



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, September 12, 2023

1:00 PM

PUBLIC SERVICES

- 1.** **New Ownership/Existing Location: A.N. 23-34:** A request by **Urvashiben Patel** for a retail package **Beer & Wine** License to be used in connection with IN-N-OUT Market Lottery Store located at 2657 Barton Chapel Rd. **District 4. Super District 9.**
- 2.** **New Ownership/Existing Location: A.N. 23-35:** A request by **Jayendrakumar Suthar** for a retail package **Beer & Wine** License to be used in connection with Country Corner #10 located at 3735 Mike Padgett Hwy. **District 8. Super District 10.**
- 3.** **New Ownership/Existing Location: A.N. 23-36:** A request by **Irfan Uddin** for a retail package **Beer & Wine** License to be used in connection with Good to Go 6 located at 3671 Peach Orchard Rd. **District 6. Super District 10.**
- 4.** **New Ownership/Existing Location: A.N. 23-37:** A request by **Jay Wolszczak** for an on-premises consumption **Liquor, Beer, & Wine** License to be used in connection with First Watch #6023 located at 630 Crane Creek Dr Ste 405. There will be Sunday Sales. **District 7. Super District 10.**
- 5.** **Existing Location: A.N. 23-38:** A request by **Emanuel Hatzis** for a consumption on premise **Liquor** License to be used in connection with Manny's Sports Off Broad located at 215 10th Street. There will be **Sunday Sales**. **District 1. Super District 9.**
- 6.** Motion to approve On-Airport Lease Agreement for the term of October 1, 2023, thru September 30, 2043 with the United States Department of Transportation, Federal Aviation Administration (FAA). Approved by the Augusta Aviation Commission on August 24, 2023.
- 7.** Motion to approve "Use of Property" Agreement for 2024 thru 2027 with Augusta Air Show, LLC for the Augusta Air Show. Approved by the Augusta Aviation Commission on August 24, 2023.
- 8.** Motion to approve the Mayor executing an MOU with Ft. Eisenhower (formerly Ft. Gordon) for compatible development criteria.
- 9.** Update on City Serve from the Committee Chairman and any needs from the City of Augusta. **(Requested by Commissioner Sean Frantom)**
- 10.** Motion to approve the minutes of the Public Services Committee held on August 29, 2023.
- 11.** Discuss BYOB Pedal Pub. **(Requested by Commissioner Jordan Johnson)**



Public Services Committee Meeting

September 12, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Ownership/Existing Location: A.N. 23-34: A request by Urvashiben Patel for a retail package Beer & Wine License to be used in connection with IN-N-OUT Market Lottery Store located at 2657 Barton Chapel Rd. District 4. Super District 9.
Background:	This is a New Ownership Application. Formerly in the name of Chang Chung.
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. 23-34

Application Type: Retail Package Beer & Wine

Business Name: In- N-Out Market Lottery Store

Hearing Date: September 12, 2023

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

Applicant: *Urvashiben K Patel*

Property Owner: Chang Chung

Address of Property: 2657 Barton Chapel Road

Tax Parcel #: 095-0-084-01-0

Commission District: District: 4 Super District: 9

Background: New Ownership / Existing Location

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

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

- **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 \$665.

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business IN-N-OUT Market Lottery Store
2. Business Address 2657 Barton Chapel Rd
3. City Augusta State GA Zip 30906
4. Business Phone (912) 536-2810 Home Phone ()
5. Applicant Name and Address: Urvashiben Patel
411 Pottery Drive
Marinez, GA 30907
6. Applicant Social Security # _____ I.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel 095-0-084-01-0 Zoning C3
9. Location Manager(s) Malay Patel
912-536-2810

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: Lord Shree Krishna Inc
12. Mailing Address: 2128/23
Name of Business Top Nutch Liquor
Attention Urvashiben Patel
Address 2751 Barton Chapel Rd
City/State/Zip Augusta, GA 30906
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: Lord Shree Krishna Inc
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Urvashiben Patel	owner		411 Pottery Dr Marinez, GA 30907	100%

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
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: Yes
If so, give year of application and its disposition: Jay Hanumanji Inc (owner)
Shree Laxmiji Inc. Shree Keshavam Inc
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes () No If so, please initial UP

COPY

Item 1.

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (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.
Malay Patel

22. List the name and other required information for each person, firm or corporation having any interest in the business. 100%

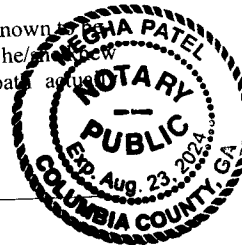
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
Urvashiben Patel (owner) Lord Shree Krishna Inc.

- A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, Urvashiben Patel
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.

Urvashiben Patel
Applicant Signature

25. I hereby certify that Urvashiben K. Patel is personally known to me and he/she signed his/her name to the forgoing allocation stating to me that he/she understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 9th day of August, in the year 2023.

Urvashiben Patel
Notary Public



FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Public Services Committee Meeting

September 12, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Ownership/Existing Location: A.N. 23-35: A request by Jayendrakumar Suthar for a retail package Beer & Wine License to be used in connection with Country Corner #10 located at 3735 Mike Padgett Hwy. District 8. Super District 10.
Background:	This is a New Ownership Application. Formerly in the name of Samarth Patel.
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. 23-35

Application Type: Retail Package Beer & Wine

Business Name: Kaival 15 LLC DBA Country Corner #10

Hearing Date: September 12, 2023

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

Applicant: *Jayendrakumar M. Suthar*

Property Owner: Kim Ki Hwan

Address of Property: 3735 Mike Padgett Hwy

Tax Parcel #: 157-0-043-00-0

Commission District: District: 8 Super District: 10

Background: New Ownership/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 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 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 \$665.

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 KAIVAL 15 LLC DBA COUNTRY CORNER #10
2. Business Address 3735 MIKE PADGETT HWY
3. City AUGUSTA State GA Zip 30906
4. Business Phone (706) 496-3037 Home Phone (803) 662-5606
5. Applicant Name and Address: JAYENDRAKUMAR M SUTHAR
1324 HIGBORNE 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 157-0-043-00-0 Zoning COMMERCIAL
9. Location Manager(s) JAYENDRAKUMAR M SUTHAR
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(☒) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
Name of Business KAIVAL 15 LLC DBA COUNTRY CORNER #10
Attention JAYENDRAKUMAR M SUTHAR
Address 3735 MIKE PADGETT HWY
City/State/Zip AUGUSTA, GA 30906
13. Ownership Type: (☒) Corporation () Partnership () Individual
14. Corporate Name: KAIVAL 15 LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
JAYENDRAKUMAR M SUTHAR	VICE PRESIDENT		1324 HIGBORNE DR, AUGUSTA, GA 30906	
SNEHA PATEL	PRESIDENT		258 CELESTIAL BLVD, SUMMERVILLE, SC 29486	
PRATIK PATEL	MEMBER		455 SPECTRUM RD, SUMMERVILLE, SC 29486	

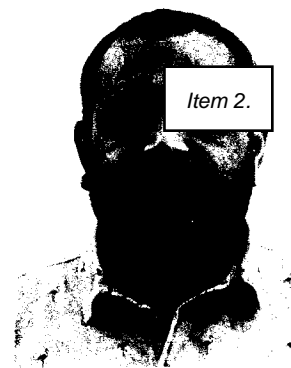
15. What type of business will you operate in this location?
() Restaurant () Lounge (☒) Convenience Store
() Package Store () Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
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: _____
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. J.S

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.
KI HWAN KIM

22. List the name and other required information for each person, firm or corporation having any interest in the business.
JAYENDRAKUMAR M SUTHAR, SNEHA PATEL AND PRATIK PATEL

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, JAYENDRAKUMAR M SUTHAR
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.

Jayend
Applicant Signature

25. I hereby certify that Jayendrakumar Suthar 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 10th day of August, 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

September 12, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Ownership/Existing Location: A.N. 23-36: A request by Irfan Uddin for a retail package Beer & Wine License to be used in connection with Good to Go 6 located at 3671 Peach Orchard Rd. District 6. Super District 10.
Background:	This is a New Ownership Application. Formerly in the name of Safi Ullah.
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. 23-36

Application Type: Retail Package Beer & Wine

Business Name: Peach Orchard Business LLC BDA Good to Go 6

Hearing Date: September 12, 2023

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

Applicant: *Irfan Uddin*

Property Owner: Sandhu Properties LLC

Address of Property: 3671 Peach Orchard Road

Tax Parcel #: 155-0-050-06-0

Commission District: District: 6 Super District: 10

Background: New Ownership /Existing Location

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

- **Zoning:** LI (Light Industrial) 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.
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FINANCIAL IMPACT: The applicant will pay a pro-rated fee of \$665.

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business Peach Orchard Business LLC dba Good to Go 6
2. Business Address 3671 Peach Orchard Road, Augusta GA 30906
3. City Augusta State GA Zip 30906
4. Business Phone (706) 794-9839 Home Phone () _____
5. Applicant Name and Address: Irfan Uddin
3204 Josie ST PANAMA
CITY FL 32404
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, from previous applicant: _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
() Yes (X) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 5/23/2023
12. Mailing Address:
Name of Business Peach Orchard Business LLC dba Good to Go 6
Attention Irfan Uddin
Address 3671 Peach Orchard Road
City/State/Zip Augusta, GA 30906
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: Peach Orchard Business LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Irfan Uddin	Owner		204 Josie ST, Panama City FL 32404	100%

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

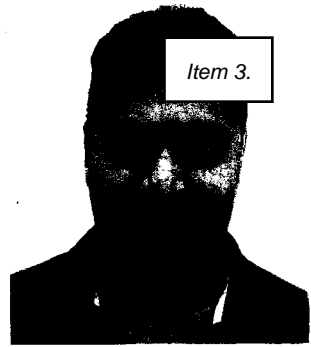
License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		X	X		
Consumption on Premises					
Wholesale					

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? (X) Yes () No If so, please initial Irfan

COPY

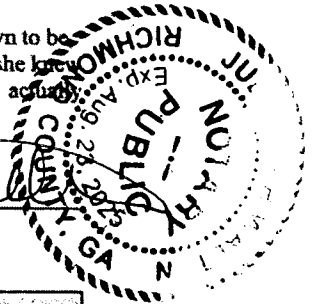
Item 3.



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (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.
SANDHU PROPERTIES LLC.
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, _____
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.
25. I hereby certify that Irfan Uddin is personally known to me. That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 11 day of August, in the year 2003.

Applicant Signature

Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			Type text here
Fire Inspector			

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

Administrator

Date



Public Services Committee Meeting

September 12, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Ownership/Existing Location: A.N. 23-37: A request by Jay Wolszczak for an on-premises consumption Liquor, Beer, & Wine License to be used in connection with First Watch #6023 located at 630 Crane Creek Dr Ste 405. There will be Sunday Sales. District 7. Super District 10.
Background:	This is a New Ownership Application. Formerly in the name of Steven Brooks.
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. 23-37

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

Business Name: First Watch Restaurants, Inc DBA First Watch #6023

Hearing Date: September 12, 2023

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

Applicant: Jay A. Wolszczak

Property Owner: Crane Creek Power LLC

Address of Property: 630 Crane Creek Drive, Suite 405

Tax Parcel #: 016-0-051-00-0

Commission District: District: 7 Super District: 10

Background: New Ownership/Existing Location

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

- **Zoning:** B-1 (Neighborhood 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 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 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 \$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 2023-1210

1. Name of Business First Watch Restaurants, Inc. d/b/a First Watch #6023
2. Business Address 630 Crane Creek Drive, Suite 405
3. City Augusta State GA Zip 30907
4. Business Phone (762) 224-0022 Home Phone (____) _____
5. Applicant Name and Address: Jay A. Wolszczak on behalf of First Watch Restaurants, Inc.
16027 Topsail Ter
Lakewood Ranch, FL 34202
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:
N/A
8. Business Location: Map & Parcel 0160051000 Zoning C3
9. Location Manager(s) Alicia Bylinowski
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(☒) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: First Watch Restaurants, Inc.; 10/20/1994
12. Mailing Address:
Name of Business First Watch Restaurants, Inc.
Attention Shelly Butler
Address 8725 Pendery Place, Suite 201
City/State/Zip Bradenton, FL 34201
13. Ownership Type: (☒) Corporation () Partnership () Individual
14. Corporate Name: First Watch Restaurants, Inc.
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?
(☒) 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: \$ 5,715.00
Prorated License Fee: (After July 1 ONLY) \$ 2,857.50

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? (☒) Yes () No
If so, please initial. gaw



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: Please see attached Exhibit "C" for a list of violations of Hard Rock Cafe, for which Mr. Wolszczak was previously an officer.

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.

Cane Creek Retail Partners, 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. N/A - change of ownership application

A.) Church _____

C.) School _____

B.) Library _____

D.) Public Recreation _____

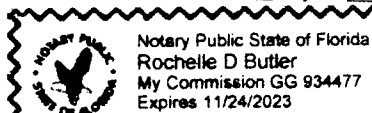
24. State of Georgia, Augusta-Richmond County, I, Jay A. Wolszczak

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.

Jay A. Wolszczak
Applicant Signature

25. I hereby certify that Jay A. Wolszczak 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 12th day of July, in the year 2023.



Rochelle D Butler
Notary Public

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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

September 12, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Existing Location: A.N. 23-38: A request by Emanuel Hatzis for a consumption on premise Liquor License to be used in connection with Manny's Sports Off Broad located at 215 10 th Street. There will be Sunday Sales. District 1. Super District 9.
Background:	This is an Existing 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 \$2,802.50.
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. 23-38

Application Type: Consumption on Premise Liquor, & Sunday Sales

Business Name: Manny's Sports Off Broad

Hearing Date: September 12, 2023

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

Applicant: *Emanuel Hatzis*

Property Owner: Beehive Group

Address of Property: 215 10th Street

Tax Parcel #: 037-3-273-00-0

Commission District: District: 1 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 consumption on premise Liquor, & 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 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 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 \$2,802.50

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Manny's Sports off Broad
2. Business Address 215 10th S
3. City Augusta State GA Zip 30904
4. Business Phone (404) 216-2264 Home Phone (404) 216-2264
5. Applicant Name and Address: Emanuel Hatzis
1008 Adrian St
Augusta 30904
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) _____

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
☒ Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: Apr 2002
12. Mailing Address:
Name of Business Manny's Sports off Broad
Attention Manny Hatzis
Address 1008 Adrian St
City/State/Zip Augusta GA 30904
13. Ownership Type: () Corporation () Partnership (x) Individual
14. Corporate Name: That Greek Chef LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Emanuel Hatzis	Owner		1008 Adrian St	100%

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

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

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

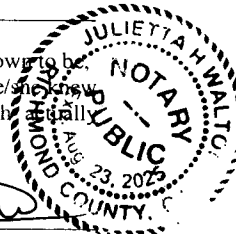
16. Have you ever applied for an Alcohol Beverage License before: Yes
If so, give year of application and its disposition: 2002 exp. 12
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (x) Yes () No If so, please initial EH



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes ☒ No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes ☒ No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Eric Kenlaw
22. List the name and other required information for each person, firm or corporation having any interest in the business.
Emanuel Hatzis
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, Emanuel Hatzis
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.
25. I hereby certify that Emanuel Hatzis is personally known to me. That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath, truthfully administered by me, has sworn that said statements and answers are true.
This 31 day of August, in the year 2023.

Applicant Signature

Notary Public



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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



www.augustaga.gov

Planning and Development Department
Carla Delaney – Director

Manny's Sports Off Broad
 Mr. Emanuel Hatzis
 215 10th Street
 Augusta, Georgia 30901

August 25, 2023

Mr. Hatzis,

The Augusta Planning & Development has completed the restaurant compliance/Sunday Sales audit of Manny's Sports Off Broad located at 215 10th Street in Augusta, Georgia. The audit period covered October 2022 through July 2023. In conducting this audit, we followed Generally Accepted Auditing Standards. We examined daily, weekly and monthly sales categories of beer, wine, food and nonalcoholic beverages from points of sale operating system reports as well as alcohol and food purchases.

According Augusta-Richmond County Alcohol Ordinance **Section 6-2-52 License for eating establishment, alcohol drinks to go, hybrid restaurants, entertainment venue, art shop, personal service establishment, indoor amusement and recreational gaming enterprise, bodega, or Augusta Convention and Visitors Bureau; authority to sell for consumption on the premises.** (a) For an eating establishment to be eligible for consumption on the premises, it must be public place kept, used maintained, advertised and held out to the public as a place where substantial meals are served, such place being provided with adequate and sanitary kitchen to include an appropriate stove, refrigerator, food preparation area, sink, and other items required by the County Health Department and Planning & Development for the preparation of foods, and shall have a printed or posted menu from which selections for prepared food can be made, and dining room equipment, and a seating capacity of at least 40 people, having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable meals for its guests as a bona fide eating establishment operation. The serving of such meals shall be the principal business conducted, with the serving of distilled spirits to be consumed on the premises as only incidental thereto, and to qualify as an eating establishment under this section, such establishment must derive at least **50 percent** of its total annual gross food and beverage sales from the sales of prepared meals and foods on-premises. The Planning & Development Department staff, upon receiving an application from an eating establishment to sell alcoholic beverages for consumption on the premises, shall inspect the restaurant to determine if the applicant is in compliance with the above requirements for a restaurant and shall advise the Commission the determination of his/her inspection.

1803 Marvin Griffin Road, Augusta, Ga. 30906

Building Permits
 706.312.5050 Fax 706.312.4253

Business License
 706.312.5053 Fax 706.312.5037

Alcohol License
 706.312.5038 Fax 706.821.4253

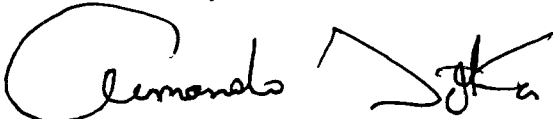
Code Enforcement
 706.312.5049 Fax 706.821.4253

Food and beverage sales were **62%** of total sales(beer, wine, food and nonalcohol beverages. This is **above the 50% food sales restaurant meeting criteria.**

According to Augusta-Richmond County Alcohol Ordinance **Section 6-2-15 Sunday Sales** (a) The sale of alcoholic beverages is authorized for consumption on-premises in eating establishments, or inn, as defined herein, on Sundays between the hours of 11:00 a.m. and 2:00 am. Monday. Where the sale of alcoholic beverages is in conjunction with the sale of food, the aforesaid hours of sale shall be applicable only to the sale of alcoholic beverages and not applicable to the sale of food; provided however, no alcoholic beverage shall be allowed to remain on any bars, tables, or be in possession of patrons after 2:30 a.m. Monday, and the inventory of alcoholic beverages must be secured as described in Section 6-2-17 of this Ordinance. For the purpose of this subsection, eating establishment shall mean an establishment which is licensed to sell alcoholic beverages for consumption on the premises and which derives at least fifty (50) percent of its total annual gross food and beverages sales from the sale of prepared meals or food, and shall further mean a restaurant meeting criteria for license eligibility provided in Section 6-2-52.

If there are any questions pertaining to this audit, please contact me at (706)312-5177.

Sincerely,

A handwritten signature in black ink, appearing to read 'Armando Totka', with a stylized flourish at the end.

Armando Totka
Business License Audit Manager



Public Services Committee Meeting

Meeting Date: September 12, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – On-Airport Land Lease Agreement with the Federal Aviation Administration (FAA)
Presenter:	Herbert Judon
Caption:	Motion to approve On-Airport Lease Agreement for the term of October 1, 2023, thru September 30, 2043 with the United States Department of Transportation, Federal Aviation Administration (FAA). Approved by the Augusta Aviation Commission on August 24, 2023.
Background:	This agreement allows the Federal Aviation Administration (FAA) continued use of the land and facilities in and around the Augusta Air Traffic Control Tower.
Analysis:	This facility is utilized for personnel and equipment to operate AGS' Air Traffic Control, Terminal Radar Approach Control, and related operational and administrative functions. This action is a continuation of the current expiring agreement.
Financial Impact:	There are no financial elements with this agreement.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on August 24, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

ON-AIRPORT LAND LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
AUGUSTA AVIATION COMMISSION

FAA CONTRACT NO: 69435Z-23-L-00087
ATID/FACILITY TYPE: AGS/ATCT
LOCATION: AUGUSTA/GEORGIA

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between Augusta Aviation Commission, hereinafter referred to as the Airport and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFAEN-17-L-00217 and all other previous agreements between the parties for the property described in this document.

4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. **Description of Premises (09/2021) 6.1.4-3** This contract covers the following described property, hereinafter referred to as the premises and hereby consisting of:

FACILITY SITE

The Airport hereby leases to the GOVERNMENT the following described property, hereinafter referred to as the premises:

Beginning at a point (U.S.C. & G.S. concrete monument) at the north end of the North-South runway, line runs along the center line of said runway on a bearing of S 12° 00' 00" E for a distance of 4626.16' to a point; thence on a bearing of S 78° 00' 00" W for a distance of 1140.61' to a point of beginning (P.O.B.); thence on a bearing of S 76° 30' 27" W for a distance of 200' to a point; thence on a bearing of N 14° 02' 33" W for a distance of 174.27' to a point; thence on a bearing of N 77° 55' 27" E for a distance of 200' to a point; thence on a bearing of S 14° 04' 33" E for a distance of 169.33' to a point; said point being the point of beginning. Said plot being located at Bush Field, Richmond County, Augusta, Georgia. The plot is shown on survey drawing prepared by Baldwin and Granston Associates, Inc. dated April 9, 1973.

ACCESS

ROAD

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the contractor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. This contract includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. The Government shall also have the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

D. The Government reserves the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

Contractor or its agent is required to go to website <https://oeaaa.faa.gov> to submit essential data for FAA evaluation prior to any construction or alteration, including any construction activities planned/performed by third parties.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

8. **Term (No Cost) (07/2022) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2023 and continuing through September 30, 2043.
9. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
10. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
11. **Excuse (09/2021) 6.2.5-3**
- A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
 - B. Permissible causes for excuse are:
 - i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
 - ii. acts of the public enemy,
 - iii. acts of the Government in either its sovereign or contractual capacity,
 - iv. pandemic, epidemic, or quarantine restrictions,
 - v. strikes, and
 - vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.
 - C. Excuse will not be granted when:
 - i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
 - ii. the conditions of the property prevent performance;
 - iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
 - iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.
 - D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.
12. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

13. **Holdover (09/2021) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
14. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.
- A. **Officials Not to Benefit (09/2021) 6.3.0-2**
 - B. **Assignment of Claims (09/2021) 6.3.0-3**
 - C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
 - D. **Contingent Fees (09/2021) 6.3.0-5**
 - E. **Anti-Kickback Procedures (09/2021) 6.3.0-6**
15. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.
16. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.
17. **Changes (09/2021) 6.3.8**
- A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
 - i. Work or services;
 - ii. Facilities or space layout;
 - iii. Amount of space/land;
 - iv. Any other change made within the scope of this lease.
 - B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
 - i. An equitable adjustment in the rental rate;
 - ii. A lump sum equitable adjustment;
 - iii. An equitable adjustment of the annual operating costs per rentable square foot; or
 - iv. An adjustment to the delivery date.
 - C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment. Failure to reach agreement on

any adjustment constitutes grounds for dispute under the Contract Disputes clause.

D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.

E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

18. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
19. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
20. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
21. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26-1** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.
22. **Interference with FAA Operations (09/2021) 6.3.28-2** The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities. The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.
23. **Hold Harmless (09/2021) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
24. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

- 25. Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.
- 26. Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
- 27. Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
- 28. Contract Disputes (09/2021) 6.3.39**
- A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
 - B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
 - C. Contract disputes are to be in writing and shall contain:
 - i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
 - ii. The contract number and the name of the Contracting Officer;
 - iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
 - iv. All information establishing that the contract dispute was timely filed;
 - v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
 - vi. The signature of a duly authorized representative of the initiating party
 - D. Contract disputes shall be filed at the following address:
 - i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
 Federal Aviation Administration
 600 Independence Avenue SW., Room 2W100
 Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
 Federal Aviation Administration
 800 Independence Avenue SW
 Washington, DC 20591
 [Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
 Facsimile: (202) 267-3720
 Alternate Facsimile: (202) 267-1293; or

ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

29. Clearing/Disposing of Debris (09/2021) 6.3.41

A. The Government shall notify the Contractor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Contractor grants the Government the right and privilege to enter upon the Contractor's land in order to cut, trim, tip, shape and maintain any trees situated within the premises and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's facility will be subject to the Government's granted privilege. Coordination with the Contractor will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by the Government's contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

30. Road Maintenance (01/2023) 6.3.42-1 The Government shall have the right, but not the obligation, to maintain and/or reconstruct the existing access road. All road maintenance/construction shall be of the most economical type that will provide satisfactory and safe transportation of personnel, equipment and material in the type of weather and climatic conditions normally encountered at this location. The Government shall not maintain or contribute to the maintenance of said access road beyond Government standards or requirements.

31. Organizational Conflict of Interest (01/2023) 6.3.47

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI

prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

- 32. Hazardous Substance Contamination (09/2021) 6.8.1** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.
- 33. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (04/2022) 6.9.5**

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A.17.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.17.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this

paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

34. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ does, _____ does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

35. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2 NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, the offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [] does, [] does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision- If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1)

of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

36. Cooperation with Defensive Counterintelligence Program Requirements (DCIP) (09/2021) 6.9.6

a. The FAA’s Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of “foreign power” or “agent of a foreign power” in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.

b. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:

- 1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;
- 2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;
- 3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.
- 4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.
- 5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.
- 6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO or their designee if their employees observe any of the following-
 - a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;
 - b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition);
 - c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of “foreign power” or “agent of a foreign power” in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or
 - d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of “foreign power” or “agent of a foreign power” in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:

- i. Non-public information from an official FAA data network or information;
 - ii. Imagery;
 - iii. Technical specifications;
 - iv. Trade secrets;
 - v. Proprietary information;
 - vi. Sensitive Security Information (SSI); and
 - vii. Any other SUI
- e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO or their designee is not feasible owing to the CO and/or their designee being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.

7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:

- a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- b) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);
- d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce,

unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;

e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;

f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;

g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;

h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and

i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.

c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.

d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

37. Notices (09/2021) 6.10.1 All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:

Augusta Aviation Commission
Augusta Regional Airport
Attn: Herbert L. Judon, Jr., Executive Director
1501 Aviation Way
Augusta, Georgia 30906-9620

TO THE GOVERNMENT:

Federal Aviation Administration
Real Estate Branch, AAQ-910
1701 Columbia Avenue
College Park, Georgia 30337-2714

38. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

AUGUSTA AVIATION COMMISSION

By: _____
 Dan D. Troutman
 Title: Chairman
 Date: _____

AUGUSTA – RICHMOND COUNTY

By: _____
 Garnett L. Johnson
 Title: Mayor
 Date: _____

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

By: _____
 Shirley A. Williams
 Title: Real Estate Contracting Officer
 Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	Public Authorization for Dan D. Troutman	10/01/2023	1
2	Public Authorization for Garnett L. Johnson	10/01/2023	1
3			
4			

PUBLIC AUTHORIZATION CERTIFICATE

On this _____ day of _____, 20____, I _____
[insert name]

certify that I am the _____ of the
[insert title]

_____ named in the attached agreement; that
[insert name of State, County, Municipality, or other Public Authority]

Dan D. Troutman _____ who signed said agreement on behalf of the
[insert name of person who signed the agreement]

_____ is
[insert name of State, County, Municipality, or other Public Authority]

_____ of said
[insert title of person who signed the agreement]

_____ ; and that said agreement was duly signed
[insert name of State, County, Municipality, or other Public Authority]

for and on behalf of _____ by authority of
[insert name of State, County, Municipality, or other Public Authority]

its governing body, and is within the scope of its powers.

Signed _____

PUBLIC AUTHORIZATION CERTIFICATE

On this _____ day of _____, 20____, I _____
[insert name]

certify that I am the _____ of the
[insert title]

_____ named in the attached agreement; that
[insert name of State, County, Municipality, or other Public Authority]

Garnett L. Johnson who signed said agreement on behalf of the
[insert name of person who signed the agreement]

_____ is
[insert name of State, County, Municipality, or other Public Authority]

_____ of said
[insert title of person who signed the agreement]

_____ ; and that said agreement was duly signed
[insert name of State, County, Municipality, or other Public Authority]

for and on behalf of _____ by authority of
[insert name of State, County, Municipality, or other Public Authority]

its governing body, and is within the scope of its powers.

Signed _____



Public Services Committee Meeting

Meeting Date: September 12, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Augusta Air Show Use of Property Agreement
Presenter:	Herbert Judon
Caption:	Motion to approve “Use of Property” Agreement for 2024 thru 2027 with Augusta Air Show, LLC for the Augusta Air Show. Approved by the Augusta Aviation Commission on August 24, 2023.
Background:	<p>In May 2023, the Augusta Regional Airport held its first air show in over twenty years. The Air Show was a tremendous success and immediately established itself as one of the premier events in our region. The 2023 event was executed with a shortened planning cycle and we were extremely fortunate to secure the US Air Force Thunderbirds and other acrobatic acts. However, a longer planning cycle creates more certainty, allows time to capture firm commitments from in-demand acts, which ultimately serves as the foundation for an even bigger and better air show experience.</p> <p>The organizer (Air Dot Show) Augusta Air Show, LLC is requesting a Use of Property agreement for four years. If approved, the four-year agreement will allow the Augusta Air Show, LLC the flexibility to proactively pursue large jet teams (e.g., Blue Angels, Thunderbirds, Snow Birds, etc.) and additional acrobatic acts. Moreover, this agreement codifies the operational details of the Augusta Air Show including the aeronautical box, parking areas, viewing areas, etc.</p>
Analysis:	<p>There are two changes in this agreement vs. the current agreement.</p> <p>Section 2.1 Term and Extension, extends the agreement for four years.</p> <p>Section 2.2 Description of Utilized Premises, provides some flexibility for adjusting the event site.</p>
Financial Impact:	There are no financial (payable) elements to this agreement.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on August 24, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGREEMENT FOR USE OF PROPERTY AUGUSTA REGIONAL AIRPORT

THIS AGREEMENT FOR THE USE OF PROPERTY, "Agreement" is made and entered into this _____ day of _____, 2023, by and between the AUGUSTA AIRPORT COMMISSION, "AAC," and AUGUSTA AIR SHOW, LLC, "AIR SHOW"

WHEREAS, AAC as owner thereof operates and maintains Augusta Regional Airport "AIRPORT", located in Augusta, Georgia, and has the right to grant use of certain portions of such Airport, subject to the terms and conditions hereinafter set forth; and

WHEREAS, AIR SHOW is willing to organize the Augusta Air Show also referred to as Air Dot Show Augusta "EVENT"; and

WHEREAS, AIR SHOW desires to enter into an agreement with AAC for use of the Airport to host the Event; and

WHEREAS, AAC is willing to grant the same to AIR SHOW, upon the promises, terms, and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, terms, and conditions set forth herein, AAC and AIR SHOW hereby mutually agree as follows

Section 1 Definitions

As used herein, the following words and phrases shall have the meanings set forth:

- 1.1 Airport** - "Airport" shall mean that portion of Augusta Regional Airport operated by the AAC as a public airport.
- 1.2 Airport Manager** - "Airport Manager" shall mean the Airport Manager of Augusta Regional Airport or their authorized representative of the AAC.
- 1.3 FAA** - "FAA" shall mean the Federal Aviation Administration of the United States government, and any federal agency succeeding to its jurisdiction.
- 1.4 Trade Fixtures** - "Trade Fixtures" shall mean, but shall not be limited to all equipment such as tents/tables/chairs, fence, portable restrooms, generators, sound system, control stage and other machinery and equipment used in connection with AIR SHOW's required or permitted activities pursuant to this Agreement.
- 1.5 Utilized Premises** - "Utilized Premises" shall mean those certain premises at Airport more particularly described in Section 2.2

- 1.6 Event** - "Event" means the Augusta Air Show also referred to as Air Dot Show Augusta featuring military and civilian aviation teams, customized performance aircraft, and aviation special effects that promote interest in aviation for the general public.
- 1.7 Event Days** - "Event Days" means the Saturday and Sunday of the Event when it is open to public spectators.
- 1.8 Event Period** - "Event Period" means the entire time the Event impacts the Airport from the Tuesday prior to the Event Days to the Monday immediately following.
- 1.9 Air Show Box** – Air Show box means the 6,000 foot by 3,000 foot aerobatic box over the Airport and adjacent land and waterway areas where all Event acts except the Air Force Thunderbirds or Navy Blue Angels shall execute their performance.
- 1.10 Jet Team Box** – Air Show box means the 12,000 foot by 3,000 foot aerobatic box over the Airport and adjacent land and waterway areas where the Air Force Thunderbirds or Navy Blue Angels shall execute their performance.

Section 2 - General Conditions

2.1 Term and Extension

The initial Term of this agreement shall be four (4) years for the Event in the years 2024-2027. Forty-five (45) days after the conclusion of each year's Event, this agreement shall automatically be extended for one additional year unless one party notifies the other of its intention not to extend the agreement during the forty-five (45) day window following an Event.

2.2 Description of Utilized Premises

AAC hereby grants to AIR SHOW the rights to use the areas as shown in **yellow** on Exhibit A attached hereto and incorporated herein by this reference to establish the following:

- a. The Event Site where public attendees will view the show. The area established for the Event Site will be utilized from 8 am on Tuesday prior to the Event Days to Monday at 5:00 pm following the Event Days for installation and dismantle of Trade Fixtures.
- b. The Parking Areas where public attendees will park their vehicles. Both a general parking area and a VIP parking area will be established. The general parking area will be accessed via Lock and Dam Road and the VIP Parking Area via General Perry Smith Parkway. The Parking Areas will be utilized from 8 am on Thursday prior to the Event Days to Monday at 5:00 pm following the Event Days for installation and dismantle of equipment and signage.
- c. The Aerobatic Box as specified in Section 1.9 and on years when the Event hosts the Thunderbirds or Blue Angels, the Jet Team Box as specified in Section 1.10. If these areas extend off airport property AAC will assist AIR SHOW to get approval to utilize and sanitize these areas during flight operations on the Event Days.

2.3 Use of Utilized Premises

The AAC intends to maintain normal operations at the Airport during the Event and the AIR SHOW shall not interfere with such Airport operations in any manner outside of the times specified for flight operations of the event as outlined in 2.2b and 2.2c.

Subject to the limitations set forth above, the AAC authorizes the AIR SHOW to use the Utilized Premises defined in Section 2.2(a) for any or all of the following purposes:

- a. To organize, set-up, and accomplish the Event for the education and enjoyment of the general public;
- b. To display and sell merchandise at the Event. AIR SHOW is responsible for ensuring each concessionaire has secured all necessary licenses and permits.
- c. To sell prepared food and drinks, including alcoholic beverages in the area defined in section 2.2a AIR SHOW is responsible for Event concessionaires complying with local and state license and permit requirements to sell food and drink.
- d. To install and maintain temporary tents, booths, exhibits and aircraft static displays in the ramp area defined in section 2.2a
- e. To install and maintain temporary fencing, traffic cones, or flagging as necessary to control access, crowds, and ensure public safety and subject to the approval of AAC;
- f. To provide security inside the Event Site and Parking Area defined in section 2.2a for the safety of the general public and the Airport property;
- g. To install temporary sanitary and first-aid facilities required for the Event participants, guests, and invitees.
- h. To install temporary signs to direct public spectators to the designated parking area defined in Section 2.2b

AIR SHOW is responsible for complying with any user fees, charges, permits or other licensing requirements as charged or imposed upon AIR SHOW by any unit of a provider of public services or other local, State, or federal entity as a result of, or connected with the Event. AIR SHOW shall obtain the additional permits or licenses and pay such associated fees as required. AIR SHOW shall furnish the Airport Manager a copy of the permits or licenses upon request.

AIR SHOW's use of the Utilized Premises shall be in accordance with local, State, and federal laws, Airport rules and regulations. AIR SHOW shall not engage in any operations at Airport prior to obtaining any certification that may be required with respect thereto by any local, State, or federal laws. AIR SHOW shall furnish the Airport Manager a copy of such certificates, upon request.

At the close of The Event, AIR SHOW shall restore the Utilized Premises to a condition satisfactory to the Airport Manager.

2.4 Responsibilities of AIR SHOW

AIR SHOW shall be responsible for conducting all activities and management of the Event inside the areas defined on Exhibit A. This includes all personnel, equipment and management of all sub-contractors providing services to the event.

2.5 Airport Regulations

In the use of the Utilized Premises, AIR SHOW agrees to observe, obey and abide by all ordinances, Airport rules, and other local, State, and federal regulations applicable thereto.

2.6 Amendment Required by FAA

This Agreement may be amended for the purpose of satisfying FAA requirements or any federal agency succeeding to its respective jurisdictions.

2.7 Promotion of Airport

AIR SHOW shall promote the Airport as the location of the Event in all materials and communications.

2.8 Payment to AAC for incremental costs

AIR SHOW shall reimburse AAC for all incremental hard costs expenses incurred by AAC associated with hosting the Event. Incremental hard cost expenses are defined as follows:

- A. Hourly paid labor costs and benefits for supplemental positions exceeding standard AAC staffing levels and/or outside standard working hours during the Event Period
- B. Supplies or materials consumed or purchased solely for the Event and used or consumed during the Event Period.
- C. Equipment rented for use sole for the Event and utilized only during the Event Period.

2.9 Insurance

A. AIR SHOW shall maintain in full force and effect during the setup, operation, and dismantle of the Event, insurance policies with respect to AIR SHOW' activities and duties hereunder. Such policies shall provide at least the following coverages with deductibles of no more than Five Thousand Dollars (\$5,000):

(i) Airmeet liability coverage written on an occurrence basis with a general aggregate with a minimum limit of Five Million Dollars (\$5,000,000);

(ii) Comprehensive General Liability or Commercial General Liability Form, including contractual liability coverage, covering AIR SHOW' business operations written on an occurrence basis with a general aggregate with a minimum limit of Five Million Dollars (\$5,000,000) and minimum limits of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, including death, and property damage liability;

(iii) Business automobile liability insurance covering “on airport” occurrences for all owned, hired and non-owned vehicles with minimum limits of Three Million Dollars (\$3,000,000) combined single limits per occurrence for bodily injury and property damage liability;

(iv) Liquor liability insurance coverage written on an occurrence basis with a general aggregate with a minimum limit of One Million Dollars (\$1,000,000);

(v) Either Workers’ Compensation Insurance in an amount in compliance Georgia law, or documentation of a legal exemption from carrying Workers’ Compensation Insurance.

ADDITIONAL INSURED STATUS: The AAC, its officers, directors, officials, employees are to all be endorsed as additional insured with certificates mailed to the following address at least fourteen (14) days prior to the beginning of construction of the Event:

Address Additional Insured Status:

Augusta Airport Commission
City of Augusta
1501 Aviation Way
Augusta, GA 30906

2.10 Indemnification of AAC

AIR SHOW shall indemnify, defend and hold AAC and its elected representatives, officers, directors, agents, and employees harmless from and against all liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind (including, but not limited to, costs of investigation, attorney fees, court costs and expert fees) resulting from any injury, damage or death to any person or property, of any nature whatsoever, and arising out of or alleged to arise out of the use, occupancy or operations of AIR SHOW, or any of its officers, directors, representatives, agents, employees, guests, patrons, trainees, contractors, subcontractors, consultants, sub-consultants, licensees, subtenants, invitees, customers, or suppliers, at the Airport. AIR SHOW shall not be liable for any injuries, death or damage to the extent that such injury, death or damage is caused by the active negligence or willful misconduct of AAC, its elected representatives, officers, agents, volunteers or employees. This Section shall survive the termination or expiration of this Agreement

2.11 Notices

Notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, or mailed by certified or United States registered mail, return receipt requested the address set forth:

AIR SHOW
Augusta Air Show, LLC
PO Box 360857
Melbourne, FL 32936
Attn: Bryan Lilley

AAC
Augusta Airport Commission
1501 Aviation Way
Augusta, GA 30906
Attn: Herbert Judon

Notice shall be effective on the date which is three (3) business days after the date of mailing.

2.12 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended by written instrument duly executed by the parties hereto. Execution of Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year fully executed by both parties.

Augusta Air Show, LLC

Date: _____

By: _____
Bryan S. Lilley, Manager

Augusta Airport Commission

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A





Public Services Committee

Meeting Date: August 29, 2023

MOU between Augusta-Richmond County and Ft. Eisenhower (formerly Ft. Gordon)

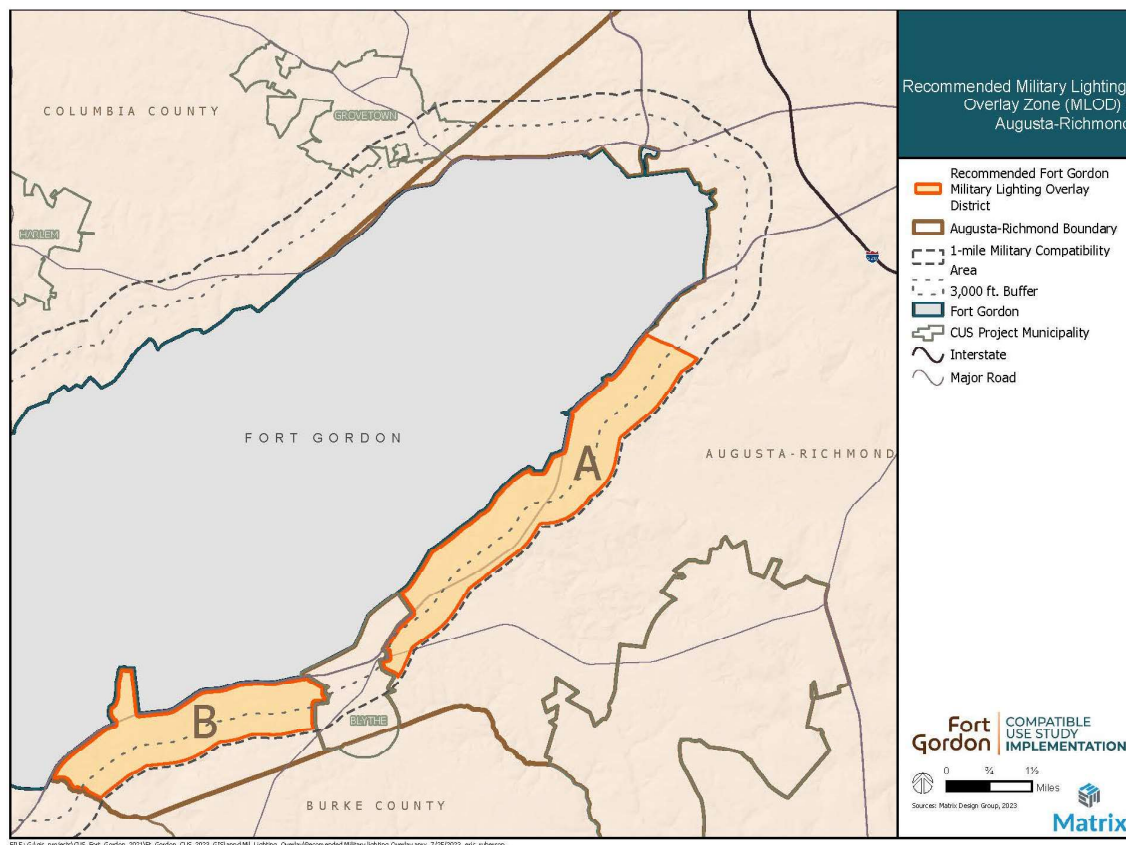
Department:	Planning & Development Department
Presenter:	Carla Delaney, Director of Planning & Development
Caption:	Motion to approve the mayor executing an MOU with Ft. Eisenhower (formerly Ft. Gordon) for compatible development criteria.
Background:	<p><i>Note: On October 27, 2023, Ft. Gordon will officially become Ft. Eisenhower. The documents use the future name.</i></p> <p>A Compatible Use Study (CUS) was completed in 2019 for Fort Gordon/Eisenhower by the Central Savannah River Area-Regional Commission. The CUS included recommendations to enhance compatible development and relationship between the community and Fort Gordon/Ft. Eisenhower.</p>
Analysis:	Th MOU establishes a mutually beneficial process for ensuring timely and consistent procedures for the review of development applications within a 1-mile radius of the fort.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to approve the mayor executing the MOU with Ft. Eisenhower for the Military Compatibility Agreement
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

MEMORANDUM OF UNDERSTANDING BETWEEN
AUGUSTA-RICHMOND COUNTY
AND
FORT EISENHOWER
FOR
MILITARY COMPATIBILITY
AGREEMENT NUMBER IM W6CBAA-230074-004 MOA

1. This is a Memorandum of Understanding (MOU) between Augusta-Richmond County, Georgia (hereinafter referred to as “the County of Augusta-Richmond”) and Fort Eisenhower (formerly Fort Gordon). When referred to collectively, the County and Fort Eisenhower are referred to as the “Parties”.
2. Background: A Compatible Use Study (CUS) was completed in 2019 for Fort Eisenhower by the Central Savannah River Area – Regional Commission. The CUS included recommendations to enhance compatible development and relationship between the community and Fort Eisenhower.

The geographic area for which this MOU is applicable is illustrated on Figure 1, and includes:

- State mandated 3,000-foot notification area per Georgia Code § 36-66-6
- 1-mile CUS Military Compatibility Area



3. Purpose: The purpose of this MOU is to establish a mutually beneficial process for ensuring timely and consistent procedures for the review of development applications. Development applications subject to this MOU include, but are not necessarily limited to:

- Request for a change in a future land use designation through a comprehensive plan amendment or update
- Request to rezone property or request for variance
- Amendments to zoning text
- Major subdivision plats
- Planned unit development
- Request for telecommunication tower development

4. PROCEDURES FOR NOTIFICATION

The following notification and review procedures are intended to provide timely receipt, review, and comment by Fort Eisenhower on development applications early in the County of Augusta-Richmond's review process and prior to approval, subject to the County of Augusta-Richmond review and approval process and timeframes.

- 4.1. The County of Augusta-Richmond will provide written notice to Fort Eisenhower within five (5) business days of completion of a development application, if located within the specified area in Section 2. The notice will include materials from the application packet that provide the recipient information about the proposal.
- 4.2. Fort Eisenhower will review the information and submit written comments to the County of Augusta-Richmond within ten (10) business days of receiving the application. Written comments from Fort Eisenhower will include any relevant concerns relating to adverse impacts on the Fort Eisenhower mission, and/or public health and safety.

The Parties agree that Fort Eisenhower responses are advisory in nature and the County cannot require an applicant to meeting recommendations that the County does not have legal authority to enforce, although the County can request applicants comply with the recommendations at the County's discretion.

If it is determined that there are no concerns with the development application, Fort Eisenhower will provide written notification to the County of Augusta-Richmond acknowledging completion of review and findings of no adverse impact within the ten (10) business day period.

If Fort Eisenhower does not provide written comments to the County of Augusta-Richmond within the ten (10) business day period, the development application will be deemed to have no adverse impact on Fort Eisenhower.

- 4.3. The County of Augusta-Richmond shall review and consider the Fort Eisenhower comments and concerns when addressing the development application.
- 4.4. The County shall provide written notice to Fort Eisenhower when a public hearing is scheduled for a proposed development that was submitted to Fort Eisenhower for review.
5. Procedure for Notifications of Fort Eisenhower Plans, Programs, and Projects that which could affect the County of Augusta-Richmond
 - 5.1. Fort Eisenhower will immediately notify the County of Augusta-Richmond upon formally changing base operations, activities, and/or procedures that may impact land outside the Fort Eisenhower fenceline, including, but not limited to:
 - 5.1.1. Permanent or temporary change in operational hours, or entry control point access.
 - 5.1.2. Adopting and/or updating plans and studies, such as installation or area development plans, or changes to standard operating procedures.
 - 5.1.3. Notice of construction for any projects specific to streets and highways such as modifications to entry control points which may create temporary or permanent impacts to traffic circulation.
 - 5.2. The County will review the information and return any relevant comments to Fort Eisenhower within ten (10) business days.
 - 5.3. The County of Augusta-Richmond will direct public comments and concerns to the Fort Eisenhower Public Affairs Office:

Fort Eisenhower Public Affairs Office
307 Chamberlain Avenue
Darling Hall, Bldg. 33720
Suite 382
Fort Eisenhower, GA 30905
Phone: (706) 791-6011
 - 5.4. POINTS OF CONTACT: Fort Eisenhower shall establish a group email address that is maintained as the primary Point of Contact between the Parties for purposes of this MOU.

EMAIL: usarmy.Eisenhower.usag.mbx.cus@army.mil

IN ADDITION, the following points of contact will be used by the Parties to implement this MOU when necessary. Each Party may change its point(s) of contact by making written notice to all other Parties.

5.4.1. For Augusta-Richmond County

5.4.1.1. Primary:

Mailing Address: 535 Telfair St. Suite 300

Augusta, GA 30901

Name: Carla Delaney

Phone: 706-821-1796

Email: CDelaney@augustaga.gov

5.4.1.2. Secondary:

Mailing Address: 535 Telfair St. Suite 300

Augusta, GA 30901

Name: Mariah Harris

Phone: 706-821-1796

Email: mharris2@augustaga.gov

5.4.2. For Fort Eisenhower

5.4.2.1. Primary: Kelly Daniels

Mailing Address: 307 Chamberlain Avenue

Ft. Eisenhower, GA 30905

Phone: 706-791-7719

Email: kelly.daniels14.civ@army.mil

5.4.2.2. Secondary: Michael Franks

Mailing Address: 527 15th St.

Ft. Eisenhower, GA 30905

Phone: 706-762-6012

Email: Michael.s.franks.civ@army.mil

6. GENERAL PROVISIONS:

- 6.1. **PERSONNEL:** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
- 6.2. **FUNDS AND MANPOWER:** This MOU does not document nor provide for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources.
- 6.3. **MODIFICATION OF MOU:** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.
- 6.4. **DISPUTES:** Any disputes relating to this MOU will, subject to any applicable law, Executive Order, directive, or instruction, be resolved by consultation between the Parties or in accordance with Department of Defense Instruction 4000.19.
- 6.5. **TERMINATION OF UNDERSTANDING:** This MOU may be terminated by either Party at any time by giving at least thirty (30) days' notice thereof in writing to the other Party.
- 6.6. **TRANSFERABILITY:** This MOU is not transferable except with the written consent of the Parties.
- 6.7. **ENTIRE UNDERSTANDING:** It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.
- 6.8. **EFFECTIVE DATE:** This MOU takes effect beginning on the day after the last Party signs.
- 6.9. **EXPIRATION DATE:** This MOU expires ten (10) years after the last party signs.

AGREED:

FOR THE USAG-FG

EVANS.REGINALD.
KEITH.1234604488

Digitally signed by
EVANS.REGINALD.KEITH.1234604
488
Date: 2023.08.15 20:45:15 -04'00'

REGINALD K. EVANS
COL, SC
Commander, USAG Fort Eisenhower

FOR AUGUSTA-RICHMOND COUNTY

Garnett L. Johnson
Mayor of Augusta

Mid-Point Review Due Date: _____

Mid-Point Review completed by: _____



Public Services

September 12, 2023

City Serve

Department:	N/A
Presenter:	N/A
Caption:	Update on City Serve from the Committee Chairman and any needs from the City of Augusta. (Requested by Commissioner Sean Frantom)
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

September 12, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Services Committee held on August 29, 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, August 29, 2023

1:00 PM

PUBLIC SERVICES

PRESENT

Mayor Garnett Johnson

Commissioner Sean Frantom

Commissioner Bobby Williams

Commissioner Stacy Pulliam

Commissioner Wayne Guilfoyle

1. **New Ownership: A.N. 23-33:** A request by Kourtney Patel for a retail package **Liquor, Beer, & Wine** License to be used in connection with Stevens Creek Wine & Spirits located at 1061 Stevens Creek Road. District 7. Super District 10.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

2. **Address Change Only:** A request by Leonard Thomas Silas for a change of address for **RTS-Restorative Therapy Solutions** from **1219 West Wheeler Pkwy. to 149 Davis Road.** District 7 Super District 10.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

3. Presentation by Cliffisms Sports & Spirits regarding their application for a Sunday sales license.

Motion to delete this item from the agenda.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

4. **Mr. Daniel New** regarding transient occupant confusion. (Referred from August 8, 2023 Commission meeting)

Motion to approve scheduling a work session to discuss this matter within the next 45 days with the inclusion of Ms. Blake, representatives from Housing & Community Development, the Administrator's Office, the Sheriff's Department, the Marshal's Department, Planning & Development, Destination Augusta and the hoteliers in the work session.

Motion made by Pulliam, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

5. Discuss the process of implementing a panhandling ordinance. (**Requested by Commissioner Sean Frantom**)

Motion to approve tasking the pertinent department directors and the Attorney with the development of a panhandling ordinance for Augusta.

Motion made by Guilfoyle, Seconded by Frantom.

Substitute motion to schedule a work session on this matter within the next 60 days before drafting a panhandling ordinance.

Motion made by Williams, Seconded by Pulliam.

Mr. Williams withdraws his substitute motion.

Amended motion to have the committee chairman schedule a work session within the next three weeks to discuss a panhandling ordinance with the inclusion of city staff, the Attorney, the Administrator, representatives from the Sheriff's Department, Marshal's Department and the Homeless Task Force as participants in the work session after which the ordinance will be developed by city staff.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

6. Motion to receive a donation from the Trust of Oakland Park.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

7. Motion to allow the Augusta Aviation Commission and its representatives to work with the Augusta Law Department on an amendment to the CFC Ordinance. Approved by the Augusta Aviation Commission on July 27, 2023.

Motion to approve.

Motion made by Williams, Seconded by Frantom.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

8. Motion to approve the minutes of the Public Services Committee held on August 8, 2023.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

9. Motion to approve bid award contract for RFQ# 23-153 ARTS Freight Plan Update to Metro Analytics.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

10. **Discuss** the development of a food truck ordinance in downtown Augusta that is far to everyone. **(Referred from the August 15, 2023 Commission Meeting)**

Motion to approve tasking the Administrator's Office to work with Planning & Development to streamline the ordinance regarding mobile food truck service with the use of readily identifiable decals for the vendors.

Motion made by Pulliam, Seconded by Frantom.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.



Public Services

September 12, 2023

BYOB Pedal Pub

Department:	N/A
Presenter:	N/A
Caption:	Discuss BYOB Pedal Pub. (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: Thursday, September 7, 2023 8:59 AM
To: Lena Bonner
Subject: Agenda Item Request

Ms. Bonner,

Well you add to the public services agenda, Discuss BYOB Pedal Pub..

Thank you,

Jordan Johnson

Augusta Commission, District 1

Finance Committee - Chair

Administrative Services - Member

Downtown Development Authority - Ex-Officio

Liasion to the Richmond County School System

706-564-9356

augustaga.gov

"Speak up for those who cannot speak for themselves, for the rights of all who are destitute. Speak up and judge fairly; defend the rights of the poor and needy."

- Proverbs 31:8-9

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