=GDOT, OU=Division of
Intermodal, CN=Leigh Ann Trainer
Date: 2023.06.30 10:59:43-04'00'

Leigh Ann Trainer, Assistant Director
Division of Intermodal

cc: Greg Morris, State Transportation Board
Steve Gay, Airport Manager
Becky Shealy, VP Business Development

[On Sponsor Letterhead]**[Date]**

Mr. Russell R. McMurry, P.E., Commissioner
 Georgia Department of Transportation
 600 W. Peachtree St., NW
 Atlanta, GA 30308

Attn: Colette E. Williams, A.A.E., Assistant Aviation Program Manager

Dear Commissioner McMurry:

By copy of this letter, we confirm our intent to proceed with and fund design and construct Rwy 11/29, Twy D, and Apron Rehabilitation, and environmental assessment at Daniel Field.

1. In accordance with Department policy, we respectfully request state funding assistance in the amount of 75% of the state/local project and 50% of the eligible nonfederal share of the federal project.
2. Will meet the following project schedule to meet a contract date of
[please discuss with your Project Manager prior to responding if you would like a revised schedule]

Project Activity	Date
Scope Submittal-EA and Design	August
GDOT Scope Response	August
Final Scope Submittal	September
GDOT Contract	October
Sponsor Execution	October
Bid Advertisement-Rwy, Twy, Apron	March
Bid Opening	April
Certified Bid Tab Submittal	April
GDOT Contract	May
Sponsor Execution	May

In addition, it is understood if the agreed upon scheduled contract date is not met the Department will consider moving the project to later in FY24 or consider deferring the project to the next fiscal year.

Sincerely,

[Signature]**[Airport Sponsor Representative Printed Name]**

cc: Brian Walden, Aviation Project Manager

AUGUSTA, GEORGIA
New Grant Proposal/Application

Item 8.

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

PR000447 DNL FIELD Design & Const for RW11/29 Rehab; Environ Assess RW23

Requesting grant funds for the Design and Rehabilitation of RW 11/29 (State Grant) and for the Environmental Assessment for Obstruction Mitigation for RW 23 (Federal Grant w/State match)

Daniel Field was awarded a TIA 2 grant. The local match will come from this fund.

Cash Match Source: TIA 2

EEO Required: Yes

EEO Notified: NO

Start Date: 08/31/2023

End Date: 01/31/2025

Submit Date: 07/26/2023

Department: 082

Daniel Field **Cash Match?** Y

Total Budgeted Amount: 2,152,726.00

Total Funding Agency:

1,664,544.00 **Total Cash Match:** 488,182.00

Sponsor: GM0004

Fed Aviation Adm

Sponsor Type: F

Federal

Purpose: 19

Airport improvement

Flow Thru ID: GM0006 GDOT

Contacts

Type	ID	Name	Phone
I	GMI019	Shealy, Becky	(706)922-0408

Approvals

Type	By	Date
FA	RSHEALY	07/26/2023

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

Donna Williams

Finance Director

7-26-2023

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

JK House

Administrator

7/31/2023

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 Meeting

Meeting Date: August 8, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Rental Car Concessions Agreement Amendment
Presenter:	Herbert Judon
Caption:	Motion to approve and adopt the Amendment to the Rental Car Concessions Agreements for Avis, Budget, Enterprise, and National/Alamo. Approved by the Augusta Aviation Commission on July 27, 2023 (ITB 23-299C).
Background:	<p>The Rental Car Agencies executed concession agreements with Augusta Regional Airport in 2020. At the time, there was not a scheduled completion date for the new Consolidated Rental Car Service Facility. The building is scheduled to be complete by September or October 2023, at which point the agencies will be able to occupy and utilize the facility.</p> <p>The current concession agreement does not reflect usage or maintenance of the new facility. This amendment will incorporate the usage, maintenance and applicable fees. Avis, Budget, Enterprise, and National/Alamo have all submitted the signed amendments to their concession agreements.</p>
Analysis:	The amendment to the concession agreement outlines the operations and maintenance (O&M) cost associated for each rental car agency and their allowed and prohibited uses of the facility. All O&M costs will be borne by the agencies.
Financial Impact:	AGS will receive land rent revenues of approximately \$167,000 annually for the facility.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on July 27, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AMENDMENT NO. 1 TO RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Enterprise Leasing Company-Southeast, LLC, d/b/a Alamo Rent A Car and National Car Rental, a limited liability company existing under the laws of the state of Delaware (Lessee).

WITNESSETH:

WHEREAS, the Augusta Regional Airport (Airport) is owned by Augusta, Georgia and operated by the Commission; and

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is a corporation primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, on March 1, 2020, the Lessor and Lessee entered into a Rental Car Concession and Lease Agreement which anticipated the construction of a common use service facility; and

WHEREAS, the parties hereto now desire to set forth the actual area and commencement date for occupancy of the Service Center premises and amend certain provisions of the Agreement related to the use and rent of these Service Center premises.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Lessor and Lessee hereby agree to amend the Rental Car Concession and Lease Agreement as follows:

1. Section 1.17 of the Agreement is deleted in its entirety and replaced with the following:

“Leased Premises” or “Premises” shall mean the areas leased to Lessee to conduct business as set forth on Exhibits “A,” “B,” and “D” and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all

easements (excluding easements for light and air), rights of way, and appurtenances pertaining thereto.

2. Section 1.27 of the Agreement is deleted in its entirety and replaced with the following:

“Service Center” shall mean that consolidated area of the Airport designed by the Lessor for the servicing and fueling of rental vehicles.

3. Section 1.28 is hereby added to the Agreement as follows:

“TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successors(s).

4. Section 5.1 of the Agreement is deleted its entirety and replaced with the following:

In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property designated for Lessee shown on Exhibits “A” and “B” for its exclusive use and the property designated as Exhibit “D” for its joint use with other tenants.

5. Section 5.7 of the Agreement is deleted in its entirety and replaced with the following:

Service Center. The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of twelve 180’ fleet holding lanes and zero 40’ fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit “D.”

6. Section 8.6 is hereby added to the Agreement as follows:

Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.
- (4) Loading and unloading of vehicles for rental at the Airport from vehicle haulers.

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport

Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

7. Section 17.2.2 is hereby deleted in its entirety and replaced with the following:

17.2.2 For the period commencing March 1, 2020 through February 28, 2025, Lessee shall pay the sum of \$3,832.50 per month for Ready Return Block “C.”

8. Section 17.2.3 is hereby added to the Agreement as follows:

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Upon effective date of this Amendment, Lessee shall pay the sum of \$5,400 per month on the first day of the month, for its 25 percent share of the estimated operating and maintenance costs of the Service Center for the five-month period October 1, 2023 to February 28, 2024. Effective March 1, 2024, Lessee shall pay on a monthly basis, the sum of one-twelfth of its 25 percent share of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2024 to February 28, 2025. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on October 1, 2023.

At the end of each contract year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee’s 25 percent proportionate share for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next contract year, except that any excess payment during the final contract year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of

any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean and sanitary condition as it determines, in its sole discretion. The first five-months operating and maintenance budget is set forth in Exhibit “E”.

9. Section 17.2.4 is hereby added to the Agreement as follows:

Fuel Use Reimbursement. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor reimbursement for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.

10. Section 41.6 is hereby added to the Agreement as follows:

Stormwater Pollution Prevention. The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

- A. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;

2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and

3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

B. Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

C. Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

D. Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

11. Exhibit "D" – Service Center is hereby added to the Agreement.

12. Exhibit "E" – Service Center Rent and O&M Budget is hereby added to the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective October 1, 2023.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

By: _____

Garnett L. Johnson, Mayor

Dan Troutman, Chairman

Attest:

Attest:

Lena Bonner, Clerk of Commission

Dereena Harris, Clerk, Aviation Commission

Date: _____

Lessee

By: _____

Lessee Name & Title

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Wayne Brown, General Counsel

Date: _____

EXHIBIT D SERVICE CENTER

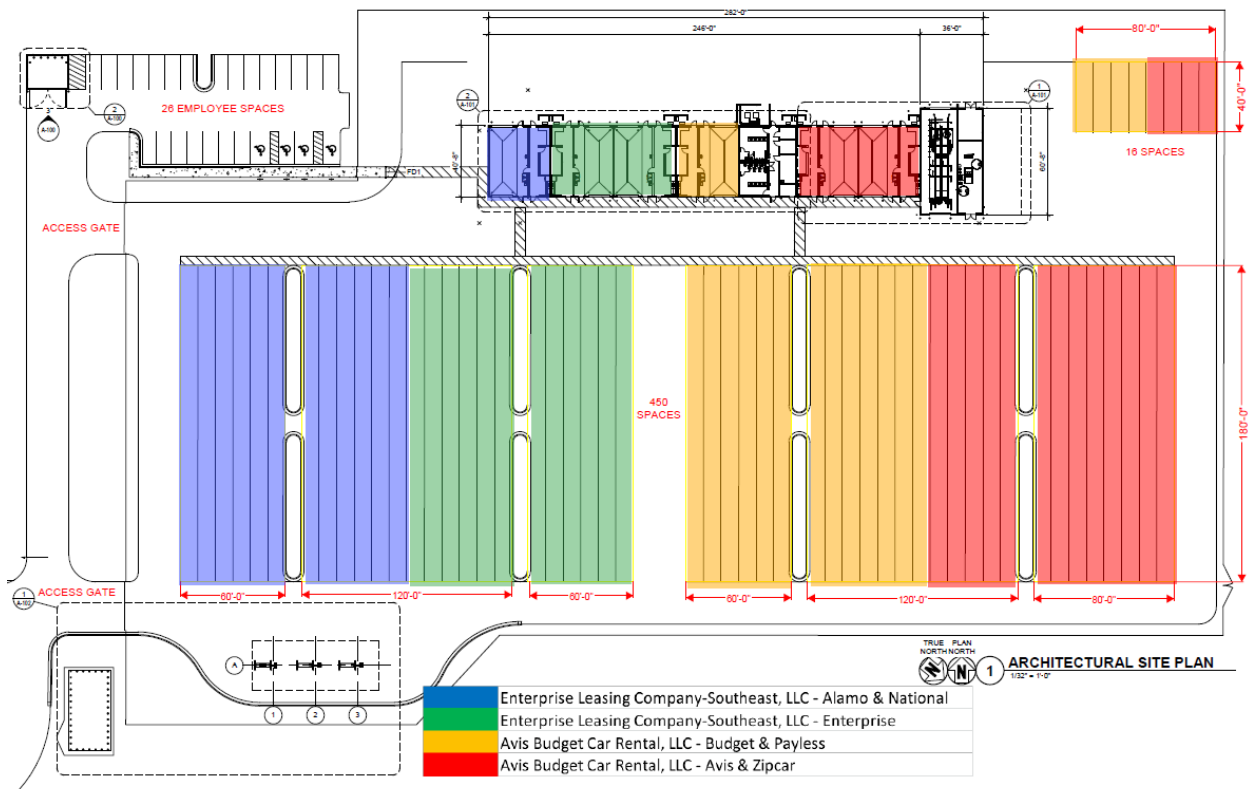


EXHIBIT E
SERVICE CENTER RENT AND O&M BUDGET

Annual Land Rent - 11 acres / \$0.35/square foot/year	\$ 167,706	
To be funded with CFCs		
O & M Expense	Total (12 months)	10/1/23 - 2/28/24 (5 months)
Utilities - Water/Sewer	\$ 7,650	\$ 3,188
Utilities - Refuse	3,200	1,333
Utilities - Electricity	19,000	7,917
HVAC Maintenance	3,200	1,333
Data Services (fiber, phone, etc.)	3,825	1,594
Soap/Detergent Supplies/Car Wash Components	53,000	22,083
Janitorial Supplies	10,200	4,250
Gate Maintenance	12,720	5,300
General Maintenance/Repairs	30,450	12,688
Minor Capital Improvements	12,720	5,300
Pest Control	325	135
Fire Alarm Monitoring/Security System	1,060	442
Janitorial Labor	30,000	12,500
Management/Administration Labor	16,500	6,875
Insurance	2,250	938
Stormwater Fees	9,900	4,125
Total O & M Expenses	\$ 216,000	\$ 90,000
Reserve for Major Repair & Replacement		
12 month reserve to be funded across 5 years	\$ 43,200	\$ 18,000
Total - Budget	\$ 259,200	\$ 108,000

AMENDMENT NO. 1 TO RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Avis Budget Car Rental, LLC d/b/a Avis Rent A Car System, LLC and Zipcar, Inc., a corporation existing under the laws of the state of New Jersey (Lessee).

WITNESSETH:

WHEREAS, the Augusta Regional Airport (Airport) is owned by Augusta, Georgia and operated by the Commission; and

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is a corporation primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, on March 1, 2020, the Lessor and Lessee entered into a Rental Car Concession and Lease Agreement which anticipated the construction of a common use service facility; and

WHEREAS, the parties hereto now desire to set forth the actual area and commencement date for occupancy of the Service Center premises and amend certain provisions of the Agreement related to the use and rent of these Service Center premises.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Lessor and Lessee hereby agree to amend the Rental Car Concession and Lease Agreement as follows:

1. Section 1.17 of the Agreement is deleted in its entirety and replaced with the following:

“Leased Premises” or “Premises” shall mean the areas leased to Lessee to conduct business as set forth on Exhibits “A,” “B,” and “D” and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all

easements (excluding easements for light and air), rights of way, and appurtenances pertaining thereto.

2. Section 1.27 of the Agreement is deleted in its entirety and replaced with the following:

“Service Center” shall mean that consolidated area of the Airport designed by the Lessor for the servicing and fueling of rental vehicles.

3. Section 1.28 is hereby added to the Agreement as follows:

“TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successors(s).

4. Section 5.1 of the Agreement is deleted its entirety and replaced with the following:

In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property designated for Lessee shown on Exhibits “A” and “B” for its exclusive use and the property designated as Exhibit “D” for its joint use with other tenants.

5. Section 5.7 of the Agreement is deleted in its entirety and replaced with the following:

Service Center. The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of two detail bays, offices, breakrooms, and storage/telecom rooms, exclusive use of thirteen 180’ fleet holding lanes and four 40’ fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit “D.”

6. Section 8.6 is hereby added to the Agreement as follows:

Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.
- (4) Loading and unloading of vehicles for rental at the Airport from vehicle haulers.

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport

Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

7. Section 17.2.2 is hereby deleted in its entirety and replaced with the following:

17.2.2 For the period commencing March 1, 2020 through February 28, 2025, Lessee shall pay the sum of \$3,832.50 per month for Ready Return Block “B.”

8. Section 17.2.3 is hereby added to the Agreement as follows:

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Upon effective date of this Amendment, Lessee shall pay the sum of \$5,400 per month on the first day of the month, for its 25 percent share of the estimated operating and maintenance costs of the Service Center for the five-month period October 1, 2023 to February 28, 2024. Effective March 1, 2024, Lessee shall pay on a monthly basis, the sum of one-twelfth of its 25 percent share of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2024 to February 28, 2025. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on October 1, 2023.

At the end of each contract year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee’s 25 percent proportionate share for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next contract year, except that any excess payment during the final contract year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of

any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean and sanitary condition as it determines, in its sole discretion. The first five-months operating and maintenance budget is set forth in Exhibit “E”.

9. Section 17.2.4 is hereby added to the Agreement as follows:

Fuel Use Reimbursement. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor reimbursement for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.

10. Section 41.6 is hereby added to the Agreement as follows:

Stormwater Pollution Prevention. The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

- A. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;
2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and
3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

B. Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

C. Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

D. Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

11. Exhibit "D" – Service Center is hereby added to the Agreement.

12. Exhibit "E" – Service Center Rent and O&M Budget is hereby added to the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective October 1, 2023.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

By: _____

Garnett L. Johnson, Mayor

Dan Troutman, Chairman

Attest:

Attest:

Lena Bonner, Clerk of Commission

Dereena Harris, Clerk, Aviation Commission

Date: _____

Lessee

By: _____

Lessee Name & Title

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Wayne Brown, General Counsel

Date: _____

EXHIBIT D SERVICE CENTER

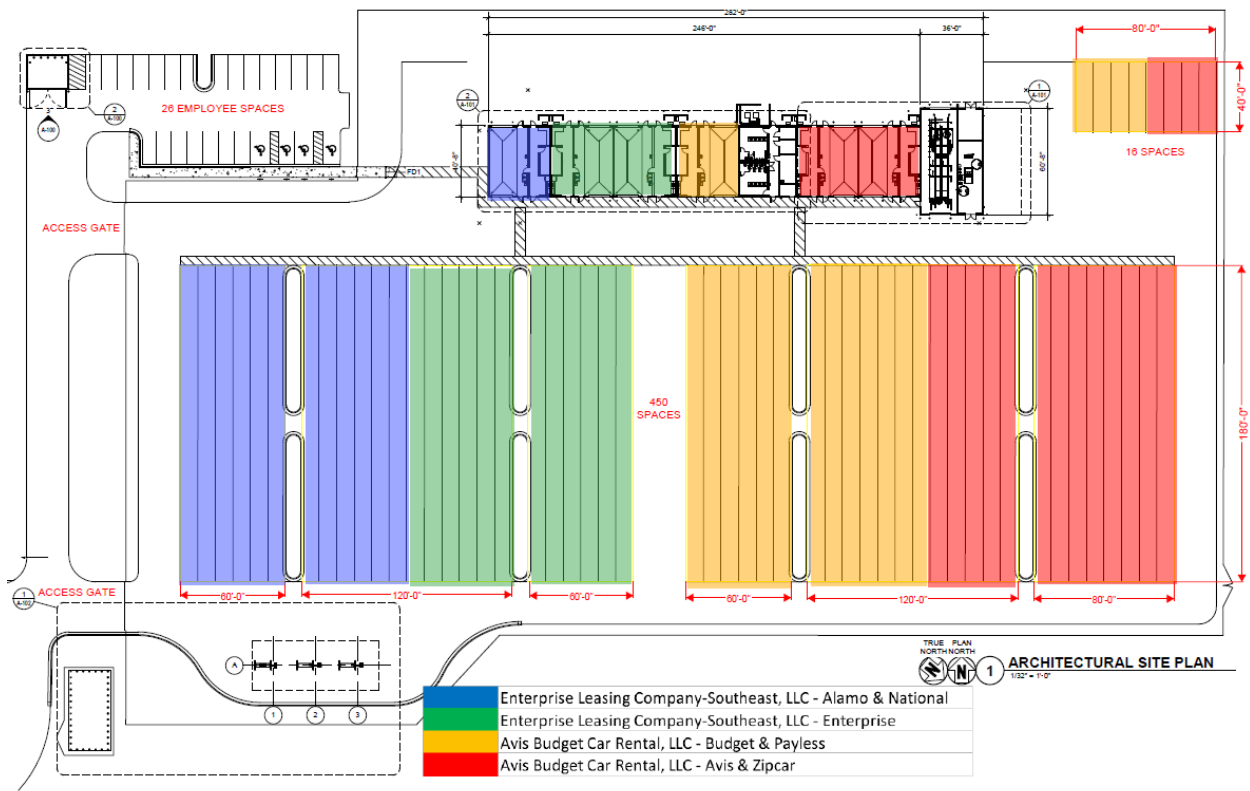


EXHIBIT E
SERVICE CENTER RENT AND O&M BUDGET

Annual Land Rent - 11 acres / \$0.35/square foot/year	\$ 167,706	
To be funded with CFCs		
O & M Expense	Total (12 months)	10/1/23 - 2/28/24 (5 months)
Utilities - Water/Sewer	\$ 7,650	\$ 3,188
Utilities - Refuse	3,200	1,333
Utilities - Electricity	19,000	7,917
HVAC Maintenance	3,200	1,333
Data Services (fiber, phone, etc.)	3,825	1,594
Soap/Detergent Supplies/Car Wash Components	53,000	22,083
Janitorial Supplies	10,200	4,250
Gate Maintenance	12,720	5,300
General Maintenance/Repairs	30,450	12,688
Minor Capital Improvements	12,720	5,300
Pest Control	325	135
Fire Alarm Monitoring/Security System	1,060	442
Janitorial Labor	30,000	12,500
Management/Administration Labor	16,500	6,875
Insurance	2,250	938
Stormwater Fees	9,900	4,125
Total O & M Expenses	\$ 216,000	\$ 90,000
Reserve for Major Repair & Replacement		
12 month reserve to be funded across 5 years	\$ 43,200	\$ 18,000
Total - Budget	\$ 259,200	\$ 108,000

AMENDMENT NO. 1 TO RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Enterprise Leasing Company-Southeast, LLC, d/b/a Enterprise Rent-A-Car, a limited liability company existing under the laws of the state of Delaware (Lessee).

WITNESSETH:

WHEREAS, the Augusta Regional Airport (Airport) is owned by Augusta, Georgia and operated by the Commission; and

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is a corporation primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, on March 1, 2020, the Lessor and Lessee entered into a Rental Car Concession and Lease Agreement which anticipated the construction of a common use service facility; and

WHEREAS, the parties hereto now desire to set forth the actual area and commencement date for occupancy of the Service Center premises and amend certain provisions of the Agreement related to the use and rent of these Service Center premises.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Lessor and Lessee hereby agree to amend the Rental Car Concession and Lease Agreement as follows:

1. Section 1.17 of the Agreement is deleted in its entirety and replaced with the following:

“Leased Premises” or “Premises” shall mean the areas leased to Lessee to conduct business as set forth on Exhibits “A,” “B,” and “D” and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all

easements (excluding easements for light and air), rights of way, and appurtenances pertaining thereto.

2. Section 1.27 of the Agreement is deleted in its entirety and replaced with the following:

“Service Center” shall mean that consolidated area of the Airport designed by the Lessor for the servicing and fueling of rental vehicles.

3. Section 1.28 is hereby added to the Agreement as follows:

“TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successors(s).

4. Section 5.1 of the Agreement is deleted its entirety and replaced with the following:

In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property designated for Lessee shown on Exhibits “A” and “B” for its exclusive use and the property designated as Exhibit “D” for its joint use with other tenants.

5. Section 5.7 of the Agreement is deleted in its entirety and replaced with the following:

Service Center. The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of two detail bays, offices, breakrooms, and storage/telecom rooms, exclusive use of twelve 180’ fleet holding lanes and zero 40’ fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit “D.”

6. Section 8.6 is hereby added to the Agreement as follows:

Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.
- (4) Loading and unloading of vehicles for rental at the Airport from vehicle haulers.

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport

Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

7. Section 17.2.2 is hereby deleted in its entirety and replaced with the following:

17.2.2 For the period commencing March 1, 2020 through February 28, 2025, Lessee shall pay the sum of \$1,916.25 per month for Ready Return Block “D.”

8. Section 17.2.3 is hereby added to the Agreement as follows:

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Upon effective date of this Amendment, Lessee shall pay the sum of \$5,400 per month on the first day of the month, for its 25 percent share of the estimated operating and maintenance costs of the Service Center for the five-month period October 1, 2023 to February 28, 2024. Effective March 1, 2024, Lessee shall pay on a monthly basis, the sum of one-twelfth of its 25 percent share of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2024 to February 28, 2025. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on October 1, 2023.

At the end of each contract year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee’s 25 percent proportionate share for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next contract year, except that any excess payment during the final contract year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of

any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean and sanitary condition as it determines, in its sole discretion. The first five-months operating and maintenance budget is set forth in Exhibit “E”.

9. Section 17.2.4 is hereby added to the Agreement as follows:

Fuel Use Reimbursement. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor reimbursement for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.

10. Section 41.6 is hereby added to the Agreement as follows:

Stormwater Pollution Prevention. The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

- A. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;

2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and

3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

B. Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

C. Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

D. Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

11. Exhibit "D" – Service Center is hereby added to the Agreement.

12. Exhibit "E" – Service Center Rent and O&M Budget is hereby added to the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective October 1, 2023.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

By: _____

Garnett L. Johnson, Mayor

Dan Troutman, Chairman

Attest:

Attest:

Lena Bonner, Clerk of Commission

Dereena Harris, Clerk, Aviation Commission

Date: _____

Lessee

By: _____

Lessee Name & Title

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Wayne Brown, General Counsel

Date: _____

EXHIBIT D SERVICE CENTER

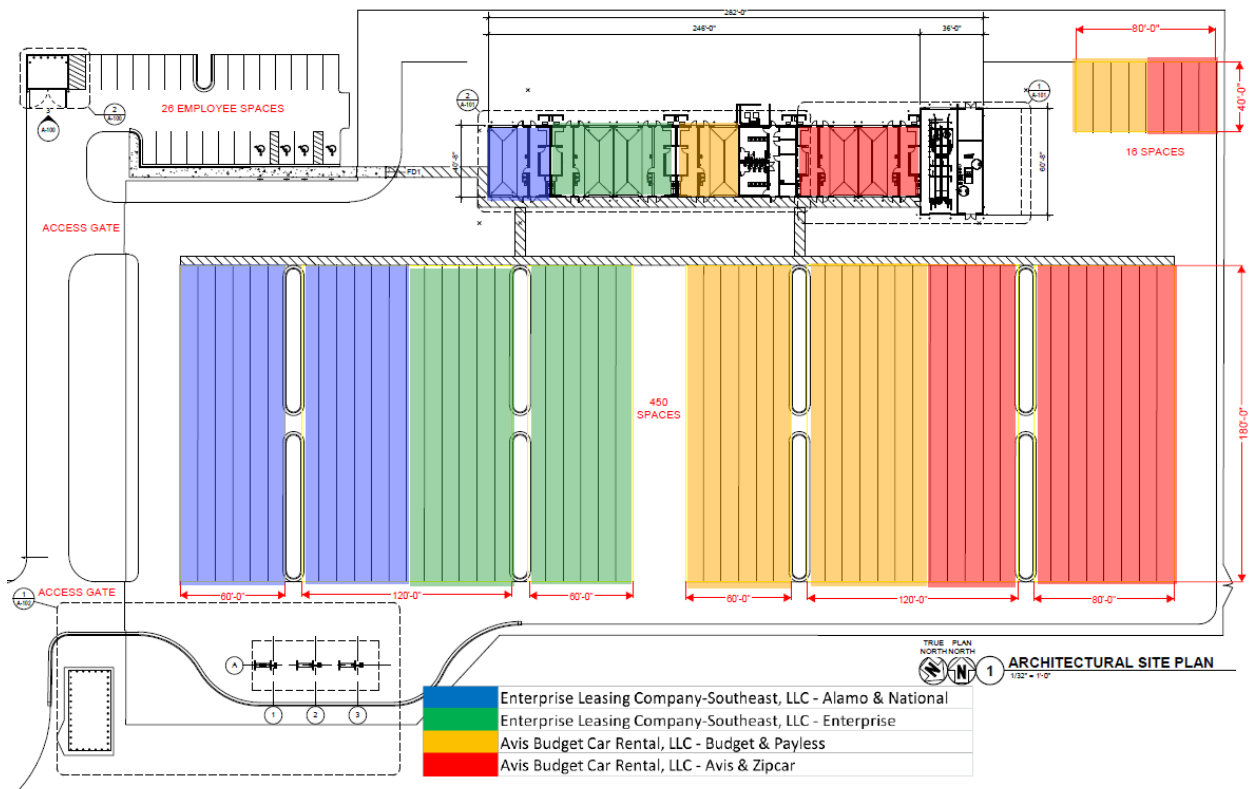


EXHIBIT E
SERVICE CENTER RENT AND O&M BUDGET

Annual Land Rent - 11 acres / \$0.35/square foot/year	\$ 167,706	
To be funded with CFCs		
O & M Expense	Total (12 months)	10/1/23 - 2/28/24 (5 months)
Utilities - Water/Sewer	\$ 7,650	\$ 3,188
Utilities - Refuse	3,200	1,333
Utilities - Electricity	19,000	7,917
HVAC Maintenance	3,200	1,333
Data Services (fiber, phone, etc.)	3,825	1,594
Soap/Detergent Supplies/Car Wash Components	53,000	22,083
Janitorial Supplies	10,200	4,250
Gate Maintenance	12,720	5,300
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Minor Capital Improvements	12,720	5,300
Pest Control	325	135
Fire Alarm Monitoring/Security System	1,060	442
Janitorial Labor	30,000	12,500
Management/Administration Labor	16,500	6,875
Insurance	2,250	938
Stormwater Fees	9,900	4,125
Total O & M Expenses	\$ 216,000	\$ 90,000
Reserve for Major Repair & Replacement		
12 month reserve to be funded across 5 years	\$ 43,200	\$ 18,000
Total - Budget	\$ 259,200	\$ 108,000

AMENDMENT NO. 1 TO RENTAL CAR CONCESSION AND LEASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE RENTAL CAR CONCESSION and LEASE AGREEMENT (Agreement) is made by and between Augusta, Georgia (Lessor) acting by and through the Augusta Aviation Commission (Commission), and Avis Budget Car Rental, LLC d/b/a Budget Rent A Car System, Inc. and Payless, Inc., a corporation existing under the laws of the state of New Jersey (Lessee).

WITNESSETH:

WHEREAS, the Augusta Regional Airport (Airport) is owned by Augusta, Georgia and operated by the Commission; and

WHEREAS, the Commission has the right to grant the privilege of occupancy of portions of the Airport to Lessee and others, in accordance with applicable Augusta, Georgia Ordinances and subject to the terms and conditions hereinafter set forth; and

WHEREAS, Lessee is a corporation primarily engaged in the business of renting automobiles to Airport passengers and the public; and

WHEREAS, on March 1, 2020, the Lessor and Lessee entered into a Rental Car Concession and Lease Agreement which anticipated the construction of a common use service facility; and

WHEREAS, the parties hereto now desire to set forth the actual area and commencement date for occupancy of the Service Center premises and amend certain provisions of the Agreement related to the use and rent of these Service Center premises.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Lessor and Lessee hereby agree to amend the Rental Car Concession and Lease Agreement as follows:

1. Section 1.17 of the Agreement is deleted in its entirety and replaced with the following:

“Leased Premises” or “Premises” shall mean the areas leased to Lessee to conduct business as set forth on Exhibits “A,” “B,” and “D” and incorporated herein by reference, together with all improvements located thereon, any improvements to be constructed, and all

easements (excluding easements for light and air), rights of way, and appurtenances pertaining thereto.

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“Service Center” shall mean that consolidated area of the Airport designed by the Lessor for the servicing and fueling of rental vehicles.

3. Section 1.28 is hereby added to the Agreement as follows:

“TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successors(s).

4. Section 5.1 of the Agreement is deleted its entirety and replaced with the following:

In consideration of the terms and conditions set forth herein, the Lessor has leased and does hereby lease to Lessee and Lessee does hereby rent and lease from the Lessor, the property designated for Lessee shown on Exhibits “A” and “B” for its exclusive use and the property designated as Exhibit “D” for its joint use with other tenants.

5. Section 5.7 of the Agreement is deleted in its entirety and replaced with the following:

Service Center. The Lessor shall provide Lessee the real property located at 1351 Majestic Skies Way encompassing 11 acres of improved land, including the exclusive use of one detail bay, office, breakroom, and storage/telecom room, exclusive use of thirteen 180’ fleet holding lanes and four 40’ fleet holding lane(s). The Lessor shall provide Lessee the joint use of: (1) common use restrooms, (2) car wash bay, (3) employee parking area, (4) fuel storage and fuel island, and (5) all associated facilities and landscaping at the Service Center as depicted on Exhibit “D.”

6. Section 8.6 is hereby added to the Agreement as follows:

Lessee’s use of the Service Center designated in Section 5.7 herein above are limited to the following activities:

- (1) Maintenance which includes vehicle fueling, washing, cleaning, fluid top-offs, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this Agreement.
- (2) Washing of vehicles only in the car wash bay designated for that purpose.
- (3) Storage of its on-airport vehicles in the spaces allotted to Lessee prior to being serviced and prior to their return to the Ready Return Block after being serviced. Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Center.
- (4) Loading and unloading of vehicles for rental at the Airport from vehicle haulers.

Prohibited activities at the Service Center include:

- (1) Parking of personal vehicles anywhere at the Service Center other than that area specifically identified by Lessor for Lessee's employee parking.
- (2) Permitting employees to vacuum, wash or fuel their personal vehicles at the Service Center.
- (3) Utilizing the Service Center for any maintenance not described in permitted activities above.
- (4) Fluid replacement including oil changes, hydraulic fluid, antifreeze, and brake fluid.
- (5) Storage of damaged vehicles or any vehicles not directly related to Lessee's business activities at the Airport.
- (6) Allowing customers or the general public to enter the Service Center.
- (7) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.
- (8) Allowing trash to litter the Service Center. All trash generated by Lessee in its exclusive use space must be immediately placed in trash receptacles, which Lessee's employees are responsible for emptying into the dumpster provided by Lessor. Lessee agrees to keep the outdoor portions of the Service Center clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. Bins and containers of a type and location approved by the Airport

Executive Director or his/her designee may be maintained for the temporary storage of garbage or refuse.

7. Section 17.2.2 is hereby deleted in its entirety and replaced with the following:

17.2.2 For the period commencing March 1, 2020 through February 28, 2025, Lessee shall pay the sum of \$1,916.25 per month for Ready Return Block “E.”

8. Section 17.2.3 is hereby added to the Agreement as follows:

17.2.3 Operating And Maintenance Cost Allocation And Payment By Lessee – Upon effective date of this Amendment, Lessee shall pay the sum of \$5,400 per month on the first day of the month, for its 25 percent share of the estimated operating and maintenance costs of the Service Center for the five-month period October 1, 2023 to February 28, 2024. Effective March 1, 2024, Lessee shall pay on a monthly basis, the sum of one-twelfth of its 25 percent share of the estimated operating and maintenance costs of the Service Center for the twelve-month period March 1, 2024 to February 28, 2025. If at any time during the term of this Agreement the total monthly payments remitted by lessees falls short of the funds required to operate and maintain the Service Center, Lessor may require additional proportionate funding payments from each Lessee. Lessee agrees to provide the Lessor with rental car transaction information monthly as part of its monthly report to the Lessor commencing on October 1, 2023.

At the end of each contract year, the Lessor shall provide a statement of expenses to each lessee reconciling total Service Center operating and maintenance costs incurred, allocation of such costs to each lessee based on lessee’s 25 percent proportionate share for the period covered, and calculation of any over or under payments made by each lessee. In the event the amount of payments made by Lessee exceeds the total of any payments due based on the reconciliation, the excess payment shall be credited against payments for the next contract year, except that any excess payment during the final contract year of this Agreement will be returned to the Lessee within thirty (30) days of the calculation of the reconciliation. In the event the amount of payments made by Lessee is below the total of

any payments due based on the reconciliation, the Lessee will remit such underpayment to the Lessor within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice confirming their underpayment.

Monthly Service Center operating and maintenance expenses will include all costs incurred by the Lessor to operate and maintain the Service Center in good, clean and sanitary condition as it determines, in its sole discretion. The first five-months operating and maintenance budget is set forth in Exhibit “E”.

9. Section 17.2.4 is hereby added to the Agreement as follows:

Fuel Use Reimbursement. On a monthly basis, Lessee, upon receipt of invoice from Lessor, shall pay to Lessor reimbursement for fuel gallons purchased at the fuel-dispensing unit at the Service Center during previous month.

10. Section 41.6 is hereby added to the Agreement as follows:

Stormwater Pollution Prevention. The Lessor complies with Georgia Environmental Protection Division (EPD) and the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by EPD. The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The Lessee shall not engage in any activity that results in a permit or EPD requirement being exceeded for specific pollutants based on the amount of leased building space. The Lessor may require reduction or elimination of activities as needed to meet permit requirements, as identified by the Lessor and at no additional compensation. As a matter of best management practice the:

- A. Lessee shall reduce non-storm water discharges to the maximum extent practicable by:

1. Frequent inspection and prompt repair of vehicles and any equipment stored on the Premises;

2. Cleaning up and properly disposing of spills – notifying the Airport Director immediately of any spills of hazardous materials; and

3. Requiring employee attendance in an annual Airport training program for BMP's and reduction of storm water pollution by sound environmental practices.

B. Lessee shall be responsible for fines assessed against the Lessor by EPD as a result of negligent activities by the Lessee or its employees.

C. Lessee, in conjunction with other Lessees, shall abide by the Lessor and Airport Department's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

D. Lessee, in conjunction with other Lessees, will be subject to quarterly inspections of the leased facility by Airport Operations to verify compliance.

11. Exhibit "D" – Service Center is hereby added to the Agreement.

12. Exhibit "E" – Service Center Rent and O&M Budget is hereby added to the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to be effective October 1, 2023.

Augusta, Georgia

Augusta Aviation Commission:

By: _____

By: _____

Garnett L. Johnson, Mayor

Dan Troutman, Chairman

Attest:

Attest:

Lena Bonner, Clerk of Commission

Dereena Harris, Clerk, Aviation Commission

Date: _____

Lessee

By: _____

Lessee Name & Title

Approved as to content:

By: _____

Herbert Judon Jr., Airport Executive Director

Approved as to form:

By: _____

Wayne Brown, General Counsel

Date: _____

EXHIBIT D SERVICE CENTER

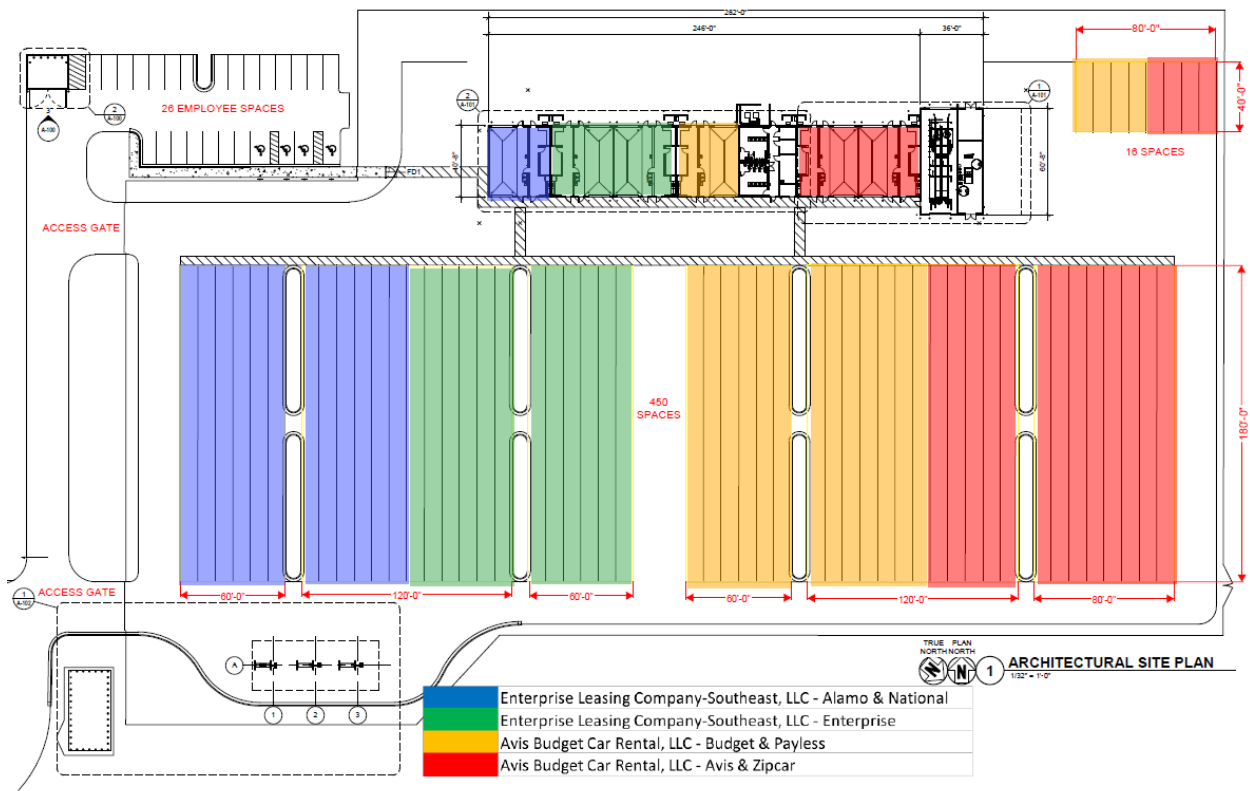


EXHIBIT E
SERVICE CENTER RENT AND O&M BUDGET

Annual Land Rent - 11 acres / \$0.35/square foot/year	\$ 167,706	
To be funded with CFCs		
O & M Expense	Total (12 months)	10/1/23 - 2/28/24 (5 months)
Utilities - Water/Sewer	\$ 7,650	\$ 3,188
Utilities - Refuse	3,200	1,333
Utilities - Electricity	19,000	7,917
HVAC Maintenance	3,200	1,333
Data Services (fiber, phone, etc.)	3,825	1,594
Soap/Detergent Supplies/Car Wash Components	53,000	22,083
Janitorial Supplies	10,200	4,250
Gate Maintenance	12,720	5,300
General Maintenance/Repairs	30,450	12,688
Minor Capital Improvements	12,720	5,300
Pest Control	325	135
Fire Alarm Monitoring/Security System	1,060	442
Janitorial Labor	30,000	12,500
Management/Administration Labor	16,500	6,875
Insurance	2,250	938
Stormwater Fees	9,900	4,125
Total O & M Expenses	\$ 216,000	\$ 90,000
Reserve for Major Repair & Replacement		
12 month reserve to be funded across 5 years	\$ 43,200	\$ 18,000
Total - Budget	\$ 259,200	\$ 108,000



Public Services Committee Meeting

Meeting Date: August 8, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Land Lease Agreement with Burrell Aviation Augusta LLC
Presenter:	Herbert Judon
Caption:	Motion to approve the Land Lease Agreement with Burrell Aviation Augusta LLC. Approved by the Augusta Aviation Commission on July 27, 2023.
Background:	Burrell Group recently contacted Airport staff with a request to lease approximately 669,000 square feet of land in the northwest quadrant of the airfield property for the purpose of constructing large aircraft hangars. The company will market the property to aviation/aerospace tenants and will develop the land in two phases.
Analysis:	<p>Phase 1 will include a large common-use hangar that will be marketed to the general aviation community. Phase 1 consists of approximately 282,000 square feet, which includes rights to the N-1 taxiway and ramp.</p> <p>The phase 1 property will be leased at thirty-five cents (\$0.35) per square foot for the unimproved land and fifty-three cents (\$0.53) per square foot for the improved paved surfaces. Phase 2 consists of approximately 387,000 square feet of unimproved land and will be leased at a cost of ten cents (\$0.10) per square foot. The reduced rate on Phase 2 basically acts as an Option to hold the land for future development. The agreement allows Burrell thirty-six months (36) to start construction on Phase 2. If construction has not commenced within thirty-six months, the property is either relinquished back to the Airport or the company will be required to start remitting the full ground lease rate of thirty-five cents (\$0.35) per square foot per year. If no development has commenced on Phase 2 for a period of forty-eight months, the Phase 2 parcel of land will revert back to the Airport.</p>
Financial Impact:	The ground lease will provide approximately \$163,000 revenue annually to the Airport. Once the first hangar has been constructed and tenants are acquired for the facility, the based aircraft will generate additional fuel sales.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on July 27, 2023.
Funds are available in the following accounts:	N/A

**REVIEWED AND
APPROVED BY:**

N/A

Item 10.

STATE OF GEORGIA RICHMOND COUNTY

AUGUSTA REGIONAL AIRPORT PROPERTY LEASE AGREEMENT

THIS PROPERTY LEASE AGREEMENT ("Lease"), made as of the date of the last of the parties' signatures below (hereinafter referred to as the "Effective Date"), between BA Augusta, LLC, a Delaware limited liability company (hereinafter referred to as "Lessee"), and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Augusta Aviation Commission (hereinafter referred to as "Lessor").

WITNESSETH:

WHEREAS Lessor is the owner of certain land in Augusta, Georgia located within the Augusta Regional Airport (hereinafter "Airport"); and

WHEREAS Lessee desires a lease to certain property located at the Airport, and to obtain certain rights in connection therewith, more fully described hereinafter, for the initial purpose of constructing a facility for aircraft storage; and

WHEREAS Lessor deems it advantageous to itself and to the operation and development of the Airport to lease the premises described below, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above-mentioned property and the terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each Party, Lessor and Lessee agree as follows:

ARTICLE I

PREMISES

Lessor hereby lets and demises to Lessee for its exclusive use, subject to existing easements and right of ways, a parcel of land situated at the Augusta Regional Airport having an area of approximately 519,000 square feet of unimproved land and 150,000 square feet of paved concrete ramp and taxilane, as identified in Exhibit "A," attached hereto and hereinafter referred to as "the Property."

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

A. Representations by the Lessor.

Lessor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

1. Creation and Authority. Lessor is a political subdivision of the State of Georgia. Lessor is the owner of the Property referenced herein below. Lessor has all requisite power and authority to lease the same to the Lessee, enter into and perform its obligations under, and to exercise its rights under this Lease.

2. Lessor warrants to Lessee, that Lessor has the right to execute this lease and to convey the rights herein granted, and Lessor will defend the said rights to Lessee, its successors and assigns, against all claims.

3. Lessor warrants and covenants as the basis for the undertakings on its part herein contained: (i) As of the Effective Date, all governmental and quasi-governmental approvals required for the making of this Lease and the exercise by Lessee of the rights granted to Lessee hereunder have been obtained; (ii) the Property is free of defects or restrictions that would materially and adversely impede the exercise of the rights granted under this Lease; and (iii) the Property currently has, and shall have throughout the Term, direct vehicular access to and from the nearest public right of way.

B. Representations by the Lessee.

Lessee makes the following representations and warranties as the basis for the undertakings on its part herein contained:

1. Organization and Power. Lessee is a limited liability company and has all requisite power and authority to enter into this Lease, perform its obligations, and exercise its rights under the same.

2. Agreements are Legal and Authorized. Lessee warrants that the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of Lessee, (ii) have been duly authorized by all

necessary and appropriate action on the part of Lessee, (iii) have been duly executed and delivered on the part of Lessee, (iv) are legal, valid and binding as to Lessee, subject to bankruptcy, moratorium and other equitable principles, and (v) will not conflict with or constitute on the part of Lessee a violation of, or a breach of or a default under, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, pledge, note, lease, loan, installment sale agreement, contract, or other agreement or instrument to which the Lessee is a party or by which Lessee or its properties are otherwise subject or bound which would have a material adverse impact on the Lessee's ability to perform its obligations hereunder, or any judgment, order, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Lessee or any of its activities or properties.

ARTICLE III

LEASING CLAUSE

A. Lessor, for and in consideration of the Public Benefit, the performance to be rendered to or for the benefit of Lessor by Lessee, and the other benefits to be received by Lessor and the members of the public residing within the borders of Lessor as result of this Lease, hereby leases and demises to Lessee, the Property, and Lessee, for and in consideration of the covenants and agreements herein contained to be kept or performed by Lessor, hereby leases from Lessor subject to and in accordance with the terms and conditions of this Lease, the Property, as follows.

- a. Parcel A, consisting of approximately 132,000 square feet of unimproved land with an additional approximately 150,000 square feet of paved concrete ramp and taxilane, for a total of approximately 282,000 square feet.
- b. Parcel B, consisting of approximately 387,000 square feet of unimproved land.

B. For Parcel A: That for and in consideration of the sum of thirty-five cents (\$0.35) per square foot for unimproved land and fifty-three cents (\$0.53) per square foot for those paved surfaces constructed by Lessor, paid by Lessee to Lessor each year, paid on a monthly basis, and the mutual agreements contained herein, and subject to the terms and conditions hereinafter stated, Lessor has this day leased to Lessee, its successors and assigns, and the Lessee has leased from Lessor, its successors and assigns, an approximately two hundred and eighty two thousand (282,000) square foot parcel of land, identified in Exhibit "A," attached hereto and hereinafter referred to as "Parcel A", Parcel A being located at the Airport; provided, however, that no sum

shall be payable until the date occurring one year after the Effective Date (the "Rent Commencement Date").

For Parcel B: That for and in consideration of the sum of ten cents (\$0.10) per square foot, paid by Lessee to Lessor each year, paid on a monthly basis, Lessor agrees they shall not (i) directly or indirectly, through any other party, engage in any negotiations with or provide any information to any other person, firm or corporation with respect to leasing the parcel; (ii) directly or indirectly, through any other party, solicit any proposal relating to the lease of, or other transaction involving, the parcel; and (iii) otherwise encumber the parcel for a period of thirty-six (36) months. In the event Lessee commences construction on Parcel B anytime within this thirty-six (36) month period, the leasing considerations will be consistent with those identified for Parcel A in Article III, Leasing Clause, Section B. In the event Lessee fails to move forward with development of Parcel B during this time frame, Lessee shall have the option to either:

- i. Relinquish Parcel B back to the Lessor through an amendment to the ground lease agreement or,
- ii. Remit rent at the full land rental rate for the ensuing twelve (12) months after which, if Lessee fails to move forward with development, Parcel B will be relinquished to the Lessor through an amendment to the ground lease agreement.

C. The foregoing lease rate for Parcel A will be increased every year on the anniversary of the Rent Commencement Date by the amount of three (3%) percent of the then-current lease rate. Lessor reserves the right to have the Property independently appraised after five (5) years to evaluate fair market value for the Property (excluding Lessee improvements) in keeping with FAA guidance. If the Lessee so desires, Lessee will have the right to commission an independent appraisal at their expense. The two appraisals will be averaged to determine a new lease rate if applicable. Any increase in the lease rate shall be capped at 10% of the lease rate applicable during the fifth year of the Term. Any fair market adjustment as described above shall apply during the sixth year of the Term. Thereafter, Lessor will have the right to reappraise the property every ten (10) years, under the same process and parameters as described above (appraisal to be independent, Lessee right to its own independent appraisal and averaging of rates, and any increase capped at 10% of the preceding year's rate). Any fair market adjustment shall apply during the first year following the appraisal. The lease rate will be increased every subsequent year on the anniversary of the Rent Commencement Date by the amount of three percent (3%) of the then-current lease rate.

D. Permitted Improvements. Notwithstanding anything in Section A of Article VII or anything else in this Lease to the contrary, Lessor further agrees that Lessee may install and construct improvements on the Property in accordance with Airport guiding documents, i.e. Rules Governing Use of the Augusta Regional Airport at Bush Field, Augusta Aviation Commission Development Standards, federal, state, and local laws and ordinances.

ARTICLE IV

TERM; POSSESSION

A. Effective Date; Lease Term; Default.

This Lease shall become effective upon the Effective Date, for a period ending on the day immediately preceding the date that is twenty-five (25) years from the Rent Commencement Date, unless renewed as provided for below (such period, including any renewals, the “Term”).

Term Extension Options: This Lease Agreement may be renewed by Lessee, at Lessee’s option, provided that no Event of Default is then currently outstanding or occurring, for two successive ten-year (10) Terms, at the rate contained above in Article III. Said renewal notice shall be given in writing to Lessor at least one hundred eighty (180) days prior to the expiration of the then-current Term. Upon expiration of the Term, Property will revert to Airport as identified in Article VII E. Reversion Clause. Lessee will have the first right of refusal at the subsequent lease on the Property.

1. Event of Default by Lessee; Remedies. Upon the occurrence of an “Event of Default” under this Lease, the Parties shall have all rights and remedies available at law or in equity and the right to terminate this Lease upon the other Party’s failure to cure. The following shall be deemed an “Event of Default” of this Lease upon the occurrence thereof:

(a) The failure of Lessee to pay when due any rent payable pursuant to this Lease, if such failure remains un-remedied for a period of thirty (30) days after written notice thereof from Lessor;

(b) Lessee's default in the observation or performance of any covenant or obligation hereunder and the failure of Lessee to remedy such default for a period of sixty (60) days after receipt of written demand from Lessor to remedy the same. Said demand is not effective unless it specifically describes the default that is the subject of the demand. If Lessee commences, within the foregoing sixty

(60) day period, corrective action with respect to said default and is diligently pursuing the same, the deadline by which the default must be remedied shall be extended by such period as to allow reasonably sufficient time, as approved by Lessor, for Lessee to correct the default, provided Lessee commences and continues with diligence to correct such default. Should Lessee need additional time to correct the default, they must provide the details in writing with a request for extension to the Augusta Aviation Commission for review and approval, which approval shall not be unreasonably withheld;

(c) The commencement by or against Lessee, as a debtor, of a proceeding under the Bankruptcy Code or any other bankruptcy, arrangement, reorganization, receivership, custodianship or similar proceeding under any federal, state or foreign law, and such proceeding is not dismissed with prejudice within sixty (60) days of such filing;

(d) Lessee makes a general assignment for the benefit of creditors or applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for Lessee or the property of Lessee or any part thereof, or in the absence of such application, consent, or acquiescence, a trustee, receiver or other custodian is appointed for Lessee or the property of Lessee or any part thereof, and such appointment is not discharged within sixty (60) days;

(e) The commencement of an action against Lessee to foreclose any lien or mortgage or other rights of Lessee in or to the Property (excluding foreclosure of a Leasehold Mortgage in accordance with Section 5 of Article VI) and the continuation thereof unless a dismissal or termination of such action is made within sixty (60) days.

(f) The abandonment by Lessee of the Property (as described in Section F of Article VII), except in connection with its surrender thereof to an approved assignee, sub-lessee, mortgagee or other party properly succeeding to Lessee's interest hereunder.

(g) The failure to fulfill any requirements or provisions that are stated to be an "Event of Default" in any Section or Sub-Section of this Lease.

Upon an Event of Default by Lessee as set forth above Lessor may give Lessee written notice of its intention to terminate this Lease, which termination shall be effective thirty (30) days after delivery of said notice. Provided, however, that the notice of intent to terminate shall be of no force or effect if Lessee shall have remedied the breach prior to the termination date described therein. Upon such termination Lessee's rights, including the rights of any sub-lessee, to possession of the Property shall

cease. Any termination under this section must be expressly noticed as set forth herein, and neither notice to pay rent or to deliver up possession of the Property given pursuant to law, nor any proceeding instituted by Lessor, nor the failure by Lessee for any period of time to pay any of the rent herein reserved, shall of itself operate to terminate this Lease. Any lease of office or other space on or in any improvement constructed or placed on the Property shall provide for termination thereof in the event Lessor terminates this Lease pursuant to this section. All personal property on the Property after termination of this Lease shall be deemed abandoned by Lessee and subject to removal by Lessor. Lessee shall save Lessor harmless and reimburse Lessor for any costs, loss or damages occasioned by the removal of personal property as authorized under this Lease.

2. Event of Default by Lessor; Remedies. Lessor shall be deemed in material breach of this Lease upon the occurrence of any of the following:

(a) Lessee, for a period of thirty (30) consecutive days, is unable to use the Property because of any law, rule, regulation or other action or failure to act on the part of any governmental authority having jurisdiction over the Property or the Airport, provided the inability to use the Property is not due to an act or omission of Lessee, its representatives, successors and assigns, and is within the control of Lessor; or

(b) Lessor's default in the observation or performance of any covenant or obligation hereunder and the failure of Lessor to remedy such default for a period of thirty (30) days after receipt of written demand from Lessee to remedy the same. Said demand is not effective unless it specifically describes the default that is the subject of the demand. If Lessor commences, within the foregoing thirty (30) day period, corrective action with respect to said default and is diligently pursuing the same, the deadline by which the default must be remedied shall be extended to allow reasonably sufficient time for Lessor to correct the default.

Upon material breach by Lessor as set forth above, Lessee may, in addition to all other rights, remedies and recourses afforded Lessee hereunder or by law or equity, take the following actions:

(a) give Lessor written notice of its intention to terminate this Lease, which termination shall be effective thirty (30) days after delivery of said notice; provided, however, that the notice of intent to terminate shall be of no force or effect if Lessor shall have remedied the breach prior to the termination date described therein; or

- (b) at its sole election (but not as its exclusive remedy), perform or observe the covenants, agreements, or obligations which are asserted to have not been performed or observed at the expense of Lessor and to recover all reasonable costs or expenses incurred in connection therewith or to offset Rent to the extent of such costs and expenses

3. Remedies Cumulative; No Implied Waiver.

All rights and remedies of Lessor and Lessee contained in this Lease, or based in law or equity shall be construed to be cumulative, and no such right or remedy shall be exclusive of any other unless so stated herein. No waiver of any default or breach of this Lease shall be implied from any acceptance by Lessor of any rent or other payments due hereunder or any omission by Lessor or Lessee to take any action on account of such default or breach if such default or breach persists or is repeated, and no express waiver shall be effective in a manner other than as expressly specified in said waiver. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee. No waiver by either party of the other party's default or breach of any of its obligations hereunder shall be construed to be or act as a waiver by the non-defaulting/breaching party of any subsequent default or breach by the defaulting/breaching party.

B. Notwithstanding any expiration or termination of this Lease, those covenants and obligations that are stated herein shall survive the expiration or termination of this Lease.

C. Delivery of Possession.

Lessee shall, commencing with the Effective Date of this Lease, have possession, custody, and control of the Property as it exists on such date, and the Lessee hereby accepts such possession, custody, and control "as is;" provided that, Lessor is not aware of any Recognized Environmental Conditions (RECs) with respect to the Property. "Recognized Environmental Condition" means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. Lessor covenants and

agrees that it shall not take any action, permit others to take any action, or omit to take any action and/or permit others to omit to take any action to prevent Lessee from having peaceful possession and quiet enjoyment of the Property during the Lease term. Lessor shall, at the request of Lessee, cooperate with Lessee to ensure that Lessee has peaceful possession and quiet enjoyment of the Property.

Prior to the Rent Commencement Date, Lessee shall be entitled to conduct a phase 1 environmental site assessment (ESA) at its own expense with respect to the Property. In the event the ESA identifies any RECs, Lessee shall not disclose any of the findings to Lessor, but Lessee shall have the option to terminate this Lease.

D. Acceptance of Possession.

Lessee warrants that it has inspected the Property and, subject to the express representations and warranties made by Lessor in this Lease, accepts possession of the Property and the improvements thereon "as is" in its present condition, except as provided above, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), Laws of the State of Georgia, and by ordinances of Lessor, and admits its suitability and sufficiency for the uses permitted hereunder.

E. Quiet Enjoyment, Ingress and Egress.

Lessor covenants and warrants that Lessee, as long as Lessee shall pay the rent herein stipulated and shall perform the duties and obligations herein agreed to be performed, shall peaceably and quietly have, hold, and occupy and shall have the exclusive use and enjoyment of the Property during the term of this Lease and any extensions thereof, including but not limited to ingress and egress for Lessee and its employees.

F. Entry upon Property.

Lessor may enter upon the Property upon reasonable notice and may be escorted at Lessee's option, for any purpose necessary, incidental to or connected with the exercise of its governmental functions, or to inspect the Property for compliance with all applicable laws, rules, regulations and covenants hereunder or to prevent waste, loss or destruction.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS BY LESSEE

Lessee hereby leases the Premises subject to, and Lessee hereby agrees to comply at its own cost with the following, as applicable, which shall collectively be referred to as the “Airport Standards”: (a) all applicable building codes, zoning regulations, and county, state and federal laws, ordinances and regulations governing or regulating the Premises or its uses, (b) all covenants, easements and restrictions of record, (c) all governmental permits applicable or affecting the Premises now and in the future, such as stormwater and other environmental permits (d) Airport Rules and Regulations; (e) The Augusta Regional Airport Minimum Operating Standards, (f) Augusta Aviation Commission Development Standards (g) the Airport Security Plan; (h) the Airport Emergency Plan; (i) the Airport Certification Manual, and (j) any subsequently adopted Master Plan applicable to the Airport, all as the same may be enacted and amended from time to time.

A. Tenant Development Plan

1. Within one hundred fifty (150) days from the Effective Date of this Lease, Lessee shall submit a Tenant Development Plan to the Executive Director, or his designee, for his approval as set forth herein. If Lessee fails to submit a Tenant Development Plan to Airport within this period, Airport may, at any time prior to submission of a Tenant Development Plan to Airport, terminate this Lease immediately by written notice to Lessee notwithstanding anything to the contrary herein.

2. The Tenant Development Plan must include a specific description of all improvements to be initially designed and constructed upon the Real Property by Lessee (the “Tenant Improvements”) The Tenant Development Plan must be sufficient in all respects to allow Airport to evaluate it for compliance with the requirements of this Lease, including all Airport Standards. In addition, the Tenant Development Plan also must include a time line for the design and construction of the Lessee Improvements by Lessee with no less than four specific benchmark dates consisting of a date for construction commencement and for completion for all construction, as well as dates for at least two other significant events in the construction of the Lessee Improvements (the “Benchmarks”); designations and restrictions for the use of certain areas on the Premises; the total cost for the Lessee Improvements; and any other pertinent information regarding the development of the Premises. The Tenant Development Plan must comply with all Airport Standards.

3. Within thirty (30) days of receipt of the proposed Tenant Development Plan, the Executive Director shall review and approve or disapprove, not to be unreasonably withheld, the proposed Tenant Development Plan submitted by Lessee. The sole method of acceptance of the Tenant Development Plan by Airport is execution by the Executive Director a Letter of Acceptance of Final Design. The failure of the Executive Director to respond to any submission by Lessee within the required time period shall not be deemed an acceptance. The Tenant Development Plan as finally approved by the Executive Director shall become the "Approved Tenant Development Plan." The Approved Tenant Development Plan may be modified by Lessee only if such modifications are approved in advance and in writing by the Executive Director, in his sole discretion.

4. If the Executive Director disapproves the Tenant Development Plan or any subsequently submitted modified Tenant Development Plan, the Executive Director will inform Lessee in writing of its disapproval with details as to the reasons for such disapproval and/or request for further clarification of the Tenant Development Plan elements. Lessee shall respond within forty five (45) days with a modified Tenant Development Plan or subsequent modified Tenant Development Plan. Modified Tenant Development Plans submitted by Lessee may include revised dates as compared to previously submitted Tenant Development Plans to account for delays necessitated by resubmission. The parties agree to negotiate in good faith to resolve any conflicting issues that may arise, but if the parties cannot agree to a Tenant Development Plan, Airport or Lessee may terminate this Lease by ten (10) days written notice to the other and, in that event, no recourse or damages shall be available to either party. During such termination notice period, Lessee may choose to accept any proposed Tenant Development Plan which the Executive Director previously provided, in writing to Lessee, would be acceptable, and in such event the termination by Airport shall be revoked.

5. In the event that Lessee fails to timely complete a Benchmark, except due to force majeure or the act or omission of Airport, then the Airport may terminate this Lease, notwithstanding Section 21, following written notice from Airport providing ninety (90) business days to complete the Benchmark. The Benchmark of completion of all construction shall be fulfilled when applicable temporary and/or permanent certificates of occupancy or equivalent approvals have been issued for all structures shown on the Tenant Development Plan. The determination of completion of any other Benchmarks shall be at Airport's reasonable judgment, which shall be exercised in good faith.

B. Construction by Lessee.

1. During the Term of this Lease, Lessee may, with the prior written approval of the Executive Director, construct, add to or alter the Lessee Improvements on the Premises subject to all terms and conditions set forth herein. Any such construction, including construction of the Lessee Improvements, any addition, or any alteration will be performed in a workmanlike manner in accordance with all applicable governmental regulations and requirements and the Airport Standards, and shall not weaken or impair the structural strength of any existing improvement or reduce the value of the Premises or any improvements thereon. The approval of the Executive Director shall not be required for interior alterations or improvements, provided that such interior alterations or improvements do not require Lessee to obtain a building permit pursuant to County Ordinance for such interior alterations or improvements. Within thirty (30) days of completion of any construction during the term hereof, including the Lessee Improvements and any other improvement and any addition or any alteration to either, Lessee shall provide a complete set of as-built drawings of same to Airport along with a certification of construction costs for all permanent improvements plus, to the extent not shown in the as-built drawings, additional drawings showing the location and details of installation of all equipment, utility lines, heating, ventilating, air-condition ducts and related matters. Lessee shall keep all said drawings current by updating the same in order to reflect thereon any changes or modifications which may be made in or to the Premises and shall provide such updates to Airport within thirty (30) days of such change or modification.

2. Design and construction specifications and documents for the Lessee Improvements must be reviewed and approved in writing for conformance with the Tenant Development Plan by the Executive Director or his designee prior to commencement of construction. The design documents for any construction, including the Lessee Improvements, any addition, or any alteration must be prepared by appropriately licensed design professionals and must be reviewed and approved in writing for conformance with the Airport Standards and the Tenant Development Plan by the Executive Director or his designee prior to commencement of construction.

3. Unless expressly waived in writing by the Airport, all construction, including the Lessee Improvements, any additions, or any alterations, the cost of which (including any site preparation, demolition or other related work) will exceed the sum of \$500,000.00, Lessee shall obtain and provide performance and payment bonds naming Airport and the leasehold mortgagee, if any, as the dual obligees or beneficiaries thereunder.

ARTICLE VI

FINANCING

Lessor shall consent to a mortgage or deed of trust on Lessee's leasehold interest hereunder ("Leasehold Mortgage") granted to a lending institution to secure a loan ("Leasehold Mortgagee"), the proceeds of which will be used entirely to pay for the construction of improvements on the Property and related costs, provided that the language of any such mortgage or deed of trust that requires the execution, approval, or consent of Lessor and of all related documents that require the execution, approval, or consent of Lessor shall be subject to the prior review and approval of legal counsel for Lessor. In no event shall the land comprising the Property be subject to mortgage or otherwise encumbered as security for any obligation of Lessee.

This Lease creates only the relationship of landlord and tenant between Lessor and Lessee; no estate in land shall pass out of Lessor, and Lessee shall have only a usufruct, which is not subject to levy and sale and may not be assignable in whole or in part by Lessee except as specifically provided in this Lease.

1. Right to Cure. Lessor shall give to such Leasehold Mortgagee a copy of each notice of default at the same time as any such notice shall be given by Lessor to Lessee, such copy to be addressed to Leasehold Mortgagee at the address last furnished to Lessor. Lessor shall accept performance by a Leasehold Mortgagee within the following periods of any obligation to be performed by Lessee under this Lease, with the same force and effect as though timely performed by Lessee:

(i) As to any rent and other sums payable under the Lease, within ninety (90) days after written notice from Lessor that Lessee has not cured such default within the cure period provided in the Lease.

(ii) As to all other defaults, within ninety (90) days after written notice from Lessor that Lessee has not cured within the applicable period provided in the Lease, or, if within such additional thirty (30) day period such default cannot be cured, to commence to so cure within such thirty (30) -day period and diligently and continuously proceed therewith to completion. In addition, in those instances that reasonably require any Leasehold Mortgagee to be in possession of the Property to cure any default by Lessee, the time allowed any Leasehold Mortgagee to cure any default by Lessee shall be deemed extended to include the reasonable period of time required by any Leasehold Mortgagee to obtain such possession of the Property with due diligence, and in those instances in which any Leasehold Mortgagee is prohibited by any process or injunction or any bankruptcy or insolvency proceeding

involving Lessee from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the time herein allowed any Leasehold Mortgagee to prosecute such foreclosure or other proceeding shall be extended for the period of such prohibition; provided that, in either such instance, such Leasehold Mortgagee makes payments of rent and any other monetary payments to Lessor in accordance with the terms and within the time frames set forth in the Lease.

(iii) As to any default with respect to which a Leasehold Mortgagee is without the legal power to cure by payment or performance, a Leasehold Mortgagee shall have one hundred eighty (180) days after receipt of written notice from Lessor of such default within which to give Lessor written notice that the Leasehold Mortgagee either (i) elects to become the Lessee under this Lease or (ii) appoints a successor lessee, in either case in the place and stead of Lessee on all the terms, covenants, and conditions provided in this Lease and shall pay to Lessor all expenses and reasonable attorney fees incurred by Lessor in connection with such Event of Default.

2. Not an Assignment. The execution and delivery of any Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease, nor shall a Leasehold Mortgagee, as such, be deemed an assignee of this Lease so as to require such Leasehold Mortgagee to assume the performance of any of the terms, covenants, or conditions on the part of Lessee to be performed hereunder.

3. No Modifications. Anything herein contained to the contrary notwithstanding, Lessor and Lessee mutually agree that as long as there exists an unpaid Leasehold Mortgage on the leasehold estate of Lessee, this Lease or any renewal thereof shall not be modified, amended, or altered and Lessor shall not accept a surrender of the Property or a cancellation of this Lease (provided a Leasehold Mortgagee remedies any Event of Default as provided in this Article) before the expiration or sooner termination thereof, without the prior written consent of Leasehold Mortgagee.

4. Estoppel Certificate. Lessor agrees for the benefit of any Leasehold Mortgagee that at any time, and from time to time, on not less than twenty (20) days' prior notice from Lessee or from a Leasehold Mortgagee, to deliver a certificate to Lessee and to the Leasehold Mortgagee stating that this Lease is unmodified (or, if there have been modifications, setting them forth) and in full force and effect, the dates to which Rent and other charges have been paid, and that either Lessee is not in default in the performance of any of the terms or provisions of this Lease or, if there are defaults, specifying the nature thereof with sufficient particularity that Lessee and the Leasehold Mortgagee will know the nature of

the acts that must be performed and the amounts of the payments that must be made to cure any such defaults, it being agreed that any such certificate delivered pursuant to this paragraph may be relied on by any prospective assignee of Lessee's interest in this Lease or by any Leasehold Mortgagee or prospective Leasehold Mortgagee.

5. Requirements. The foreclosure of a Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in any Leasehold Mortgage, or any conveyance of the leasehold estate created hereby from Lessee to any Leasehold Mortgagee or its affiliate through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall be subject to all notice provisions required under Federal, Georgia or Local Law, and not breach any provision of or constitute an Event of Default under this Lease, and on such foreclosure, sale, or conveyance, Lessor shall recognize any Leasehold Mortgagee or such affiliate or designee of any Leasehold Mortgagee, or any purchaser at such foreclosure sale, as Lessee hereunder; however, such recognition shall be conditioned upon notice being provided and the execution of documents that are required by Federal, Georgia or Local Law and cannot be waived by Lessor.

ARTICLE VII

OBLIGATIONS OF LESSEE

A. Utilities.

Lessee shall pay for all maintenance and monthly service for water, electricity, sewer, gas and/or other utilities used on the Property throughout the term of this Lease. It is the responsibility of Lessee to connect to the utility service(s) available to the Property, and Lessor shall grant to all utility companies such easements as may be necessary to furnish said utilities to the Property. Lessor reserves the right to connect to water and sewer utility infrastructure constructed by Lessee.

B. Maintenance and Repair.

Except as may otherwise be provided for herein, the Lessor shall not be obligated to maintain or make any improvements, repairs, or restorations upon or to the Property or to any of the improvements presently located thereon. Lessor shall not have any obligation to repair, maintain, or restore, during the term of this Lease, any improvements placed upon the Property by Lessee, its successors and assigns.

C. Lessee shall, throughout the term of this Lease, assume the entire responsibility, cost, and expense for all repair and maintenance whatsoever on the Property, including all concrete pavement and taxiways constructed by Lessor, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise, and shall keep improvements thereon in a good workmanlike manner. Additionally, Lessee, without limiting the generality hereof, shall:

1. Keep at all times, in a clean and orderly condition and appearance, the Property, all improvements thereon, and all of the Lessee's fixtures, equipment, and personal property which are located on any part of the Property;
2. Provide and maintain on the Property all lights and safety equipment as required by law;
3. Repair any damage caused by Lessee or its invitees, employees, or contractors to paving, soils, water or other parts of the Property caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect thereon, and remediate any release caused by Lessee or any of its invitees and/or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency;
4. Maintain any landscaped areas on the Property;
5. Be responsible for the maintenance of all utility service lines placed on the Property and used by Lessee exclusively, including but not limited to, water lines, gas lines, electrical power and communications/IT connections, and lines for sanitary sewers and storm sewers;
6. Be solely responsible for maintaining the building on the Property, including specifically but not exclusively, the roof, structures, heating, air conditioning, plumbing, and electrical facilities located therein in good working condition and state of repair at all times during the Lease Term.
7. Be solely responsible for maintaining the paved surfaces on the Property, in accordance with FAA standards, including specifically but not exclusively, the aircraft parking ramp and taxiway extending from the Property to Taxiway Alpha.

D. Limitations on Use. In connection with the exercise of its rights under this Lease, Lessee shall not:

1. Do or permit its agents, employees, contractors, directors, or officers to do anything on or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the Property of the Airport.

2. Do or permit its agents, employees, contractors, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.

3. Dispose of any waste material or products (whether liquid or solid) taken from or used with respect to its aircraft or equipment into the sanitary or storm sewers at the Airport unless such waste material or products are disposed of in full and complete compliance with all Federal (including the U.S. Environmental Protection Agency), State, and County laws for disposal of such waste material and products.

4. Keep or store, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with Federal, State, and County laws, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.

5. Do or permit its agents, employees, contractors, directors, or officers to do any act or thing upon the Airport that will be in conflict with CFR Part 139 or jeopardize the Airport's operating certificate.

6. Do or permit its agents, employees, contractors, directors, or officers to do any act or thing in conflict with the Airport's TSA-approved Security Plan.

E. Reversion Clause

Upon expiration or termination of this Lease, the ownership of the building(s) and other improvements on the Property shall be determined as follows:

All improvements on the Property upon termination of this Lease shall become the property of Lessor. Prior to or Immediately upon Lease termination, Lessee shall execute all documents necessary to effectuate the transfer to Lessor of ownership of the improvements on the Property free and clear

of all liens and encumbrances. In the alternative, and at Lessor's sole discretion, Lessor may require demolition and removal, by Lessee and at Lessee's expense, of all improvements on the Property. In the event demolition and removal of improvements is required by Lessor, all demolition and removal shall be fully completed by Lease Termination and Lessee shall upon Lease termination peaceably surrender possession of the Premises to Lessor in its pre-improvement condition.

F. Abandonment of the Property.

Lessee agrees not to abandon or vacate the Property during the term of this Lease and agrees to use the Property for the purpose herein stated until the expiration or earlier termination of this Lease in accordance with the terms of this Lease, provided that no abandonment or vacating shall be deemed to have occurred as long as Lessee meets its maintenance and rental payment obligations hereunder.

G. Storage and Purchase of Gasoline and Fuels.

It is understood and agreed by the Parties hereto that Lessor has reserved unto itself exclusive control of the storage and sale of all aviation fuel ("Fuel") on or about the Airport.

H. Operational Requirements and Procedures.

The following Standard Operating Procedures govern the operation of all Lessee operations at the Airport including, without limitation, restricted areas and roadways:

1. All persons shall comply with the provisions of the Rules Governing Use of the Augusta Regional Airport, the Rules and Regulations pertaining to Vehicle/Pedestrian Operations on the Airfield, and the Airport Security Program, which are incorporated by reference herein as if fully set forth.

2. Vehicle and Aircraft Operators shall comply with all applicable Federal, State, County laws, ordinances, orders, signals, and directives given by the Executive Director, Law Enforcement Officials, Airport Representative, and traffic control devices.

3. No person shall solicit business at the Airport outside the Property.

4. No pictures, advertisements, or solicitation flyers shall be posted on the Airport premises outside the Property.

5. Lessee shall keep all doors and gates providing access to any part of the restricted area closed and locked at all times. Lessee is responsible for the security of their leased area and for access through their leased doors and gates.

I. Pedestrian/Ground Vehicle Operations Requirements. Lessee employees operating inside the restricted area shall:

1. Comply with provisions of the Airport's Ground Vehicle/Pedestrian Operations Operating Rules and Regulations.

2. Maintain the necessary licenses for the operation of their vehicles at all times.

3. Lessee's employees that have access to the Airport Operations Area (AOA) shall obtain an Airport-issued badge ("Badge") and complete the appropriate Security and Ground Vehicle/Pedestrian Operations training classes (initial and recurrent) provided by the Airport prior to operating unescorted in the AOA, i.e., restricted area or any secured area of the Airport.

J. Vehicle Requirements. Lessee's vehicles operating within the restricted area shall be operated and equipped in the following manner:

1. Have proper registration in the State of Georgia.

2. Have an Airport-approved company sign/placard conspicuously located on each side of the vehicle, either magnetically or permanently adhered.

3. Be equipped with operating amber rotating beacon, or equivalent, mounted on top of vehicle either magnetically or permanently.

4. Be in sound mechanical condition with unobstructed forward and side vision from the driver's seat.

5. Have operable headlamps and brake lights.

6. Lessee's employees operating vehicle within Airport's restricted area shall comply with all vehicle/driver requirements as described herein and with provisions of the Airport's Ground Vehicle/Pedestrian Operations and Operating Rules and Regulations.

7. Personally Owned Vehicles (POVs) are strictly prohibited in the restricted area without prior Airport authorization.

K. Restricted Area.

1. Definitions.

- a. The Airport Operations Area (AOA) is defined as any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of aircraft. The AOA includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runways, taxiways, or apron.
- b. Restricted Area is defined as any area of the Airport not open to the general public. The area open to the public includes the public roads and sidewalks, the terminal lobby, restrooms, and places for public gathering, waiting, and viewing. Restricted areas include AOAs and airfield areas. Access to restricted areas is controlled. Personnel accessing restricted areas must be authorized as described below.

L. Airport Badge.

1. If Lessee's employees are permitted unescorted access in the restricted area, they are required to obtain an Airport Badge prior to operating unescorted in the AOA.
2. Lessee shall ensure that all persons performing operations in the AOA and associated with Lessee's activities shall be properly badged or escorted.
3. Lessee's badged employees are required to escort their own passengers and other unbadged personnel at all times while inside the AOA. Lessee's badged employees shall remain with unbadged personnel until personnel are escorted by aircraft pilot or another badged escort.
4. Airport Badge authorizes the bearer, unescorted access to and, transit between the footprint of their hangar/building and their aircraft only. The Badge does not authorize the individual to operate a vehicle in the AOA or access any other area of the AOA on foot.

5. To qualify for a Badge, each individual must satisfy and complete Transportation Security Administration (TSA) background investigations and badge training consistent with TSA, Department of Transportation (DOT) and Federal Aviation Administration (FAA) regulations, including but not limited to, those rules promulgated by 49 U.S.C. Part 1540, Civil Aviation Security and 49 U.S.C. Part 1552, Airport Security. This may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. Lessee consents to such inquiries and agrees to make available to the Airport such information in its possession as lawfully required by the Airport, FAA, TSA or any other federal agency for the purpose of operating under this Lease. Such information shall be maintained by the Airport in the manner prescribed by applicable federal regulations.

6. Lessee shall pay cost(s) associated with the badging process, i.e. background checks, training, etc.

7. Lessee's failure to comply with all Badge procedures shall be considered a violation of this Lease requiring prompt correction to the satisfaction of the Airport. Lessee's failure to promptly correct any violations shall be considered an event of default, as further defined and as may be governed below.

8. Employees shall satisfactorily complete the applicable Pedestrian/Ground Vehicle Operations training class given by Airport Operations before receiving an appropriate Badge.

M. Training.

1. If Lessee's employees are permitted to access and operate unescorted in the restricted area, they are required to obtain an Airport Badge and successfully complete both the Airport's Security Training Class and the Ground Vehicle/Pedestrian Operations Training Class prior to operating unescorted in the AOA and maintain the appropriate annual recurrent training thereafter.

2. Employees must pass the written test given in the Ground Vehicle/Pedestrian Operations Training class with a grade of at least eighty (80) percent. An applicant who does not pass the written test may retake the test.

3. Lessee shall ensure that all persons accessing the AOA and associated with Lessee's activities have completed required training.

4. Lessee badged and trained employees are required to operate or to escort their own vehicles and pedestrians at all times while inside the AOA.

5. Lessee vehicle(s) operating in the AOA shall be properly configured for ramp operations in accordance with Airport Rules and Regulations prior to operating a vehicle within the AOA.

6. Lessee shall pay all costs associated with providing training.

N. Consequences of Non-Compliance.

1. Lessee's failure to comply with all access and vehicle operating procedures shall be considered a violation of this Lease requiring prompt correction to the satisfaction of the Airport. Lessee's failure to promptly correct any violations shall be considered an event of default.

2. Failure to comply with the rules and regulations of the Airport's Security Program and Ground Vehicle/Pedestrian Operations will result in the temporary or permanent revocation of the Airport issued badge and thereby all access to the restricted areas on the Airport.

O. Assignments, Subletting, or Sale.

1. Lessee shall not assign this Lease or any interest herein or in the Property, or otherwise sell, transfer or sublet the Property, or permit the use of the Property by any other party other than Lessee, without prior written notice to Lessor, whose consent will not be unreasonably withheld. If Lessee desires to sell, transfer or sublet the hangar, Lessee shall provide Lessor with the following information: the name of Lessee's purchaser or subLessee, type of aeronautical operation, proof of insurance required by this Lease, information on the purchaser's or subLessee's aircraft and aircraft's registration number(s).

2. Upon prior written notice to Lessor, Lessee has the right to sell or transfer Lessee improvements to a third party during the Term of this Lease or any extension thereof. In the event of the sale of Lessee improvements, Lessee agrees that the terms and conditions of this Lease remain in effect for the remainder of the Term.

3. In the event of a sale, transfer or assignment, the purchaser, transferee or assignee will be required to sign a new lease for a remainder of the Term on the same terms and conditions of this Lease.

4. Release of Assignor's Liability. In the event Lessee (including, without limitation, any Leasehold Mortgagee, its designee, or third party who shall have acquired Lessee's leasehold interest pursuant to a judicial or nonjudicial foreclosure of the Leasehold Mortgage, a deed-in-lieu thereof, or otherwise) shall assign all of its right, title, and interest under this Lease in and to the Property pursuant to the applicable provisions of the Lease and such transferee shall, in a writing reasonably acceptable to Lessor, assume all duties and obligations of Lessee under the Lease and agrees to be bound by all provisions contained herein, such assigning Lessee shall be released from all rights, duties, and obligations of Lessee under the Lease, except with regard to any obligations of Lessee arising before the date of such assignment and assumption. The foregoing release shall be effective and self-operative without the execution of any further instruments on assignment to and assumption by such assignee. Notwithstanding the foregoing, promptly following the request of any such assigning Lessee, Lessor shall execute and deliver to such Lessee a written release consistent with the terms of this paragraph.

P. Taxes and Charges. Lessee shall pay as they become due any and all taxes, fees, assessments or charges of any type levied by any governmental entity based upon, related to, or resulting from any improvements, conditions, property, activities or operations of any kind on the Property. Lessee shall have the right at its own cost and expense to contest the amount or validity of any tax, fee, assessment or charge and to bring or defend any actions involving the amount or validity thereof in its own name or, if necessary and approved by Lessor, in the name of Lessor; provided that, if unsuccessful, Lessee shall pay and discharge any such tax, fee, assessment or charge so contested, together with any penalties, fines, interest, costs and expenses, including reasonable attorneys' fees, that may result from any such action by Lessee, and provided that, pending resolution of any proceeding contesting a tax, fee, assessment or charge, Lessee shall take any actions necessary, including conditional payment of the amount in dispute, to prevent the attachment or accrual of any lien or penalty.

ARTICLE VIII

ALTERATIONS, ADDITIONS AND CHANGES

A. Lessee shall not, without the prior consent of Lessor, which consent shall not be unreasonably withheld or delayed, make any alterations, changes or additions, structural or otherwise, in or upon any

part of the Property. All alterations, additions and improvements shall be done in a good and workman-like manner and in accordance with all applicable laws and the Airport's Development Standards without impairing the structural soundness of the building. Lessor agrees, if necessary, to join in any applications to governmental authorities for such permits as may be required to do the work contemplated in this Section. All applications and permits shall be at Lessee's sole expense. Prior to construction, Lessee shall file with the FAA a complete and accurate FAA Form 7460-1. Use of the Property and construction of improvements thereon may not proceed or be maintained by Lessee if the FAA does not determine that the improvements proposed for the Property would not be a hazard to air navigation. If the FAA's determination of no hazard to air navigation is conditional, Lessee shall satisfy all conditions underlying the determination. All improvements, alterations or fixtures constructed or placed on the Property shall comply with local building codes and all other applicable laws, covenants and regulations. Approval by Lessor shall not constitute an opinion or warranty that any items or conditions so approved are in compliance with applicable codes, laws, covenants or regulations.

B. Lessor shall not be required to perform any repairs or any other improvements to the Property whatsoever. Lessee, at its cost and expense, shall at all times maintain the Property in as good condition as when received by Lessee, excepting only normal wear and damage resulting from fire or other casualty which is beyond the control of Lessee and does not result from negligence of the Lessee. At the expiration or termination of the terms herein described, Lessee shall surrender the Property to Lessor in as good or better condition as when received by Lessee, excepting only normal wear.

ARTICLE IX

USE

A. It is understood and agreed that said Lessee shall use the Property only for aircraft storage and associated office space for hangar tenants. Lessee shall be permitted to change the use of the Property from aircraft storage with the prior written consent of Lessor, which consent shall not be unreasonably withheld, and the Property shall thereafter continue to be subject to all rules, regulations, and laws applicable to the use of Airport property.

B. Access. Lessor hereby grants Lessee permission to construct, at Lessee's cost, a segment of paving for a drive aisle on the currently-unimproved land adjacent to the Property, to connect the Property to the Airport's hangar access road, thereby providing uninterrupted, paved vehicular access

between the Property and nearest public right-of-way ("Drive Path"). Lessor shall be responsible for maintaining the Drive Path in good condition and repair throughout the Term.

C. Rules and Regulations.

Lessee agrees that use of the Property and that its operations in and upon the Property shall be conducted in compliance with all applicable local, state and federal laws, including but not limited to those of, or administered by, the FAA or its successor, TSA, the ordinances and Code of Augusta, Georgia, the Rules and Regulations of the Augusta-Regional Airport and the Augusta Aviation Commission. The Airport Executive Director will at all times be in full and complete charge of said Airport.

D. Lessee further agrees to endeavor to conduct its business in such a manner as will develop and maintain the good will and active interest of the general public.

E. Lessee specifically agrees that its operations shall be conducted in compliance with all applicable federal, state and local environmental laws, rules and regulations (collectively, "Environmental Laws"). Lessee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required repair, cleanup or remediation of the Property necessary to comply with Environmental Laws, provided such required repair, cleanup, or remediation is required due to Lessee's failure to comply with Environmental Laws.

F. Operating Standards.

In providing any of the required and/or authorized services or activities specified in this Lease, Lessee shall operate for the use and benefit of the public and shall comply with the reasonable minimum operating standards or requirements, promulgated by Lessor, and as amended from time to time, applicable to each of Lessee's activities on the Airport.

G. Aerial Approaches.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

H. Lessor may enter upon the Property at reasonable hours, in the presence of Lessee, so as not to interfere with Lessee's business, to inspect the building for the purpose of seeing that the Lessee is complying with all of its obligations set forth in this Lease.

I. Use of Landing Areas.

It is expressly understood and agreed by the Parties hereto that the use of all landing areas at Airport shall be open at all times to all persons, firms, and corporations desiring to use same, provided only that such use shall be in accordance with the rules and regulations of the United States Government, TSA, FAA, the laws of the State of Georgia, and the rules and regulations of Lessor.

J. Security.

Lessee shall not bring into or operate any ground vehicle or motorized equipment within any air operations area, unless having first complied with all insurance provisions and requirements specified in this Lease, as well as the Airport Vehicle Training Program and the Airport Lessee Security Program, as defined by TSA. When operating within any air operations area, Lessee shall cause its vehicles and equipment to move directly to and from the entrance gate of Lessee's Property and the aircraft and shall not enter or move about any other non-movement area. Lessee, its officers, employees, agents, and those under its control, shall comply with security measures required of Lessee or the Aviation Commission by the FAA, TSA, U. S. Department of Transportation, or contained in any Airport Master Security Plan approved by the TSA, including an Airport Lessee Security Program as outlined in 49 CFR Part 1542 respective to Lessee's Exclusive Use Space. If Lessee, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against Lessor and/or the Augusta Aviation Commission, then Lessee shall be responsible and shall reimburse Lessor and/or the Augusta Aviation Commission in the full amount of any such monetary penalty or other damages, including reasonable attorney fees and other costs to defend Lessor and/or the Augusta Aviation Commission against such claims.

K. Lessee shall be responsible for having employee background checks performed through the Augusta Regional Airport. Lessee shall reimburse the Augusta Aviation Commission its costs, plus fifteen percent (15%) for administration expenses.

L. Lessee is responsible for safely securing all aircraft or equipment stored in or about the Property, in compliance with all applicable rules, regulations and laws of the United States of America, including the rules of the Federal Aviation Administration, the State of Georgia, the Lessor, and all local authorities having proper jurisdiction over the Property.

M. Lessee acknowledges that the Property does not have manned security, and Lessee shall be responsible for any damage or theft of Lessee's Designated Aircraft, equipment, or other property located in the Property unless such damage is directly due to the gross negligence of Lessor.

N. Storage by Lessee of Lessee's personal property or the personal property of any of Lessee's employees, agents, licensees, guests, or invitees, in or about the Property shall be done at Lessee's sole risk and Lessor shall not be responsible, in any way, for any damage to, or any loss of any such personal property stored in or about the Property.

O. Movement of Aircraft.

Except as otherwise stated herein, throughout the Lease term, Lessee shall be solely responsible for the movement of its Aircraft into and out of the Property, as well as all other movement of its Aircraft upon the Property (the "Aircraft Movement"), and at no time shall Lessor be under any obligation to assist Lessee in any Aircraft Movement or undertake any Aircraft Movement on Lessee's behalf.

P. Hazardous Substances.

Lessee shall be liable for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, emission, discharge or release from the Property caused by its officers, employees or agents of any Hazardous Substance (including any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims as awarded by the Court arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal, state, or local "Superfund" or "Superlien" laws, statutes, law, ordinance, code, rule, regulations, order or decree regulating, with respect to or imposing liability, including strict liability, in regard to any Hazardous Substances), arising out of negligent acts of Lessee. For purposes of this Lease "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA

or defined by any other federal, state or local statute, law, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, and hazardous, toxic or dangerous waste, substance or material as now or at any time hereunder in effect. If Lessee receives any notice of (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Leased Property or in connection with Lessee's operations thereon, or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Lessee (an "Environmental Complaint"), from any person or entity (including without limitation, the EPA), then Lessee shall immediately notify Lessor orally and in writing of said notice. The breach of any warranty, representation, or agreement contained in this Section shall be an Event of Default hereunder and shall entitle Lessor to exercise any and all remedies provided in this Lease, or otherwise permitted by law.

ARTICLE X

INSURANCE AND INDEMNIFICATION

A. Insurance.

1. General Information. Lessee agrees to carry and maintain, or to cause its permitted sub-lessee or qualified third-party management company, to carry and maintain, in force at all times during the Lease Term, at Lessee's or its permitted sub-lessee's sole expense, the insurance described herein in this Article X. A below for itself or its permitted sub-lessee.

2. Lessor reserves the right to amend the insurance requirements imposed by this Lease at any time, provided any such amendment is not unreasonable, which amendment shall be in accordance with the following:

- a. Lessee understands and agrees that the minimum limits of the insurance required herein may become inadequate during the Lease Term and that, if it in any way, directly or indirectly, contingently or otherwise, affects or might affect the Airport or Augusta, Georgia, as determined in the sole but reasonable discretion of the Airport's Executive Director, Lessee will increase such minimum

limits by reasonable amounts on written request of the Airport's Executive Director, with the concurrence of the Lessor's insurance broker/underwriter. No such amendment shall reduce the coverage amounts lower than as stated in this Lease.

- b. Within thirty (30) days of the publication by Lessor of any such modifications the foregoing insurance requirements, Lessee shall deliver to Lessor insurance certificates certifying compliance with such modified coverage(s).
- c. No written amendment of this Lease shall be required to effectuate said increases in minimum limits.

3. All insurance required hereunder shall be provided through qualified self-insurance or commercial insurance insurers rated A- VII, or better by A.M. Best. Limits provided may be satisfied by a combination of primary and excess insurance, and shall be issued by a company licensed, qualified and authorized to transact business in the State of Georgia.

4. The insurance policies for coverage listed in this section shall contain a provision that written notice of cancellation or any material change in policy by the insurer shall be delivered to the Lessor no less than thirty (30) days prior to cancellation or change.

5. Proof of Insurance. Lessee shall provide Lessor with an annual Certificate of Insurance on all required insurance within ten (10) days upon the effective date of this Lease and annually upon the effective date thereafter. Lessor reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Subcontractors and Sub-lessees: Lessee shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Lease and all sub-lessees carry commercially reasonable insurance coverage commensurate with their use or access as consistent with industry standards for that use or access.

7. Lessee shall obtain and maintain continuously in effect, at all times during the term of this Lease, at Lessee's sole expense, the following insurance:

- a. Comprehensive Aircraft Liability Insurance. Comprehensive Aircraft Liability insurance, (including liability for bodily injury and property damage, passenger liability, airport premises liability, personal injury liability and contractual liability),

combined single limit of liability of not less than \$5,000,000. Coverage shall include bodily injury or death to person's in or about the facility and/or property damage to the facility and/or other aircraft stored in or about the Property resulting from Lessee's preventive maintenance, routine aircraft servicing, or minor repair activities. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the Lessee waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage.

- b. General Liability Insurance. General liability insurance with a combined single limit of not less than \$5,000,000 covering Lessee's off-airport operations. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the Lessee waives its right of subrogation against the Augusta Aviation Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission, Augusta, Georgia and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CG 00 01 ISO form.
- c. Airport Liability/Hangarkeepers Liability: Lessee shall procure and maintain, during the life of this Lease, Airport Liability Insurance, including Hangarkeepers Liability, in a policy form customarily carried at the time in the United States. The Airport Liability Insurance coverage shall include limits not less than \$5,000,000 per occurrence combined single limit and the Hangarkeepers Liability coverage shall include limits of not less than \$5,000,000 per occurrence combined single limit. A list of all exclusions not considered "standard and customary" to the form of policy customarily carried at the time in the United States shall be attached to the Certificate of Insurance or a copy of the insurance policy may be submitted.

- d. **Property Insurance:** Lessee shall procure and maintain during the life of this Lease, Property Insurance, in a form at least as broad as the standard Insurance Services Office special cause of loss form, and flood insurance covering all currently existing buildings as well as any new buildings constructed. These policies shall insure, and shall be sufficient to cover the replacement value of, all improvements installed on the Premises, and all fixtures, furnishings, equipment and decoration kept, furnished or installed on the Premises. The insurance policy(ies) secured pursuant to this paragraph shall provide coverage on a replacement cost basis.
- e. **Builder's Risk Insurance:** Lessee shall purchase builder's risk insurance for the full value of the improvements to be constructed pursuant to the Tenant Development Plan and shall maintain such insurance until all certificates of occupancy have been issued. For any building later constructed, Lessee shall purchase builder's risk insurance for the full value of the building to be constructed and shall maintain such insurance until all certificates of occupancy have been issued.
- f. **Workers' Compensation Insurance.** If Lessee has employees, it shall provide Workers' Compensation insurance with statutory limits and employers liability with a limit of \$500,000 for employees and subcontractors entering the hangar or office space with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident/disease. Such policy (ies) shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Augusta Aviation Commission, Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees.
- g. **Automobile Liability Insurance.** Lessee shall provide Automobile Liability insurance with a combined single limit of not less than \$1,000,000 covering Lessee's automobiles while on and off the airport premises. Policy must be written on a Symbol 1 basis. However, if it is determined that Lessee's automobiles are to be used in restricted areas of the Airport; Lessee shall provide Automobile Liability with a combined single limit of not less than \$5,000,000. The foregoing insurance shall be endorsed to state that it will be primary to Lessor's insurance and that the carrier waives its right of subrogation against the Augusta Aviation Commission

and Augusta, Georgia, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. The Augusta Aviation Commission and Augusta, Georgia, and their officers, agents, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and Contractual Liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

B. Indemnity.

1. Lessee shall indemnify and hold harmless the Lessor and the Augusta Aviation Commission, Augusta, Georgia and their members, officers, elected officials, agents, servants, employees and successors in office from any and all claims including reasonable attorney's fees and expenses of litigation incurred by Augusta, Georgia and/or Augusta Aviation Commission, in connection therewith, related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about the Airport's property which are in any way related to or arising out of any failure of Lessee to perform its obligations hereunder, or any negligence act of Lessee's officers, employees or agents, during the period from the date of this Lease to the end of the Lease Term, except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to any act of negligence on the part of Lessor or their agents, employees, directors, officers, guests, licensees and invitees .
2. Lessee further agrees that the foregoing contract to indemnify and hold harmless applies to any claims for damage or injury to any individuals employed or retained by Lessee and hereby releases Lessor from liability in connection with any such claims.
3. Lessee shall keep, defend and hold harmless Lessor, Augusta, Georgia, the Augusta Aviation Commission and their respective agents, employees, directors, officers, guests, licensees and invitees, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessee, by reason of death or injury to persons or loss or damage to property, resulting from Lessee's operations and occupancy of the Property, or anything done or omitted by Lessee under this Lease except to the extent that such claims, demands, suits, judgment, costs and expenses may be directly attributed to any act of negligence on the part of Lessor or their agents, employees, directors, officers, guests, licensees and invitees.
4. The obligation to provide indemnification under this Agreement shall be contingent upon the

Lessor providing Lessee with timely written notice of any claim for which indemnification is sought, allowing Lessee to control the defense of such claim; provided, however that the Lessee agrees not to enter into any settlement or compromise of any claim or action without the Lessor's prior written consent, which will not be unreasonably withheld. The Lessor shall cooperate with the Lessee in connection with such defense. Nothing in this Section is intended to prohibit a Party from engaging its own legal counsel, at its own expense, to investigate or defend against any claim.

ARTICLE XI

MISCELLANEOUS PROVISION

A. It is agreed between the Parties hereto that this Lease shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

B. Force Majeure.

Force Majeure shall mean delays caused by or resulting from an Act of God, severe weather conditions, war, insurrection, riot, civil commotion, epidemic, pandemic, declared National, State, and/or Local state of emergency, fire or other casualty, strikes, lockouts, inability to obtain labor or materials, or other causes beyond the party's reasonable control. Neither party shall have any liability whatsoever to the other party on account of any event of Force Majeure. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay caused by any event of Force Majeure. However, an event of Force Majeure shall not in any way affect Lessee's obligation to pay rent or other moneys due, nor shall it extend the term of this Lease.

C. Notices.

All notices, demands, and request which may or are required to be given by either Lessor or Lessee to the other shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) addressed as follows:

If to Lessee:

BA Augusta, LLC
602 E. Cooper Ave.
Suite 201
Aspen, CO 81611

If to Lessor:

Augusta Aviation Commission
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906-9600
Attention: Aviation Director

With copy to:

Augusta, Georgia
ATTN: General Counsel
535 Telfair Street, Building 3000
Augusta, Georgia 30901

Either Party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

D. Covenants Bind and Benefit Successors and Assigns.

The provisions of this Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that no one shall have any benefit or acquire any rights under this Lease pursuant to any conveyance, transfer, or assignment in violation of any of its provisions.

E. Governing Law and Venue.

This Lease shall be construed and enforced in accordance with the laws of the State of Georgia. The Parties hereby submit to the exclusive jurisdiction of the Superior Court of Augusta, Georgia for the purposes of all legal proceedings arising out of or relating to this Lease and the Parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

F. Severability.

In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

G. Time.

Time is of the essence in performance under this Lease.

H. Execution of Counterparts.

This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

I. Covenants Run with Property.

The covenants, agreements, and conditions herein contained shall run with the Property hereby leased and shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.

J. Relationship of the Parties.

The relationship of the Parties under this Lease shall be that of independent principals and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership or any other relationship other than that of independent principals. Each of the Parties acknowledge and agree that each is engaged in a separate and independent business or activities and neither shall state, represent or imply any interest in or control over the business of the other.

K. Georgia Open Records Act.

Lessee acknowledges that this Agreement and certain documentation may be subject to the Georgia Open Records Act (OCGA §50-18-70, et seq.). Lessee shall cooperate fully in responding to such requests and shall make all records, not exempt, available for inspection and copying as required by law.

L. Venue and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the

State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts located in Richmond County, Georgia. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

M. Entire Agreement.

This Lease contains the entire agreement of the Parties, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. This Lease supersedes any prior agreements with respect thereto. This Lease shall inure to the benefit of and be binding upon the Lessor, the Lessee, and their respective successors and assigns. No failure of either Party to exercise any power given it hereunder, or to insist upon strict compliance by either Party of any obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

N. Approval by the Airport Sponsor.

Upon approval of this Lease by the Airport Sponsor, the Mayor shall execute this Lease on behalf of the Augusta Regional Airport. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party. Lessee acknowledges that this Lease and any changes to it by amendment, modification, change order or other similar document may have required or may require the authorization and approval of the Airport Sponsor and the Mayor. Under Georgia law, Lessee is deemed to possess knowledge concerning Airport Sponsor's ability to assume contractual obligations and the consequences for Lessee of entering into any contract, amendment, modification, or other similar document without the authorization and approval of the Airport Sponsor and the Mayor. In the event of such unauthorized actions, Airport Sponsor and/or the Augusta Aviation Commission shall not be held liable, responsible, or obligated to perform under such unauthorized actions and shall not be in breach of contract of such unauthorized actions if it chooses not to adhere to said actions.

O. Amendment.

This Lease may not be amended at any time except by written agreement of Lessor and Lessee.

P. Eminent domain.

If the Property shall be taken or condemned by any competent authority, including the FAA, for any governmental or public use or purpose, or conveyed to such authority in lieu of a threatened or imminent condemnation, the term of this Lease shall cease and terminate from the date of such taking or conveyance. In such case, the current rental shall be abated as of the effective date of such taking or conveyance, and the award shall belong to and be the sole property of Lessor.

Q. Non-Discrimination.

Notwithstanding any other provision of this Lease, during the performance of this Lease, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Lease does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Property;

2. In the construction of any improvements on, over or under the Property, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination;

3. Lessee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations ("C.F.R."), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

4. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Lease and to reenter and repossess the Property and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 have been followed and completed including expiration of appeal rights.

5. Lessee assures that it will undertake an affirmative action program, as required by 14 C.F.R. Part 152, Sub-part E, to ensure that no person shall, on the grounds of race, creed, color, national

origin, or sex, be excluded from participating in any employment, contracting or leasing activities covered in 14 C.F.R. Part 152, Sub-part E. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by Sub-part.

6. Lessee assures that it will require that its covered organizations provide assurance to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R. Part 152, Sub-part E, to the same effect.

7. Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Sub-part E, or by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub-organizations, as required by 14 C.F.R. Part 152, Sub-part E.

R. Requirements of the United States.

This Lease shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport; provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Property, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of Lessor or the United States pursuant thereto.

[signatures appear on following page]

IN WITNESS THEREOF, the said Parties hereto have executed this Lease or caused this Lease to be executed the day and year first above written.

LESSEE:

LESSOR:

AUGUSTA, GEORGIA

By: _____

Name:

Its:

By: _____

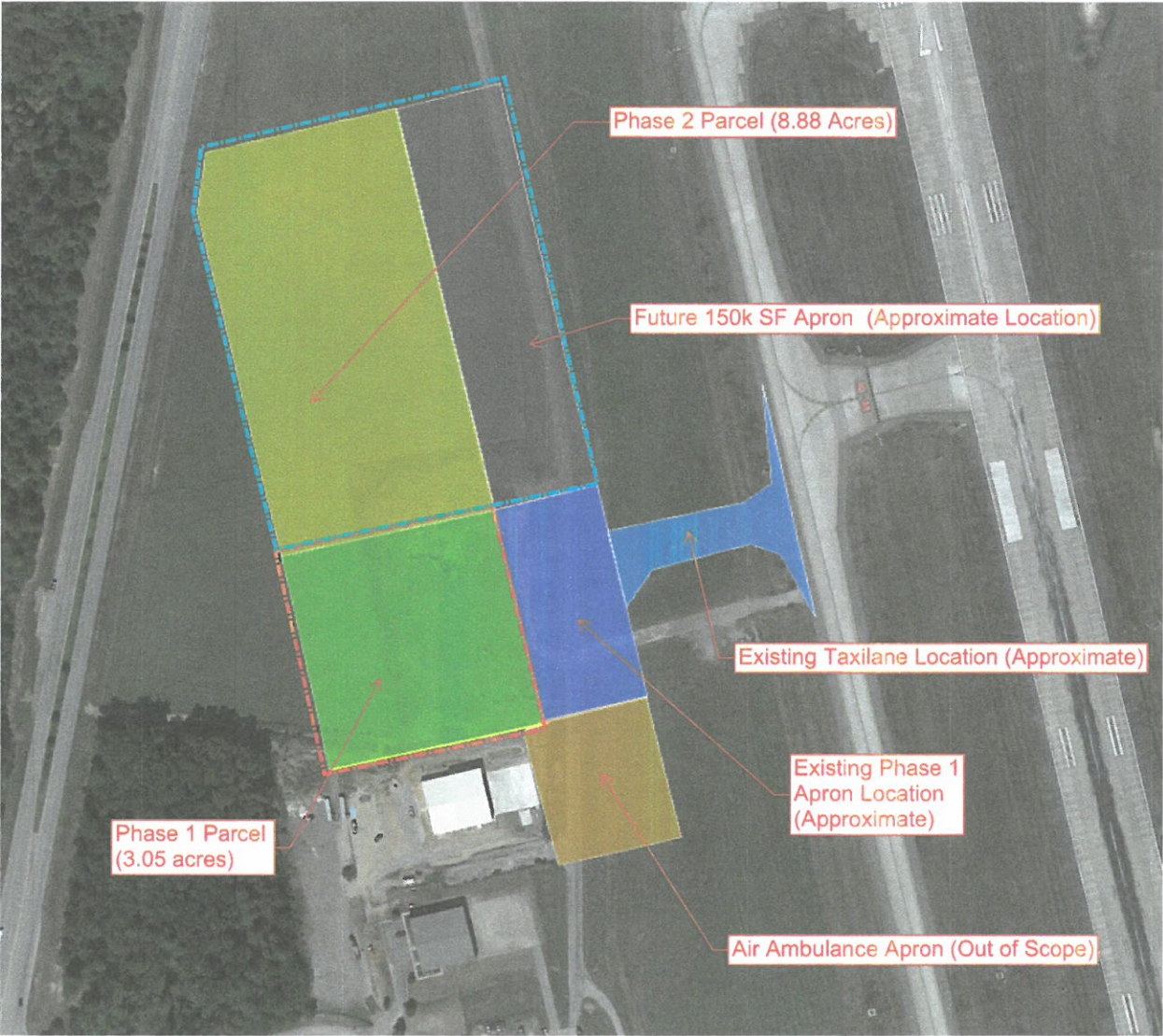
Name: _____

Its: _____

Exhibit "A"

Map of the Property and Surrounding Area

[[[to be added]]]





Augusta Regional Airport

AUGUSTA REGIONAL AIRPORT
1501 AVIATION WAY
AUGUSTA, GA
HANGAR N1 RAMP AND TAXIALNE
0119700
2/1/2022

NORTH DEVELOPMENT UTILITY EXHIBIT

**Mead
& Hunt**



Commission Meeting

July 18, 2023

Installing park equipment at Eastview Park

Department:	N/A
Presenter:	N/A
Caption:	Discuss installing park equipment at Eastview Park. (Requested by Commissioner Jordan Johnson)
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

Lena Bonner

From: Commissioner Jordan Johnson
Sent: Wednesday, July 5, 2023 10:55 AM
To: Lena Bonner
Cc: Natasha L. McFarley; Takiyah A. Douse
Subject: Agenda Items for next Committee

Hi Ms. Bonner,

Would you add the following to the appropriate committee agendas:

- a. Renaming of Hall Street, "Honorary Frank Yerby Street
- b. Discuss installing park equipment at Eastview Park

In Solidarity,

Jordan Johnson
Augusta Commission, District 1
Public Service Committee - Vice Chair
Engineering Services - Member
Liasion to the Richmond County School System
706-564-9356
augustaga.gov

"Our problems are manmade; therefore, they can be solved by man. No problem of human destiny is beyond human beings." - President John F. Kennedy

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AED:104.1



Meeting Name: Public Services

Meeting Date: August 8, 2023

Item Name: Augusta Transit Upgrade of the PASS IVR System

Department:	Augusta Transit												
Presenter:	Sharon Dottery												
Caption:	Approve Contract with Trapeze Software Group for the Upgrade of the PASS IVR System as a sole source procurement.												
Background:	<p>Augusta Transit in conjunction with Augusta Information Technology has been reviewing an upgrade to the Interactive Voice Response (IVR) functionality of Trapeze. Trapeze is the primary application used by Augusta Transit for Scheduling and Operations.</p> <p>The Paratransit program relies on the automated scheduling functionality of the IVR system that allows citizens in need of Paratransit to schedule transportation in advance via this phone system. This upgrade will allow Augusta Transit to continue to serve citizens in an enhanced, efficient, and effective manner.</p>												
Analysis:	<p>The mission of Augusta Transit is to give our customers access to all regions of Augusta-Richmond County by providing quality, dependable, safe, accessible, and affordable transportation, thereby enhancing the mobility of the general public as well as the transportation disadvantaged.</p> <p>The goal of this project is to enhance the ability of Augusta Transit to better serve citizens in needs of Paratransit Transport.</p>												
Financial Impact:	<p>The project will be funded at 80% Federal and 20% local. The total cost is \$31,488.00.</p> <table><tr><td></td><td>Split</td><td>Federal</td><td>Local</td></tr><tr><td>FTA Grant GA-2021-023</td><td>80/20</td><td><u>\$25,190.40</u></td><td><u>\$6,297.60</u></td></tr><tr><td>Total</td><td>\$31,488.00</td><td>\$25,190.40</td><td>\$6,297.60</td></tr></table>		Split	Federal	Local	FTA Grant GA-2021-023	80/20	<u>\$25,190.40</u>	<u>\$6,297.60</u>	Total	\$31,488.00	\$25,190.40	\$6,297.60
	Split	Federal	Local										
FTA Grant GA-2021-023	80/20	<u>\$25,190.40</u>	<u>\$6,297.60</u>										
Total	\$31,488.00	\$25,190.40	\$6,297.60										
Alternatives:	Deny request.												
Recommendation:	Approve Contract with Trapeze Software Group for the Upgrade of the PASS IVR System.												

Funds are available in the following accounts:

The Augusta Transit 2023 budget 546709-1226-5424320 for the project cost

**REVIEWED AND
APPROVED BY:**

N/A



**Trapeze Software Group, Inc. d.b.a.
TripSpark Technologies ("TripSpark")**

5265 Rockwell Dr. Northeast
Cedar Rapids, IA 52402

Telephone: 1.877.448.7273

Item 12.

WORK ORDER

Client Name: Augusta Richmond County

Address: 1535 Fenwick Street
Augusta, GA USA

Attention: Jeffrey Lewis

Position: Transit IT Manager

Phone: (706) 821-1556

Email: lewis@augustaga.gov

Work Order#: WO-0125581

Date Requested: 2022/07/12

Requested By: Jeffrey Lewis

N.B A copy of the purchase order related to the items below MUST be received by TripSpark prior to the performance of any services or delivery of any hardware or software.

Product Name	Type	Quantity	Unit Price	Total Price
PASS: Service	Service	1	\$31,488.00	\$31,488.00

****Total:** \$31,488.00 *Plus
Applicable Sales Tax*

This Work Order between Trapeze Software Group, Inc. d.b.a TripSpark Technologies ("TripSpark" or "Seller") and ("Client" or "Buyer") is governed by the terms and conditions of the agreement in place between the parties, with the exception of warranty which shall be governed by Section 5 ("Warranty") as stipulated under TripSpark Terms and Conditions of Sale, Attachment 1, and Statement of Work, Attachment 2 of this Work Order. If there is no current agreement in place between the parties then the TripSpark Terms and Conditions of Sale, Attachment 1 hereto, shall govern this Work Order. All other terms and conditions are excluded from this Work Order and shall have no effect whatsoever.

Work will be billed per the statement of work, if applicable. Where no statement of work is present work will be billed upon completion of services or upon shipment of hardware, as described on the work order.

Trapeze Software Group, Inc.

Augusta Richmond County

Vice President, Client Services

Date

Date

****Price valid for thirty (30) days. All Prices in US dollars.**

In addition to the services and/or fees payable by Client to use taxes (but excluding taxes based on the net income of TripSpark resulting from this Work Order) shall be the responsibility of the Client. If any withholding tax or similar levy is applicable to the fees or other amounts payable to TripSpark, Client shall pay such additional amount as shall result in TripSpark receiving the total amount of the fees and/or services or other amounts it would have been paid but for such tax or levy. TripSpark requires a response within 30 calendar days. After 30 days this work order will expire.

TripSpark Terms and Conditions of Sale

1. GENERAL.

These Trapeze Software Group, d.b.a. TripSpark Technologies (the "**Seller**") terms of sale, quote letter and all attachments hereto are provided as part of an offer to enter into a contract for the purchase and supply of Goods and/or Services. Buyer's (as Buyer is defined in the quote letter accompanying these terms) issuance of a purchase order and/or execution of the quote letter will constitute an acceptance of this offer on the terms hereof and shall create a binding contract. Buyer agrees that any terms associated with the Buyer's purchase order shall be for administrative purposes only and shall not form a part of this contract. Any modifications proposed by Buyer are not a part of this contract in the absence of Seller's written assent. As used in these Standard Terms and Conditions of sale "**Goods**" shall mean the equipment ("Equipment") sold and delivered hereunder, including any embedded software ("Software") licensed in conjunction with said Equipment, limited to spare and repair parts. "**Services**" shall mean the labor described under this quotation, which shall be provided by Seller and/or authorized representatives.

2. PRICES.

2.1 Unless otherwise agreed by Seller in writing, all prices quoted by Seller: (i) are based on US Dollars, (ii) are exclusive of all brokerage fees and duties, (iii) provide for the Goods Ex Works shipping point (as that term is defined in Incoterms 2013), and (iv) include Seller's standard commercial packaging. Seller reserves the right to deliver, at no change in price, substitute Goods of equal or better capability provided however, that such substitute Goods maintain the form, fit, and functionality of the originally contracted Goods. Partial deliveries are acceptable. Unless otherwise stated, such prices are effective for ninety (90) days from the date of quotation. Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes, now in force or enacted in the future, applicable to the sale, license, delivery, or use of Goods and/or Services, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller.

2.2 Transportation of Goods shall be by common carrier, at Buyer's risk and expense. Upon request from Buyer to expedite shipments due to delays or other events not caused by Seller, all costs will be paid by Buyer.

2.4 Buyer shall have a reasonable time, not to exceed five (5) days from the date of receipt, to inspect the Goods. Buyer will notify Seller in writing of particular deficiencies of the Goods during the inspection period. Failure to give notice or particularize the deficiencies will result in Buyer's acceptance of the Goods.

3. TERMS OF PAYMENT AND BILLING.

Where credit is extended to Buyer, terms of payment shall be net thirty (30) days from date of invoice. Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the purchase order, Seller reserves the right to require payment in advance of shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that risk of loss and title to any Goods described herein, excluding any Software or third party licensed products, shall pass to Buyer at the time and place at which Seller ships the Goods.

4. INTELLECTUAL PROPERTY RIGHTS.

Unless otherwise specified herein, neither this contract nor the delivery of any Goods or Services hereunder shall be construed as granting either by estoppel or otherwise, any right in or license under any present or future data, drawings, plans or ideas or methods disclosed in this contract, or under any invention, patent, copyright, trade secret, or other intellectual property now or hereafter owned or controlled by Seller.

5. WARRANTY.

The Equipment sold hereunder is subject to the following warranties:

5.1 Seller agrees to repair or replace at its discretion, without charge, any such Equipment, which are defective as to design,

workmanship or material, and which is returned to Seller at its factory, transportation prepaid, provided: (i) notice of the claimed defect is given to Seller within ninety (90) calendar days from date of delivery and the Equipment is returned in accordance with Seller's instructions; (ii) such Equipment shall not be deemed to be defective if, due to exposure to any condition in excess of those published in the product specification, it shall fail to operate in a normal manner; (iii) Seller's obligations with respect to such Equipment are conditioned upon the proper installation and operation of such Equipment by Buyer in accordance with Seller's written directions; and (iv) the warranty stated in this section shall be void if such Equipment is altered or repair is attempted or made by other than Seller or Seller's authorized service center. No warranty is provided by Seller with respect to the Software or any third licensed or hardware products. Separate warranties may be available from the third party developer, distributor or publisher.

Buyer agrees to pay for all service expenses not covered by this warranty at Seller's then current standard service rates.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY GOODS SOLD OR SOFTWARE OR SERVICES DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

6. LIMITATION OF LIABILITY.

6.1 Buyer acknowledges and understands that a computer in a vehicle has the potential to distract the driver from the primary task of driving which can compromise a vehicle's safety. Buyer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the Goods described in this contract. "**Motor vehicle**" includes any automotive machinery utilized for the transport of persons or goods in which Goods have been incorporated or installed. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.2 Buyer acknowledges and agrees that Seller shall not be liable to Buyer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by Buyer in conjunction with or separate from the use of the Goods described in this contract including any personal injury claim or action and Buyer shall indemnify and defend Seller from any such claim or action including costs. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.3 IN NO EVENT SHALL SELLER BE LIABLE TO ANYONE FOR ANY SPECIAL, COLLATERAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE SERVICES, OR THE USE OF OR INABILITY TO USE ANY GOODS DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE FEES PAID BY BUYER TO SELLER FOR THE SOFTWARE, EQUIPMENT OR SERVICES GIVING RISE TO A CLAIM.

7. FORCE MAJEURE.

Except for payments due from Buyer to Seller hereunder, neither party shall be responsible for delay or failure to perform any part of this contract if such delay or failure to perform is caused, directly or indirectly, by an occurrence beyond that party's reasonable control, including, but not limited to, supplier limitations, fire, epidemics, floods, accidents, earthquakes, hurricanes, war (declared or undeclared), terrorist acts, blockades, embargoes, acts, demands or requirements of any

government, restraining order of any courts, acts of God or other events of force majeure.

8. PATENT AND INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 Seller agrees that it will defend, at its own expense, all suits against Buyer for infringement of any intellectual property, including by not limited to, patents, copyrights and trademarks, covering, or alleged to cover, the Goods described herein in the form sold by Seller and Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given: (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Goods so purchased. If in any such suit so defended the Goods are held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or replace the same with a non-infringing product, or modify said Goods so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing Goods and refund some of the purchase price taking into account a reasonable allowance for use, damage, or obsolescence.

8.2 If the infringement by the Buyer is alleged prior to completion of delivery of the Goods under this contract, Seller may decline to make further shipments without being in breach of this contract, and provided Seller has not been enjoined from selling the Goods to Buyer, Seller agrees to supply such Goods to the Buyer at the Buyer's option, whereupon the indemnity obligation herein stated with respect to Seller shall reciprocally apply with respect to the Buyer.

9. SOFTWARE LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE.

9.1 Any Software embedded in the Goods delivered hereunder is intellectual property of Seller or a third party licensor, and shall remain the sole and exclusive property of Seller or its respective licensors. Seller grants the Buyer a perpetual, non-exclusive license to use the Software only in or with the Goods sold hereunder. The Buyer shall not copy, modify, or disassemble the Software, or permit others to do so. Buyer shall not transfer the license granted hereunder or possession of the Software except as part of or with the Goods, such transfer being subject to the restrictions contained herein. This license shall automatically terminate upon any breach or default by Buyer of this contract or in the event that there is filed by or against the Buyer any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of Buyer's creditors. Buyer agrees to use the licensed Software only as provided herein. Buyer agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees permitted access to licensed Software to notify its employees of its obligation under these terms with respect to use, reproduction, protection, and security.

9.2 The Goods sold hereunder may include third party software licensed to Seller, including but not limited to: (i) Microsoft Corporation; (ii) Here, formerly NAVTEQ North America, LLC; (iii) Telogis, Inc.; (iv) Yellowfin International Pty Ltd.; (v) Nuance Communications, Inc., formerly Loquendo S.p.A. The terms of Seller's software license grant apply to the use of the third party software and the licensors of such software are third party beneficiaries of the rights granted under those terms. Buyer may only transfer any embedded software product with the Goods in accordance with the terms and conditions of this contract.

10. RESOLUTION OF DISPUTES.

10.1 The parties shall attempt to resolve any dispute arising out of or relating to this contract promptly by negotiation in good faith between executives who have the authority to settle the dispute. Any party shall give any other party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the party receiving notice shall submit to the other a written response thereto. All reasonable requests for information made by one party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this section (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

10.2 If the matter in dispute has not been resolved within thirty (30) calendar days of the initial dispute date, either Party (the "Claimant") may submit the dispute to binding arbitration in the State of Delaware in accordance with the rules and procedures set forth in the *Commercial Arbitration Act (Delaware)*. The

arbitration shall be conducted by a single, commercially-experienced arbitrator selected by mutual agreement of both parties, and pre-hearing discovery shall be permitted if and only to the extent determined by the arbitrators to be necessary in order to effectuate resolution of the matter in dispute. If the parties cannot agree on an arbitrator within fourteen (14) calendar days of the first nomination for appointment, the parties shall refer the appointment of an arbitrator to ADR Chambers. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Delaware. Equitable remedies shall be available from the arbitrators. Consequential, punitive, exemplary, indirect or similar damages shall not be awarded by the arbitrators, although attorneys' fees and the costs of arbitration may be assessed against either or both parties. Any provisions of the award which are determined to be unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. The arbitrators' decision shall be rendered within thirty (30) days of the conclusion of any hearing hereunder and the arbitrators' judgment shall be final and binding on the parties. Any award and judgment may be entered and enforced in any court of competent jurisdiction.

10.3 Resolution of disputes under the procedures of this section shall be the sole and exclusive means of resolving disputes arising out of or relating to this contract.

11. EXPORT CONTROLS.

Buyer acknowledges and agrees that any Goods purchased by it from Seller may be subject to export controls imposed by the United States Government under various federal laws, including but not limited to, the Export Administration Act of 1979, as amended (the "Act"), and/or successor legislation, and the regulations promulgated thereunder. Buyer agrees not to export or re-export any Goods without complying with the Act.

12. CANCELLATION. ORDER CANCELLATION OR RESCHEDULE.

Any cancellation or delivery reschedule requires prior written authorization by Seller. Goods in continuous production may be subject to a minimum ten percent (10%) cancellation charge. There will be no charge for rescheduling a delivery, but pricing will be subject to the price list in effect at the time of the new delivery date. Goods not in continuous production are subject to cancellation or reschedule charges commensurate with the impact of the action on Seller. Charges for canceling or rescheduling the delivery of Goods not in continuous production will be determined at the time authorization is granted.

13. GOODS RETURNED FOR CREDIT.

Any Goods to be returned for credit requires prior written authorization by Seller. Goods authorized for return may be subject to a minimum fifteen percent (15%) return charge. The exact return charge will be determined at the time return authorization is granted.

14. NATURE OF RELATIONSHIP.

Seller and Buyer are independent contractors. This contract does not, and shall not be deemed to make either Seller or Buyer the agent or legal representative of the other for any purpose whatsoever, and Buyer shall not have any right or authority to assume or create any obligation, warranty or responsibility whatsoever, express or implied, on behalf of Seller, or to bind Seller in any respect whatsoever.

15. ASSIGNMENT.

Neither party may assign any rights or obligations under this contract without the written consent of the other, which shall not be unreasonably withheld, except that Seller may assign this contract without consent to any subsidiary or affiliated company or by way of merger or acquisition.

16. MODIFICATION.

This contract may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

17. GOVERNING LAW.

This contract shall be governed, construed and interpreted under and pursuant to the substantive laws of the State of Delaware, excluding its choice of law rules, and the parties agree that the "UN Convention for the International Sale of Goods" is expressly excluded. Seller shall be subject to federal, state, and local governmental laws only as they apply to Seller's performance under this Work Order and shall:

- (i) be in effect only to the extent that such clauses are applicable to the subject matter hereof;
- (ii) have a DBE content requirement of 0%;
- (iii) not transfer ownership of any intellectual property;
- (iv) not include bonding requirements;

- (v) not include any liquidated damages under the final contract; and
- (vi) not exceed the limitation of liability and indemnification obligations under this Work Order.

Further, should such federal, state, and local government requirements change, including but not limited to causing the scope, schedule, or deliverable to change then the parties agree Seller shall be allowed and equitable adjustment. Finally, Seller makes no representation that Seller or its subcontractor's Services, software, hardware and related documentation contain features and functionality that is Buyer compliant or meets any specific requirements pursuant to any federal, state, and local governmental laws.

18. INTEGRATION.

These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire contract and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any provisions on the face and reverse side of Buyer's purchase order or any prior agreement inconsistent with the provisions hereof concerning the matters specified herein and any representations, promises, warranties or statements made by either party that differ in any way from the terms of this contract shall be given no force or effect. Seller and Buyer specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the Goods or the use of Services thereof, unless copies of the same are presently attached hereto and made a part hereof. Seller's failure to object to terms contained in any communication from Buyer will not be a waiver of the terms hereof. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

19. SEVERABILITY OF TERMS; WAIVER.

Waiver by Seller of any default of Buyer hereunder shall not be deemed a waiver of any other default of Buyer. The express provision herein for certain rights and remedies of Seller shall not be construed to deprive Seller of any other rights and remedies to which it would otherwise be entitled under applicable law. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision.

20. CONFIDENTIALITY

Buyer agrees that any and all confidential information, in oral or written form, whether obtained from Seller, its agents or assigns, or other sources, or generated by Buyer pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Buyer further agrees to keep in absolute confidence all data relative to the business of Seller and their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Buyer without prior written approval of Seller. Buyer shall promptly give Seller written notice of any request for disclosure of Proprietary Information designated by Seller as "Confidential" or "Trade Secret" prior to disclosure to allow Seller the opportunity to seek injunctive relief or such other relief as may be appropriate and shall fully cooperate with Seller, at Seller's expense, in seeking confidential treatment for any such disclosure.

Buyer acknowledges that compliance with this Confidential Information section is necessary to protect the business and proprietary information of Seller, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if Buyer breaches or threatens to breach this Confidential Information Section, Seller may seek: (1) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (2) money damages, insofar as they can be determined.

Augusta Richmond County
GVP 9 Migration for PASS-IVR
Statement of Work

September 21, 2022

Submitted by:
Nick Whitty, Account Executive
Tel: (563) 349-4922
nick.whitty@trapeze.com

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Section 1: Introduction

The purpose of this document is to provide Augusta Richmond County (“ARC”) with a quote and scope of work for the PASS-IVR Genesys Voice Platform (GVP) 9 migration.

This document outlines the implementation services to be provided by Trapeze, as well as the support required from ARC staff and resources.

Section 2: Trapeze Professional Services

Section 2.1: Personnel

To ensure successful completion of this implementation, Trapeze will utilize the following professional services personnel:

- **Project Manager:** The centralized point of contact for the project. The project manager is responsible for coordinating project schedules, deliverables and resources required to deliver the proposed solution as defined in this statement of work.
- **Technical Product Specialist(s):** The primary technical point(s) of contact supporting the design, installation, configuration, testing, implementation, training, and deployment of the Software.
- **Developer(s):** The primary resource(s) responsible for completing all user interface design changes to meet ARC’s business needs.

Section 2.2: Implementation Methodology Overview

This project will be executed in a phased approach, with key activities identified below:

1. Project Kick-off
2. Development
3. Internal Acceptance Testing
4. Software Installation and Configuration
5. Installation Testing
6. Training
7. Acceptance Testing
8. Deployment and Closure

Section 3: Project Implementation Approach

Section 3.1: Project Kick-off

Following contract execution, Trapeze and ARC will hold a remote project kick-off meeting to align stakeholders on project scope and timelines, as well as review roles, responsibilities, key risks, and preliminary project schedule. Project teams from both Trapeze and ARC are expected to attend the kick-off meeting.

Section 3.2: Development

Trapeze will provide development services for the migration of the existing ARC PASS-IVR markup to be compatible with GVP9. Additional markup changes such as call flow changes, menu updates and static text changes are not included in this implementation. Should additional changes be required, they will need to be addressed through a change order.

Section 3.3: Internal Acceptance Testing

Internal Acceptance Testing (IAT) is completed remotely by Trapeze before any Software is installed in ARC's environment. During IAT, Trapeze testing specialists will perform unit and regression testing to ensure completeness and accuracy of all standard features. These specialists will also update any automated regression test scripts to expand coverage as needed.

After unit and regression testing is completed, the Trapeze Technical Product Specialists run a series of tests in a local environment to ensure that all Software is functioning properly against ARC's specific data and configuration. This allows Trapeze to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks can be performed for ARC.

Section 3.4: Software Installation and Configuration

Following the completion of Internal Acceptance Testing, Trapeze will work with ARC to remotely install the GVP9 software and configure the PASS-IVR Software in ARC's environment.

ARC will be required to complete all hardware installations (including all server configurations) in time for the test environment installation. To assist Trapeze with the installation, ARC will provide remote access (VPN, etc.) to all necessary servers. If remote access is unavailable, Zoom will be used as an alternate method for connecting to the servers.

Windows Server

Trapeze requires the GVP9 software to run on a Windows 2016 or 2019 server operating system. All other servers in ARC's organization may run on Windows 2012 or above. ARC will be required to contact their re-seller for Windows Operating System Licensing.

SIP Gateway

Trapeze will be attempting a direct SIP interconnection between ARC's PBX and the GVP server on a best-effort basis. Should the interconnection not be possible within a reasonable time frame; estimated as one (1) workday, Trapeze will re-use and reconfigure the existing ARC SIP gateways.

GVP9 Server Backup

Due to the complexity of the GVP9 platform installation, as well as level of effort associated with rebuilding the server, it is essential for ARC to perform a complete disk-image backup of each server environment prior to deployment. Trapeze can assist in preparing the backup copy, if necessary.

Section 3.5: Installation Testing

Installation Testing will occur after the Software has been installed in ARC's environment. This testing is designed to ensure the Software is functioning properly within ARC's environment, as well as with third party software, as necessary.

During Installation Testing, ARC will grant Trapeze access to their servers so that Trapeze can perform testing of key Software functionality and validate the Software is functioning properly in ARC's environment. During Installation Testing Trapeze will validate the following:

- Applications are connected to the appropriate database(s)
- General Software functionality is working as designed for PASS-IVR
- All configurations and settings are functioning as expected

Upon completion of Installation Testing, Trapeze will work with ARC to schedule training.

Section 3.6: Training

Training Requirements

In order to facilitate remote training, ARC is responsible for setting up an environment that includes the following training equipment:

- A networked computer for each trainee, with access to the ARC test system

If the above-listed items are not available, Trapeze will work with ARC to identify alternative arrangements. In addition to training, Trapeze will provide one (1) digital copy of all available user manuals. If desired, ARC can create additional hard copies for their users.

Training Delivery

Trapeze product training is based on standard training agendas, and sessions vary in length based on topic. ARC resources are encouraged to participate in all training sessions related to their field. Training sessions cannot exceed six (6) employees per session.

System Administrator training will include topics related to the Software environment (properties, services, installation paths, configurations etc.), as well as topics related to troubleshooting and managing Trapeze application(s).

The following table outlines the proposed training for this implementation:

Module	Training Topic	Duration (Days)	On-site/Remote
PASS-IVR	System Administrator Training	0.25	Remote

Section 3.7: Acceptance Testing

Acceptance Testing involves ARC utilizing the new GVP9 software in the local environment to ensure it responds accurately to user inputs and all features and functions work as expected.

ARC will have ten (10) business days in which to perform an initial comprehensive end-to-end round of Acceptance Testing for the Software. All subsequent end-to-end rounds of Acceptance Testing must be completed by ARC in no more than five (5) business days.

Testing Defect Review Tracking and Resolution

During both phases of Acceptance Testing, ARC will document and prioritize any defects encountered throughout the testing period (if any exist). Following the completion of a round of testing, ARC will supply Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity levels defined below.

1. **Critical** – Defect causes failure of critical functionality or critical data and no workaround is available.
 - This can include but is not limited to:
 - System crashing
 - Non-recoverable conditions
 - Data loss or corruption
 - Security concerns leading to breach of information and/or misuse, or severely affecting system performance and/or functionality
 - Performance defects leading to unavailability or loss of functionality
2. **Major** – Defect partially impairs critical functionality. A workaround is available but difficult to execute.
 - This can include but is not limited to:
 - System crashing or aborting during normal operation of a non-critical flow
 - Missing functionality
 - Inconsistent logic or display of data
 - Slow responsiveness and underperformance of the system
 - Missing security or system patches, minor breach of information
3. **Minor** – Defect impairs non-critical functionality with a satisfactory workaround available.
 - This can include but is not limited to:
 - Minor usability issues such as inconsistent display
 - Tab/shortcut keys not working
 - Missing input validation
 - System recoverable errors

ARC will identify the priority of each defect and indicate the desired resolution sequence (1 = soonest resolution desired). Trapeze will make best reasonable effort to resolve defects of the same severity levels based on sequential order.

At the completion of each round of testing, Trapeze will work remotely to resolve all critical and major defects (if any exist). If an updated Software solution is required to resolve the defect(s), Trapeze will provide the updated Software encompassing all defect fixes. ARC will be asked to test and validate the Software to ensure all defects have been rectified. If further defects are identified, Trapeze will evaluate and work to resolve them, and ARC will be asked to execute another round of Acceptance Testing.

Once ARC confirms that all critical and major defects have been resolved, Acceptance Testing will be considered complete, and the Software deemed ready for production use. ARC will be required to sign off on the Acceptance Testing. All minor defects will be transitioned to the Trapeze maintenance and support program, who will provide new Software builds addressing post-deployment defects, as necessary.

Section 3.8: Deployment and Closure

During the deployment activities, Trapeze will decommission the legacy GVP8 software and re-direct the call flow towards the newer GVP9 software for ARC's production use, so that it can be used to support live operations.

Deployment Support

Trapeze will provide remote go-live support for the launch of GVP9 software for up to one (1) week from cut-over into ARC's production environment. ARC can leverage these services during standard business hours to address any non-critical questions or support needs that may arise from using the software to support live operations.

Closure

At the completion of the deployment support period, all ongoing support will be transitioned to and provided through Trapeze's long-term maintenance program. At this time, the project will be considered complete and project closure will be processed.

Section 4: Responsibilities and Deliverables

Activity	Trapeze Responsibilities	ARC Responsibilities	Deliverables
Project Kick-Off	<ul style="list-style-type: none"> Lead project kick-off meeting Collaborate with ARC in developing project schedule 	<ul style="list-style-type: none"> Assist in developing project schedule and kick-off presentation Provide inputs for ARC-led activities 	<ul style="list-style-type: none"> Kick-off meeting Kick-off Presentation (MS PowerPoint) Preliminary project schedule (revised as necessary)
Development	<ul style="list-style-type: none"> Migrate markup to be compatible with GVP9 	<ul style="list-style-type: none"> Consult as required 	<ul style="list-style-type: none"> Completed GVP9 markup
Internal Acceptance Testing	<ul style="list-style-type: none"> Perform Internal Acceptance Testing 	<ul style="list-style-type: none"> Provide data as necessary 	
Software Installation and Configuration	<ul style="list-style-type: none"> Install GVP9 software and configure PASS-IVR in ARC's environment 	<ul style="list-style-type: none"> Complete all hardware installation(s) Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security Install Trapeze pre-requisite Software (e.g. ODBC connections, database servers, etc.) 	<ul style="list-style-type: none"> Installed Software in ARC's environment
Installation Testing	<ul style="list-style-type: none"> Perform Installation Testing 	<ul style="list-style-type: none"> Provide technical consulting as required Provide access to production environment 	
Acceptance Testing	<ul style="list-style-type: none"> Support ARC during Acceptance Testing 	<ul style="list-style-type: none"> Perform Acceptance Testing Complete prioritization of defect(s) Re-test defect resolutions 	<ul style="list-style-type: none"> Prioritized defects log Software releases, as necessary
Deployment and Closure	<ul style="list-style-type: none"> Provide remote support for all go-live activities for up-to one (1) week 	<ul style="list-style-type: none"> Escalate defects to appropriate Trapeze Technical Product Specialists Ensure data accuracy Confirm connectivity, logins, etc. 	<ul style="list-style-type: none"> PASS-IVR and GVP9 is operational and functional in ARC's production environment

Section 5: Project Duration

This implementation is expected to be completed within four (4) months from the completion of the project kick-off meeting.

Following contract execution, a mobilization period of up to sixty (60) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with ARC.

If the length of the project exceeds four (4) months from the kick-off meeting, either due to ARC readiness or resourcing delays, a change order may be required to fund the extension.

Section 6: Project Management

Trapeze will provide remote project management support for the entire duration of the project, although the engagement will be light (Thin-Engagement). Trapeze PM's will be responsible for organizing resources on the Trapeze side, triggering milestones, and closing project activities. The majority of the weekly meetings will be handled by the Technical resource assigned to this project.

Section 7: ARC's Resource Requirements

Outlined below are estimated resource allocations to support the implementation and effort defined in this statement of work.

Resource	Resource Allocation	Responsibilities
Project Manager	30% of their time for the full duration of the project	<ul style="list-style-type: none"> Coordinate all resources from ARC Coordinate conference calls and meetings, as required Coordinate training preparation Coordinate training session(s) Coordinate completion of Acceptance Testing Coordinate ARC activities Work with the Trapeze project manager to identify risks, issues, and mitigations throughout the project Coordinate Software deployment activities
Subject Matter Experts/End Users (Internal)/Testers	20% of their time for the full duration of the project 50% of their time during Testing	<ul style="list-style-type: none"> Participate in the completion of ARC-led activities Participate in the review of all documentation Assist with Software deployment activities Execute Acceptance Testing Record and report any Software defects

System Administrators / IT	25% of their time during Software Installation, Testing, and Deployment 100% during System Administrator Training	<ul style="list-style-type: none">• Assist with troubleshooting network or technical issues• Provide access to servers as necessary throughout the project• Participate in System Administrator training• Maintain system security controls & permissions, user accounts, etc.• Assist with Software deployment activities
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Section 8: Project Assumptions

Section 8.1: General Pricing Assumptions

1. This implementation is a fixed-fee engagement.
2. Pricing does not include any applicable taxes or expenses associated with ARC and any of its resources assigned to the project.
3. Any integration with third party software or systems will be the responsibility of ARC.
4. The ARC system administrator will be readily available for all configuration, installation, testing, and deployment activities.
5. All documentation and execution of test cases will be the responsibility of ARC.
6. All Software will take advantage of the existing Trapeze infrastructure, data sources and software unless otherwise stated.
7. All services will be performed remotely utilizing existing version of PASS and PASS-IVR Software.
 - a. It is recommended that ARC upgrade the Software to latest version prior to the GVP 9 migration project kick-off
8. The only development work included in this project will be to update the markup to be compatible with GVP9.
 - a. Text and call flow updates and additional markup customizations are not within the scope of this project.
9. Trapeze requires the GVP9 Software run on a Windows 2016 or 2019 operating system, where this server can be placed on VM Ware.
10. ARC will create a complete disk-image backup at the conclusion of the migration.
 - a. If the server will need to be rebuilt and ARC has not created a backup, a change order will be required to secure additional installation services.
11. If SIP Trunking cannot be used as expected, ARC will need to use its existing SIP Gateways to interconnect the PBX to the GVP servers.
12. ARC is responsible for all telephony configurations required for the GVP9 migration.
13. ARC is responsible for the purchase and installation of any required server and workstation hardware and software (servers shall be preconfigured to Trapeze's specifications).
14. Any services or requests that are outside the scope of this implementation will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
15. Pricing is valid until October 31st, 2022.

Section 9: Exhibit A-1

Section 9.1: Project Budget

The following project budget includes all costs required for the PASS-IVR GVP9 migration as outlined in this statement of work.

Item	Description	Cost (USD)
1	Implementation Services	\$31,488
	Total Cost	\$31,488

Section 9.2: Payment Milestones

The below payment milestones shall be followed throughout the implementation.

Milestone	Description	Acceptance Criteria	% of Contract Value
1	Software Installation	Installation of PASS-IVR markup and GVP9 in ARC's environment	30% of Services
2	Training	Completion of the system administrator training session	30% of Services
3	Acceptance Testing - Round 1	Completion of the initial ten (10) business day Acceptance Testing period	20% of Services
4	Acceptance Testing - Final	Resolution of critical and major defect(s)	10% of Services
5	Deployment Support	Completion of one (1) week of remote go-live support	10% of Services

Here for the journey is more than our tagline – It's our commitment to you. Our value is in our ability to address your needs and please your riders. We always strive to do both.

Thank you for taking the time to review this proposal. Please reach out to us with any questions or comments. Your feedback is always appreciated.



Print Form



Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Trapeze E-Verify Number: 486896

Commodity: GVP8 Server Migration

Estimated annual expenditure for the above commodity or service: \$ 31,488.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- X 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Sharon Dottery Department: Transit Date: 7/31/23

Department Head Signature: Sharon Dottery Date: 7/31/23

Approval Authority: BT Sams Date: 7/31/23

Administrator Approval: (required — not required) _____ Date: _____

COMMENTS:

**AUGUSTA TRANSIT**

SHARON DOTTERY, TRANSIT DIRECTOR

MEMORANDUM OF SOLE SOURCE JUSTIFICATION**TO:** Geri Sams, Director Procurement**FROM:** Sharon Dottery, Director Transit **DATE:** July 31, 2023**SUBJECT:** GVP8 Migration Server Upgrade

Augusta Transit in conjunction with Augusta Information Technology has been reviewing an upgrade to the Interactive Voice Response (IVR) functionality of Trapeze. Trapeze is the primary application used by Augusta Transit for Scheduling and Operations.

The Paratransit program relies on the automated scheduling functionality of the IVR system that allows citizens in need of Paratransit to schedule transportation in advance via this phone system. This upgrade will allow Augusta Transit to continue to serve citizens in an enhanced, efficient, and effective manner.

Current Issue

- Augusta Transit's current server is from 2012 and in need of an upgrade.

Project Objectives

- The mission of Augusta Transit is to give our customers access to all regions of Augusta-Richmond County by providing quality, dependable, safe, accessible, and affordable transportation, thereby enhancing the mobility of the general public as well as the transportation disadvantaged.
- The goal of this project is to enhance the ability of Augusta Transit to better serve citizens in needs of Paratransit Transport.

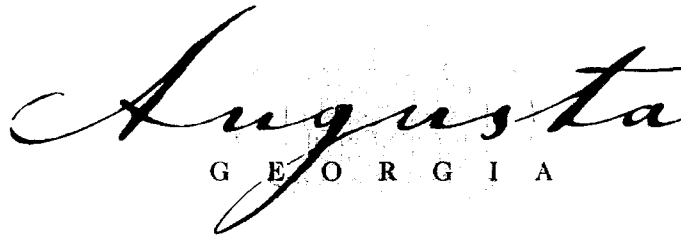


Public Services Committee

August 8, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Services Committee held on May 9, 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, May 09, 2023

1:00 PM

PUBLIC SERVICES

PRESENT

Mayor Garnett Johnson

Commissioner Sean Frantom

Commissioner Bobby Williams

Commissioner Stacy Pulliam

Commissioner Wayne Guilfoyle

1. Presentation by the Augusta Rowing Club regarding options of alternate boathouse locations for the Augusta Rowing Club. Options were requested by the Commission.

Motion to approve referring this item back to the committee at the next meeting to give the Administrator, the staff and the Chairman time to talk with the people involved, including the Riverkeeper if possible, and come back with some recommendations.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

2. Motion to receive as information several recommendations from the Augusta Rowing Club for temporary housing of the rowing club.

Motion to approve referring this item back to the committee at the next meeting to give the Administrator, the staff and the Chairman time to talk with the people involved, including the Riverkeeper if possible, and come back with some recommendations.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

3. Approve recommended Code Enforcement Ordinance Updates.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

4. Motion to approve updates to the Harrisburg Enterprise Zoning Ordinance and the prop updated list of parcels for the Harrisburg Opportunity Zone.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

5. Motion to approve and execute the FY 2023 Metropolitan Planning Organization (MPO) Annual Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT).

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

6. Motion to approve HI-LITE Airfield Services quote in the amount \$149,760.50 for hydro-blasting and repainting all Runway 17/35 Markings at Augusta Regional Airport. Approved by the Augusta Aviation Commission on April 27, 2023.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

7. Motion to approve the Lease Agreement with Transportation Security Administration (TSA) for Office and Training Space in the Augusta Regional Airport Terminal. Approved by the Augusta Aviation Commission on April 27, 2023.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

8. Motion to approve Change Order #1 to Contract with Independence Excavating for a total deduction of \$13,226.00 for Hangar N1 Apron & Taxilane. Approved by the Augusta Aviation Commission on March 30, 2023. (PO #22ARA160)

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

9. Motion to approve Change Order #1 to Contract with ER Snell Contracting, Inc for a total increase of \$78,811.55 for Standard Aero Ramp Rehabilitation, Base Bid. Approved by the Augusta Aviation Commission on March 30, 2023. (PO #22ARA159)

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

10. Motion to approve the 2023 Transportation Security Clearinghouse Services Agreement. Approved by the Augusta Aviation Commission on April 27, 2023.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

11. A motion to approve a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

12. Motion to approve the minutes of the Public Services Committee held on April 25, 2023.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

