

PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber Tuesday, March 25, 2025 1:00 PM

#### **PUBLIC SERVICES**

- 1. Motion to approve the sole source purchase of OshKosh Aerotech KCI Valet Conveyor Systems in the Amount of \$135,740.00 This item was approved by the Augusta Aviation Commission on February 27, 2025.
- 2. A.N. 25-15 Existing Location, New Ownership: Retail Package Beer and Wine, Innaiah Yenumula applicant for Shoppers Stop, 1649 Olive Road, District 1, Super District 9
- 3. A.N. 25-16 New Location: Consumption on Premises Beer, Wine & Sunday Sales. Robert Shawn Moseley applicant for Emil's LLC, located at 902 Broad Street. District 1, Super District 9
- 4. A request by Edward K. Knight for Massage Operator's License to be used in connection with Wright Bodywork & Wellness Inc. located at 807 Shartom Drive, Augusta GA 30907. District 7, Super District 10.
- 5. Update on the request for additional funding for the Mosquito Control program.
- 6. Ms. Tammy Westbrook to discuss mobile license- rules and regulations for businesses.
- 7. "Update Homeless Taskforce " (Requested by Commissioner Jordan Johnson-deferred from the Commission March 18, 2025 Commission Meeting)
- **8.** Motion to approve the minutes of the March 11, 2025 Public Services Committee Meeting.



#### **Public.Services.Committee.Meeting**

Meeting Date: 3/25/2025

Airport OshKosh Aerotech KCI Valet Conveyor Systems

**Department:** Augusta Regional Airport

**Presenter:** Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve the sole source purchase of OshKosh Aerotech KCI

**Valet Conveyor Systems** in the Amount of \$135,740.00 This item was approved by the Augusta Aviation Commission on February 27, 2025.

**Background:** The lack of valet conveyors at gates 1 & 5 jet bridges has been deemed an

efficiency issue by both American and Delta Airlines. The new valet

conveyors will assist the ground crews with loading and unloading passenger carry-on items. The canopy covered valet conveyors will lessen chances for work related injuries and allow items to be loaded while partially out of the

elements.

Analysis: This is a sole source item through OshKosh Aerotech KCI, due to their

manufacturing of conveyor systems that are compatible with the current jet

bridges and have the O.E.M replacement parts.

This item has been approved and currently being processed through the

Augusta Richmond County Interim Procurement Director, Darrell White.

**Financial Impact:** This item will be purchased from the Airports Enterprise Fund.

**Alternatives:** N/A

**Recommendation:** Motion to approve the soul source purchase of **OshKosh Aerotech KCI** 

Valet Conveyor Systems in the Amount of \$135,740.00 This item was

approved by the Augusta Aviation Commission on February 27, 2025.

Funds are available in the following accounts: 551-08-1302-54:21110

**REVIEWED AND** N/A **APPROVED BY:** 

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

Vendor:

OshKosh Aerotech

E-Verify Number:

32855

Commodity: Jet Bridges - 1 & 5 Valet Conveyors

Estimated annual expenditure for the above commodity or service:

\$135,740.00

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

- SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER. THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's - not the distributor's - written certification that identifies all regional distributors. Item no. 4 also must be completed.)

LBK

3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

**LBK** 

4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

LBK

- 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name:

L. Bruce Keller

Department:

Facility Maint.

Department Head Signature:

Approval Authority:

Administrator Approval: (required - not required)

Date:

COMMENTS: (0 mm. 55No

Rev. 09/10/12



(706) 798-3236 · Fax (706) 798-1551 · 1501 Amatum Way · Augusta Georgia 30906 · / www flyags com

**MEMORANDUM** 

Date:

30 January 2025

To:

Darrell White, Interim Procurement Director

From:

Herbert Judon, Executive Director

Re:

Sole Source Request Memo - OshKosh Aerotech KCI Valet Convey - 1 & 5

This memo is regarding the sole source request to purchase 2 valet conveyors for the OshKosh Aerotech jet bridges located at gates 1 & 5. The lack of valet conveyors at gates 1 & 5 jet bridges has been deemed a safety issue by both American and Delta Airlines. These valet conveyors assist the ground crews with loading and unloading passengers items from carry-on. The canopy covered valet conveyors will lessen chances for work related injuries and allow items to be loaded while partially out of the elements. Both KCI valet conveyors have a 18 – 20 week lead time and are customed built. OshKosh Aerotech, an approved airport vendor, will provide, ship, and install both listed valet conveyors for a grand total of \$135,740.00.

121922

AUGUSTA-RICHMOND COUNTY GEORGIA

TOTAL PRICE NAME OF BIDDER UNIT PRICE PURCHASE ORDER NUMBER PURCHASE ORDER DATE TOTAL PRICE REQUISITION DATE NAME OF BIDDER REQUISITION UNIT PRICE 49 35 740 00 TOTAL PRICE **PURCHASING DEPARTMENT** 91 NAME OF BIDDER REQUISITION UNIT PRICE DUANTITY VENDOR
PHONE NUMBER
OUOTED BY 302-5421110 DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER 27 0 DESCRIPTION DEPARTMENT NUMBER DEPARTMENT NAME SHIPPING CHARGES DEPARTMENT HEAD TOTAL BID 2 2 9 = 2 5 9 = 2 2 8

Item 1.

Facility Maintenance

DEPARTMENT NAME: F
DEPARTMENT NUMBER:
DEPARTMENT HEAD:

**Bruce Keller** 

# AUGUSTA-RICHMOND COUNTY GEORGIA **PURCHASING DEPARTMENT**

REQUISITION

REQUISITION

30 Januaury 2025	
REQUSITION DATE	PURCHASE ORDER NUMBER

					PURCHASE ORDER DATE	RDER DATE		
			NAME	NAME OF BIDDER	NAME	NAME OF BIDDER	NAME	NAME OF BIDDER
		VENDOR	OshKo	OshKosh Aerotech				
		PHONE NUMBER						
		QUOTED BY	Tim Starkey					
ITEM#	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
4	2 - OshKosh/Aero KCI Valet Conveyors & Landings			\$123,596.00				
2	18 - 20 Week Lead Time to Supply Conveyors							
ო	Labor & Material Provided Through OshKosh -							
4				100				
ъ	18 - 20 Week Leead Time - Delivery							
9				\$0.00				
7				\$0.00				
00				\$0.00				
ය				\$0.00				
9				\$0.00				
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12				\$0.00				
13				\$0.00				
14				\$0.00				
15				\$0.00				
16				\$0.00				
17				\$0.00				
18				\$0.00				
19				\$0.00				
SUB TOTAL				\$123,596.00				
SHIPPING CHARGES	HARGES			\$12,144.00				
TOTAL BID				\$135,740.00				

### Keith Consolidated Industries, Inc.





February 17, 2025

Mr. Bruce Keller Airfield Maintenance Supervisor Augusta Regional Airport

Keith Consolidated Industries, Inc. products are manufactured by KCI, Inc in White City, Oregon. We are the sole source provider of your current equipment and O.E.M. replacement parts for our JWBL (Jetway Belt Loaders), these are the conveyors attached to the Oshkosh Aerotech PBB's. We are the sole provider to Oshkosh for the JWBL units.

KCI's equipment and most replacement parts are either proprietary or patented, as each is designed specifically for your equipment, the application, and expected use; therefore, others cannot manufacture our equipment or offer KCI, Inc. replacement parts and warranties.

Unauthorized work, replacement parts, or training not done by KCI will avoid any warranty.

Constant investment in research and development, a commitment to quality, and improving our new equipment and our equipment currently in operation around the world, allow KCI, Inc. to bring the latest developments in technology to our industry and clients.

Thank you for requesting this information and the opportunity to fully explain our commitment. If you have any questions, I can be reached at 541-830-8678.

Best Regards,

Glenn Nicolicchia

PO Box 2581

White City, OR 97503 Phone: 541-830-8678 Cell: 541-944-9857 www.kcigse.com

> PO Box 2581 • White City, OR 97503 GSE Phone: (541) 830-8678 • Fax: (541) 826-2956 WaterJet Phone: 541-830-8671• Fax: (541) 826-2956



Oshkosh AeroTech, LLC 4074 S. 1900 W. Ste 500 Rov. Utah 84067

Phone: 801-627-6600 www.oshkoshaerotech.com

Date: 12/10/2024

Bruce Keller, Augusta Regional Airport 1501 Aviation Way Augusta GA 30906

RE: 2913570 CKT BD IV SENSE 28V

Dear Bruce,

To whom it may concern,

Oshkosh AeroTech is providing the attached listing of Oshkosh AeroTech - Jetway business unit patents pertinent to aircraft passenger boarding bridges, pre-conditioned air units, and ground power units. As the Original Equipment Manufacturer (OEM) for these passenger boarding bridges, pre-conditioned air units, and ground power units, Oshkosh AeroTech is the provider of all spare parts required for the maintenance of these products.

Oshkosh AeroTech – Jetway has various patents pertaining to aircraft passenger boarding bridges in many countries. However, the below listing will only include patents in the United States. Additionally, Oshkosh AeroTech – Jetway has had many patents for the passenger boarding bridges that have expired. Nevertheless, the methods and procedures of Oshkosh AeroTech – Jetway in making the pertinent products remain a trade secret and are proprietary to Oshkosh AeroTech – Jetway.

Not all Jetway passenger boarding bridges, pre-conditioned air units, or ground power units contain the inventions covered by the patents noted on the attached list. Additionally, there are patents that are currently pending which have not been issued.

I appreciate the opportunity to be of assistance. If you have any further questions, please feel free to call.

Sincerely,

Scott Ezola

hutt Ext

Director of Aftermarket Sales

Oshkosh Aerotech, An Oshkosh Corporation Business

RQ# R10340-0A



#### PROPRIETARY AND CONFIDENTIAL

1/21/2025

Bruce Keller Airfield Maintenance Supervisor Augusta Regional Airport 1501 Aviation way Augusta GA 30906

Re: KCI loader and landings

Mr. Keller

Oshkosh AeroTech is pleased to provide the following quote to supply and install 2 KCl stair mounted belt loader and landing on Jetways OG# 33870 and 33871 located at Augusta Regional Airport

The following is part of the conditions of this proposal:

- 1) Standard Oshkosh AeroTech T&C'S are included in this quote
- 2) An agreed to time for the project to start and install
- 3) Estimated lead time of 18 to 20 weeks from the supplier for the KCI units
- 4) Install is based on 1 unit at a time
- 5) Daylight install work, with no holiday work
- 6) Pricing is based on non-union labor
- 7) Pricing is based on no prevailing wages
- 8) Does not include stamped drawings or special permits

Thank you for your interest in Oshkosh AeroTech. We appreciate the opportunity to provide you with our proposal. Should have any questions, please contact me via email or on my mobile.

Regards,

Oshkosh AeroTech
Tim Starkey

Tim Starkey Aftermarket Manager



Quotation is valid for 90 days		
DESCRIPTION OF SERVICE	To the second	PRICE
SCOPE OF WORK 2024: BASE BID	Unit Price	Extended Prices
Supply 2 each KCl belt loader with cover and landing, with electrical power and connections in console.	\$ 50,548.00	\$ 101,096.00
➢ Install of 2 each KCl belt loaders with cover and landing on Jetways OG# 33870 and 33871	\$ 22,500.00	\$ 22,500.00
Freight Performance Bond		\$ 12,144.00 Not Included
Tax Note: The BUYER is responsible for payments to the SELLER of any Sales/Use or other similar type taxes imposed on this sale. Based on the tax rate in effect on the date of this Proposed Order, state and local sales/use tax at xxx % must be added to Labor-Materials-Freight		
Seller will accept a valid exemption certificate from BUYER if applicable; however, if an exemption certificate previously accepted is not recognized by the government taxing authority involved, and SELLER is required to pay the tax covered by such exemption certificate, BUYER agrees to promptly reimburse SELLER for the taxes paid.		
Because of possible changes and variations in the completion of the Contract, the actual tax will be calculated pursuant to applicable state Law and assessed upon completion of this project, unless state law Requires the tax to be collected on a periodic basis		
Total		\$ 135,740.00



Oshkosh AeroTech, LLC 4074 S. 1900 W. Ste 500 Roy, Utah 84067 Phone: 801-627-6600 www.oshkoshaerotech.com

#### **Patent Portfolio for Jetway Systems**

Product-	Patent Number	Title	<b>Expiration Date</b>
PCAire	5,431,021	Thermoelectric Device with a Plurality of Modules Individually Controlled	11/27/2012
PCAire	5,385,020	Thermoelectric Air Cooling Method with Individual Control of Multiple Thermoelectric Devices	11/27/2012
PCAire	5,383,335	Method and Apparatus for Supplying Preconditioned Air to a Parked Aircraft	10/19/2013
PCAire	5,715,701	Double Blower Air Conditioning Unit	10/1/2016
Jetpower	4,636,720	Phase Detector	11/30/2004
Jetpower	5,075,617	Automatic Line Drop Compensator	5/2/2010
Bridge	1,080,401	Articulated Closure for a Passenger Boarding Bridge	7/1/1997
Bridge	1,154,158	Bridge Positioning Device	9/27/2000
Bridge	4,358,721	Bridge Positioning Device	4/20/2000
Bridge	4,633,152	Direct Current Motor Controller	11/29/2004
Bridge	5,667,018	Fire Control Foam Distribution System for Use in Distributing Foam beneath a Passenger Boarding Bridge	1/2/2016
Bridge	5,704,086	Passenger Boarding Bridge	1/2/2016
Bridge	5,761,757	Passenger Boarding Bridge for Servicing Commuter Aircraft	11/1/2016
Bridge	6,330,726	Gangway System	2/18/2020
Bridge	6,487,742	Side Pivot Cab for Loading or Unloading an Airplane	6/10/2019
Bridge	6,898,816	Adaptable Cab Floor Engagement Assembly for Commuter and Conventional Jet	10/4/2021
Bridge	6,993,802	Passenger Boarding Bridge (Applicant Number 711,129)	5/8/2022
Bridge	6,993,802	Passenger Boarding Bridge	11/12/2019
Bridge	7,188,383	Adaptable Cab Floor Engagement Assembly for Commuter and Conventional Jet	10/4/2021



# CONDITIONS OF SALE - AFTERMARKET ALL QUOTATIONS ARE MADE SUBJECT TO THE FOLLOWING TERMS

The following terms and conditions shall apply to contracts entered into by OSHKOSH AEROTECH, LLC ("Seller"), operating through its Jetway Systems business unit for refurbishment and spare parts.

These conditions of sale quoted herein shall remain in effect and supersede all other conditions of sale expressed or implied by Buyer, unless Buyer and Seller otherwise agree in writing. As used throughout this Contract, the term "Product" or "Products" is defined to include all equipment, materials, supplies, components, and any services, engineering, design, and data or other work supplied by Seller under this Contract. Any modifications to the terms herein shall be deemed rejected unless expressly approved by Seller in writing

1. QUOTATION VALIDITY: This Quotation expires and becomes void on the stated validity date, unless on, or prior thereto, Seller has received (i) Buyer's order evidenced by its return of this Quotation signed in the space provided for Buyer's acceptance, or (ii) Buyer's Notice to Proceed, (referencing this quotation) to commence design or fabrication of the project herein specified. All orders are subject to acceptance at Seller's offices in Ogden, Utah, and any sale to Buyer hereunder shall be governed solely by the terms and conditions contained herein which shall supersede any conflicting terms and conditions of Buyer, any statement in Buyer's terms notwithstanding.

Seller's quote is based on commodity prices, material, and other costs ("Production Costs") as of the bid date, or if no bid date is applicable, as of the effective date of these terms and conditions. Seller reserves the right to revise any originally quoted prices on the production or transportation of the products covered by this Agreement, either during the time of manufacturing or at the time of shipment, that result from increases in Seller's Production Costs, including but not limited to increases in the cost of steel, changes in US trade policies, or as a result of any other material increases in Seller's costs, or those that are beyond Seller's control. With respect to such costs, Seller will use the applicable Producer Price indices (PPI's) to determine the amount of any price increases and will be disclosed such PPIs with Buyer when or before making any applicable pricing changes.

- 2. PAYMENT TERMS: Unless otherwise indicated in the Quotations, for refurbishment work under this contract require an advance payment of 50% of the total contract value. The remaining 50% shall be invoiced per the Quotation payment schedule. Payment schedule is based on 50% down payment, the remaining 50% invoiced once the bridge is on site. If there is no payment schedule in the Quotation, then payment will be by monthly progress payments. Spare Part sales shall be 100% payable upon shipment of goods by Seller.
  - Terms are net 30 days subject to credit approval.
  - b. If Buyer fails to perform any condition of the terms of payment of this Contract, Seller shall be entitled to an extension of time for performance of its obligations and if Buyer fails to rectify the non-performance promptly upon notice thereof, Seller may cancel this Contract, and Buyer shall pay Seller its charges for cancellation upon submission of Seller's invoices therefor.
- 3. PRICE: This is a firm fixed price contract. No changes in the price will be allowed unless mutually agreed to in writing by both parties. Prices are ExWorks Seller's facility unless noted otherwise on the Seller's proposal. All freight prices are estimated amounts and will be invoiced at actual costs upon receipt of shipper's invoice.
- 4. TAXES: State sales and/or use taxes are not included. In areas where Seller is not authorized to collect such taxes, the remittance of any sales/use tax shall be the responsibility of the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, or the certificate doesn't cover all assessed taxes and the Seller is required to pay such taxes, Buyer agrees to promptly reimburse Seller for the taxes paid.
- 5. DELIVERY: Delivery/Completion times are approximate and are dependent upon timely receipt by Seller of all necessary



equipment definition (paint color, desired carpet, column heights, etc.) and information from the Buyer necessary to proceed with the refurbishment work. In the event Buyer does not timely provide the requested definition and information, the delivery time will be delayed accordingly, and Seller will notify Buyer of the revised schedule.

- 6. <u>DELAYS</u>: In the event Seller should be requested by, or caused by, Buyer to delay its work, Seller shall be entitled to the following:
  - a. A storage fee will be assessed for all delayed Products pending final delivery and installation at Buyer's site(s).
  - Any additional costs incurred by Seller in repairing and refurbishing the Product(s) to original condition following such storage period and preliminary to delivery to Buyer.
  - Any extra handling costs incurred in extra or double handling of the Product(s) to accommodate Buyer caused or requested delays.
  - Payment in full for the work completed in accordance with the Buyer's contract schedule but placed into storage to accommodate the Buyer.

#### 7. FORCE MAJUERE:

- a. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to (i) causes beyond Seller's reasonable control; (ii) acts of god, act (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (iii) inability due to causes beyond Seller's reasonable control to timely obtain either necessary and proper materials, components, energy, fuel, transportation, or Buyer authorizations or instructions, definition or information required for Seller to complete the manufacture of the equipment.
- b. In the event of any delay or failure excused by this Article, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery date. In the event of such delay, the time of delivery or of performance shall be extended for a period equal to the time lost by Seller by reason of the delay. If delay excused by this Article extends for more than sixty (60) days and the parties have not agreed upon a revised schedule for continuing the work at the end of the 60 day period, including adjustment of the price if applicable, then either party upon thirty (30) days written notice, may terminate this Contract with respect to the unexecuted portion of the work, whereupon Buyer shall pay Seller for all the work completed to the date of termination including profit for that work and Seller shall turn over all materials and Products completed at the termination date.
- 8. RISK OF LOSS & TITLE: Full risk of loss shall pass to the Buyer upon delivery of products. However, Seller retains title, for security purposes only, to all products until paid for in full. Seller may at Seller's option repossess the same upon buyer's default in payment hereunder and charge Buyer with any deficiency.
- 9. INSTALLATION: In the event Seller is responsible for installation of the Products, Buyer agrees to provide Seller and/or its subcontractors full and timely access to the installation site, available power for testing, and an uninterrupted installation schedule. In the event that Seller shall suffer any costs or expense due to delays at the site that are beyond Seller's control, Buyer shall be charged with Seller's increased costs so incurred.
- 10. PRODUCT ACCEPTANCE: The Buyer shall inspect all Product(s) and associated work within ten (10) business days of notice from the Seller to the Buyer that the applicable work is substantially complete. Buyer shall identify in writing all punch list items during the inspection and Seller shall immediately correct such items. Buyer shall inspect and provide a final acceptance certificate within five (5) business days of notice from the Seller to the Buyer that all punch list items have been corrected.

#### 11. WARRANTY



- a. Seller warrants that any refurbishment work performed will meet all applicable specifications and other specific product and work requirements of this agreement and will be free from defects in material and workmanship for a period of one year from final acceptance of the work or beneficial occupancy, whichever occurs first. All parts not manufactured by Seller that are purchased from other vendors shall be warranted for 6 months or the vendor's stated warranty for the part, whichever is less. The sole remedy for breach of this warranty is the repair or replacement (at Seller's option) of the defective good, and Seller will not be liable under this warranty for labor to remove or reinstall the good, for transportation or freight on the good or any replacement good, for down time or for any other costs. This warranty is limited to the Products provided and the work performed during the course of this contract. Defective and nonconforming items must be held for Seller's inspection and if requested returned to the Seller's manufacturing facility. THERE ARE NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.
- b. Upon Buyer's submission of a claim as provided above and following its substantiation, Seller shall provide a replacement part for the defective or faulty part.
- c. The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty against Seller for all claims arising hereunder or relating hereto. In no event shall Buyer be entitled to incidental or consequential damages. Any action by Buyer arising hereunder, or relating hereto whether based on breach of contract, tort (including negligence and strict liability) or other theories must be discovered within one (1) year after the cause of action occurs or it shall be barred.
- d. The foregoing warranty provisions are applicable only if the Buyer has performed preventative maintenance in accordance with Seller's maintenance rnanual. The required maintenance must be performed, and records maintained for Seller's review and inspection if requested.
- e. Seller disclaims any warranty responsibility as to its products in the event of any modification of such product without prior written consent of Seller. With respect to any Products not manufactured by Seller (except for integral parts of Seller's Products, to which the warranties set forth above shall apply), Seller gives no warranty, and only the warranty, if any, given by the manufacturer of the other product shall apply.
- f. Due to the inherent design and operational use of the canopy closure curtains, tires, aircraft supply hose and hose storage basket, input and aircraft cables, light bulbs, light lenses, and fuses (when required), these items are considered expendable parts and are not covered by any warranty other than that of workmanship and quality. In addition, the following after-installation-adjustments are considered a part of standard boarding bridge maintenance and therefore are not covered by any warranty: (i) Vertical travel limits, (ii) Horizontal travel limits, (iii) Swing tunnel warning and limit, (iv) Adjustment of motor brakes and timer, (v) Steer and over-steer limits, (vi) Tire pressure, (vii) Cable adjustment, electrical and mechanical and (viii) Tunnel roller adjustments.

#### 12. PATENT INFRINGMENT:

a. If notified promptly in writing by Buyer and given complete authority, information and assistance, Seller shall defend, or may settle, at its option, any suit or proceeding brought against Buyer based upon a claim that the use or sale of any equipment in accordance with this Agreement constitutes literal infringement of any apparatus claim of a United States patent. Seller shall pay all damages and costs awarded in such suit or proceeding provided Buyer does not, by any act, except as may be required by law, or compelled during or as a result of legal proceedings (including any admission or acknowledgment), materially impair or compromise the defense of such suit or proceeding. If in such suit or proceeding, the equipment or any portion thereof is held to constitute infringement and its use is enjoined. Seller shall, at its own expense and option, either procure the right for Buyer's continued use or sale thereof, replace or modify the affected portion so that it becomes non-infringing, or accept return of such portion and refund a prorata portion of any amount paid by Buyer for such portion. This states the entire liability of Seller with respect to any infringement by the equipment.



b. The foregoing paragraph shall not apply to any claim of infringement arising from any item of equipment or portion thereof specified by Buyer, or Buyer's modification of the equipment, or Buyer's use thereof with other software or equipment not supplied by Seller. As to any such use, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

#### 13. INDEMNIFICATION AND CONSEQUENTIAL DAMAGES:

- a. Seller will indemnify, defend and hold harmless the Buyer from and against the loss, liability, claim, or action, to persons, property or third parties ("Loss") to the extent that such Loss was caused by the Seller or its agents, subcontractors or affiliates.
- b. Notwithstanding the foregoing, Seller will not be liable, in contract or tort, for any indirect, special, or consequential damages, including, but not limited to, lost profits, loss of use, environmental or pollution damage, regardless of cause.
- 14. TERMINATION: Buyer reserves the right, at any time and for its convenience, to terminate this Order in whole or in part by written notice to Seller. Immediately upon receipt of such notice, Seller shall stop all work hereunder except as otherwise directed by Buyer. If Seller is not in default of any of its obligations hereunder at the time of such termination, Buyer shall pay to Seller, as Seller's sole and exclusive remedy, an amount equal to: (a) reasonable and documented costs incurred by Seller prior to termination, plus the reasonable profit prorated on the portion of work completed, less the disposal or retention value of termination inventory; and (b) the reasonable and necessary cost, if any, incurred by Seller in terminating the work. The above amounts, plus prior payments, shall in no event exceed the Contract Price as prorated to the portion of the order completed as of the time of Seller's receipt of such notice.
- 15. <u>STANDARDS</u>: Unless otherwise specified, units are designed to meet all applicable U.S. national equipment codes, including NEC, AISC and AWS. Costs of meeting any local codes not specifically mentioned shall be an addition to the contract unless noted in Schedule A of this quotation.
- 16. <u>LICENSES AND PERMITS</u>: Building permits by any airport or regulatory authority, and applicable fees for said permits are the responsibility of the Buyer.
- 17. MANUALS: The prices herein cover the cost of providing our Standard Operation & Maintenance manual for each Product sold.

  One (1) copy per model will be provided per location. The charge for any additional manuals will be given upon request. Unless otherwise specified, all manuals provided will be in the English language.
- 18. <u>DISPUTES AND GOVERNING LAW</u>: This contract shall be governed under the laws of the State of Utah. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's Senior Management within ninety (90) days after a party's initial notice of the dispute, the parties shall be free to litigate their differences in local, state, or federal courts in Ogden, Utah.
- 19. <u>SUCCESSORS AND ASSIGNS</u>: This contract shall inure to the benefit of and bind any successor in interest to a party to this contract. Neither party will assign this contract or delegate its performance thereunder without the prior written consent of the other Party. However, the Seller may assign this contract to any subsidiary, affiliate or successor in interest upon notice to the Buyer of such assignment.
- LIMITATION OF LIABLITY: Under no circumstances shall the total aggregate liability under any contract for all Sellers'
  exposures (e.g. warranty, indemnification, liquidated damages) exceed the value of the contract or US\$1,000,000 whichever is
  lesser.



OSHKOSH AEROTECH, LLC

#### 21. INTELLECTUAL PROPERTY / SOFTWARE:

- a. Seller shall exclusively own all intellectual property rights in the products and services provided by Seller under this contract. Buyer shall receive a royalty-free, non-exclusive license to utilize Seller's intellectual property as it relates to the products and services hereunder for Buyer's internal purposes.
- b. Buyer agrees that the Software and any other related information or data supplied by Seller constitutes a valuable trade secret and is proprietary information of Seller and/or Seller's licensors. Unless expressly authorized by Seller in writing, the Software may not be copied, modified, translated, reverse engineered, compiled or decompiled, transferred, or disclosed to another party. Notwithstanding the foregoing, the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.
- 22. <u>MISCELLANEOUS</u>: The invalidity, in whole or in part, of any Article or Paragraph thereof shall not affect the validity of the remainder of such Article or Paragraph of this Contract.
- 23. ENTIRE AGREEMENT: This Agreement, when accepted, shall constitute the entire Agreement between Seller and Buyer, superseding any oral or written negotiations or promises, and this Agreement may be changed, discharged or terminated only by an instrument in writing executed by a duly authorized representative of the parties.

through its business unit Jetway Systems		
Frank Moore		
Offered By: Frank Moore	Accepted By:	
Title: VP & General Manager	Title:	
Date: January 21, 2025	Date;	



#### Insurance Memo

1/14/2025

Dear Valued Customer,

Oshkosh AeroTech, LLC was acquired by Oshkosh Corporation in August 2023. Oshkosh Corporation (NYSE: OSK) is a \$9.78, 107+ year business with iconic, market-leading brands. Oshkosh designs and manufactures purpose-built vehicles and equipment to help build, protect and serve communities around the world.

We adhere to our commitment in doing business the right way and, as a valued partner in our organization, we strive to provide advanced transparency when given the opportunity.

The purpose of this memo is to provide preliminary notice on various risk and insurance related matters relating to the Oshkosh AeroTech insurance program. Please note the following is intended to be broadly communicated and may not be applicable to the specific insurance requirements under this agreement.

- Per project aggregate requirements The Oshkosh AeroTech Aviation General Liability policy is not structured on a per project basis.
   White per project aggregates are more commonplace in the construction industry, Oshkosh AeroTech primarily operates within the manufacturing space, where per project aggregates are not utilized and insurance policies are not structured to accommodate this. In lieu of a per project aggregate, Oshkosh AeroTech places an Aviation General Liability policy on a general aggregate basis. This policy is specifically designed for Aviation-risks, both projects and products. We are confident that the current policy structure (general aggregate), along with the ample limits maintained under this structure, is more than adequate to meet the desired needs/intent of the per project aggregate.
- **Disclosing full insurance limits** It is company policy that we do not disclose our full policy limits to third parties. We are a Fortune 500 organization with publicly available financials; we are readily capable of meeting our financial obligations.
- Disclosing insurance deductibles and maximum deductible requirements It is company policy that we do not disclose, or alter, the deductibles maintained under our respective insurance policies. As previously stated, we are a Fortune 500 organization with publicly available financials; we are readily capable of meeting our financial obligations. In addition to refusal to disclose our deductibles, we also will not agree to alter our current policy deductibles to adhere to a specific deductible requirement. Our insurance programs are placed on a broad scale (not on a per project basis), therefore our programs are not structured to be altered on a per project basis.
- Copies of insurance policies It is company policy that we do not distribute copies of our insurance policies to third parties. We will
  provide certificates of insurance and any applicable endorsements, when required by written contract, but will not provide the actual
  policy documents.

This memo is intended to provide advanced notice on the Oshkosh insurance program. Oshkosh AeroTech reserves all rights to conduct a thorough review of all applicable contract documentation, and the right to comment and negotiate on all matters related to the contract documents.

Sincerely,

Oshkosh AeroTech, LLC

DEPARTMENT HEAD: DEPARTMENT NUMBER DEPARTMENT NAME: Facility Maintenance Bruce Keller

# PURCHASING DEPARTMENT REQUISITION **AUGUSTA-RICHMOND COUNTY GEORGIA**

REQUISITION

REQUSITION DATE

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

30 Januaury 2025

			\$135,740.00				TOTAL BID
			\$12,144.00			ARGES	SHIPPING CHARGES
			\$123,596.00				SUB TOTAL
			\$0.00				19
			\$0.00				18
			\$0.00				17
			\$0.00				16
			\$0.00				15
			\$0.00				14
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			\$0.00				12
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			\$0.00				8
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			0.000			18 - 20 Week Leead Time - Delivery	5
							4
						Labor & Material Provided Through OshKosh -	3
						18 - 20 Week Lead Time to Supply Conveyors	2
			\$123,596.00			2 - OshKosh/Aero KCI Valet Conveyors & Landings	1
UNIT PRICE TOTAL PRICE	TOTAL PRICE L	UNIT PRICE	TOTAL PRICE	UNIT PRICE	YTITNAUD	DESCRIPTION	ITEM#
				Tim Starkey	QUOTED BY		
					PHONE NUMBER		
			OshKosh Aerotech	OshKo	VENDOR		
NAME OF BIDDER	NAME OF BIDDER	NAME	NAME OF BIDDER	NAME			



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

# Augusta Aviation Commission Meeting Minutes February 27, 2025 10:00 a.m. Orwen Commission Chambers

Orwen Commission Chambers 2nd Floor - Terminal Building

Committee Members: Chairwoman Ronic West; Vice-Chairman Commissioner Michael Cioffi

Commissioner Dan Troutman; Commissioner James Germany; Commissioner Larry Harris; Commissioner Marshall McKnight; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner Davis Beman; Commissioner William Fennoy

Staff: Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa

Bingham; CPT. Matt Tindell; Chief R. Beal; Mr. Bruce Keller; Ms. Diane Johnson; Mr. Cody Mitchell; Mr. Kory Anderson; Mr. Ken Henkle; Mr. DeAndre Davis; Mr. Tyler Good; Ms. Jennifer Humphrey; Ms. Catherine Highsmith; Ms. Gale Terrell; Mr. Dillion Terrell;

Mr. Robert Kerr- Staff Attorney;

Others: Mr. Edwin Scott, Mead & Hunt; Ms. Dana Lynn McIntyre – Augusta

**Business Daily;** 

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:11 am

Prayer by Commissioner Troutman

- I. AGENDA, MINUTES, STATISTICS, & CONSENT- Chairwoman Ronic West
  - A. February 27, 2025 Meeting Agenda
  - B. January 30, 2025 Commission Meeting Minutes
  - C. January Statistics

Aviation Commission Meeting Agenda February 27, 2025 Page 2 of 2

Motion by Commissioner Larke 2nd by Commissioner Fennoy to approve February 27, 2025, Augusta Aviation Committee meeting agenda, the January 30, 2025, Commission Meeting Minutes & the January Statistic not including the Delta Statistics

#### II. EMPLOYEE RCOGNITION- Catherine Highsmith

- A. Dylan Terrell, Airport Groundskeeper-10 Years
- B. Felizitas "Gale" Terrell, Airport Administrative Assistant-15 Years
- C. Diane Johnston, Airport Director of Marketing & Business Development-20 Years
- D. Marcell Harris, Airport Lead CSA-35 Years

#### III. COMMITTEE REPORTS:

A. Marketing Committee Report-Commissioner Michael Cioffi

Motion by Commissioner Cioffi 2nd by Commissioner Troutman to approve the Marketing Committee Report

Pending Approval for Serenity Behavioral Health submitting 501c3; Unanimous Ayes; Motin carries

B. Finance Committee Report-Commissioner Davis Beman

Motion by Commissioner Beman 2nd by Commissioner Sasser to approve the February 2025 Committee Report

No Discussion; Unanimous Ayes; Motin carries

#### IV. FINANCE REPORT – Risa Bingham

January Financials

Motion by Commissioner Beman 2nd by Commissioner Cioffi to approve the January 2025 Financial

No Discussion; Unanimous Ayes; Motin carries

#### V. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS)- 2025 Budget Amendment for Personnel- Herbert L. Judon, Jr. Motion by Commissioner Sasser 2nd by Commissioner Troutman to approve 2025 Budget Amendment for Personnel

No Discussion; Unanimous Ayes; Motin carries

B. Augusta Regional Airport (AGS)- Work Authorization #13- Runway 8/26 As-Built 18b Survey - Elizabeth Giles

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Authorization #13- Runway

8/26 As-Built 18b Survey No Discussion; Unanimous Ayes; Motin carries

C. Augusta Regional Airport (AGS)- John Wayne Air Calvary, Inc. -Professional Services Agreement - Kennth Hinkle

Motion by Commissioner Troutman 2nd by Commissioner Beaman to approve John Wayne Air Calvary, Inc. -Professional Services

No Discussion; Unanimous Ayes; Motin carries

D. Augusta Regional Airport (AGS)- FAA Reimbursable Agreement Masters® 2025- Kennth Hinkle Motion by Commissioner Larke 2nd by Commissioner Sasser to approve FAA Reimbursable Agreement Masters 2025

Commissioner Troutman voted nay; Motin carries

E. Augusta Regional Airport (AGS)- Riversville Aircraft Corp. Lease Agreement 2025-2026 - Kennth Hinkle

Motion by Commissioner Harris 2nd by Commissioner Beaman to approve Riversville Aircraft Corp. Lease Agreement 2025-2026

Update contract to reflect lease of 12 months not 8 months; Unanimous Ayes; Motin carries

F. Augusta Regional Airport (AGS)- Mavel Wings Lease Agreement 2025-2026 - Kennth Hinkle Motion by Commissioner Cioffi 2nd by Commissioner Sasser to approve Mavel Wings Lease Agreement 2025-2026

No Discussion; Unanimous Ayes; Motin carries

- G. Augusta Regional Airport (AGS)- Turo Inc. Operating Agreement 2025 Tyler Good *Item was removed per staff request*
- H. Augusta Regional Airport (AGS)- Augusta Museum of History (AMH) Curatorial Coordination Agreement- Lauren Smith

Motion by Commissioner Sasser 2nd by Commissioner Beaman to approve Augusta Museum of History (AMH) Curatorial Coordination

No Discussion; Unanimous Ayes; Motin carries

I. Augusta Regional Airport (AGS)- Alliance of Therapy Dogs, Inc. for the Paws for Pax Program - Lauren Smith

Motion by Commissioner Troutman 2nd by Commissioner Beaman to approve Alliance of Therapy Dogs, Inc. for the Paws for Pax Program

Update Certificate of Liability to include AGS name; Unanimous Ayes; Motin carries

J. Augusta Regional Airport (AGS)- OshKosh Aerotech KCI Valet Conveyor Systems - Bruce Keller Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve OshKosh Aerotech KCI Valet Conveyor Systems

Change language to reflect increase efficiency and remove for safety improvements; Unanimous Ayes; Motin carries

#### VI. INFORMATION ITEMS

A. Replacement of SPAC 6 Rooftop Unit- Bruce Keller

Aviation Commission Meeting Agenda February 27, 2025 Page 2 of 2

B. Innovation Exchange Event March 13, 2025 – Diane Johnston

#### VII. COMMISSION COMMENTS/ACTION REQUESTS:

A. Selection of Committee Members for 2025- Chairwoman Ronic West

Motion by Commissioner Fennoy 2nd by Commissioner Harris to approve Selection of Committee Members for 2025

No Discussion; Unanimous Ayes; Motin carries

B. Travel Approval for Aviation Chairwoman Ronic West to attend (AAAE/ACI-NA 2025 Washington Legislative Conference in Washington, D.C.)- Vice Chairman Michael Cioffi

Motion by Commissioner Cioffi 2nd by Commissioner Larke to approve Travel for Aviation Chairwoman Ronic West and Commissioner William Fennoy to attend AAAE/ACI-NA 2025 Washington Legislative Conference in Washington, D.C., March 26-28, 2025

No Discussion; Unanimous Ayes; Motin carries

C. Staff Update on Ordinance Project/Augusta Commission Approval- Chairwoman Ronic West Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve Staff Update on Ordinance Project/Augusta Commission Approval

Rewrite pending approval from Augusta Commission; Unanimous Ayes; Motin carries

D. Move March 27,2025, Commission Meeting to March 20, 2025

Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve the Move of March 27, 2025, Commission Meeting to March 20, 2025

No Discussion; Unanimous Ayes; Motin carries

#### **ADJOURN MEETING**

Motion to adjourn by Commissioner Fennoy 2<sup>nd</sup> by Commissioner Sasser No Discussion; Unanimous Ayes; Motion carries

Meeting adjourned at 11:21 am	
Ronic West, Chairwoman	
Augusta Aviation Commission	



#### **Public Services Committee Meeting**

March 25, 2025

Alcohol License

**Department:** Planning & Development

**Presenter:** Cecilia Woodruff, Planning Services Branch Manager

Caption: A.N. 25-15 – Existing Location, New Ownership: Retail Package Beer

and Wine, Innaiah Yenumula applicant for Shoppers Stop, 1649 Olive

Road, District 1, Super District 9

**Background:** Existing Business Name – Zidan Grocery LLC

**Analysis:** Applicant meets the requirements of the City of Augusta's Alcohol

Ordinance.

**Financial Impact:** Applicant to pay a fee of \$1,330.00

N/A

**Alternatives:** N/A

**Recommendation:** Planning & Development Department approved the application subject to

additional information not contradicting the applicant's statements.

Sheriff's Office approved the application subject to additional information

not contradicting applicants' statements.

Funds are available in N/A

the following accounts:

REVIEWED AND

APPROVED BY:

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

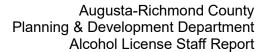
# ALCOHOL BEVERAGE APPLICATION

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3.	City Au	usta	TO OTIVE	110.	State CA		Zip <u>30904</u>
4.	Business	Phone (706)	733_4156	5 1	Joma Dhan	2/	Zip 30904
5.	Applicant	Name and Add	ress. I	ppoint \	Ione Phon	e	- 1 H
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	Atten	tion	Innaiah \	/enumula			
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18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.



19.	employed, regulations and distribu	or have be of Richmo ation of dist	en employ nd County lled spirits	ed, ever been cited t	held, any financial into for any violation of the e Commission relating	he rules and		
20.	authorities, or ordinance pertaining to dismissed.	for any vio e? (Do no to alcohol o ( ) Yes	lation of a ot include or drugs.) (x) No	any Federal, State, Co traffic violations, wi All other charges m	State, or other law- unty or Municipal law th the exception of a ust be included, ever e charged and its disp	w, regulation any offenses in if they are		
21.	List owner	or owners o	f building	and property.				
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Case Number: A.N. 25-15

Application Type: Retail Package Beer & Wine— Existing Location / New ownership

(Gasoline Station with Convenient Store)

Business Name: Stoppers Stop

**Hearing Date:** March 25, 2025

Prepared By: Cecilia Woodruff, Planning Services Branch Manager, Planning and

Development Department

Applicant: Innaiah Yenumula

Property Owner: Walia Properties LLC

Address of Property: 1649 Olive Road

**Tax Parcel #:** 058-3-087-01-0

Commission Districts: District 1,

Super District

9



#### **ANALYSIS:**

Location Restrictions:

- Zoning: General Business, LI
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational 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 they have violated any laws, regulations, or ordinances 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 with which they 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.
- **Number of Licenses in a Trading Area –** The number of licenses already granted for a similar business in the trading area of 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 of supervised by them, the manner with which they 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 issue dunder the
  police powers of any governing authority has been previously suspended, or revoked, or who has
  previously had an alcoholic beverages license suspended or revoked.
- 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 requirements under Section 6-2-64(b) herein.
- **Prior Incidents** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- Previous Denial or Revocation The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

**FINANCIAL IMPACT:** The applicant will pay a fee of \$1,330.00.

#### **RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

**NOTE:** The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by 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 reserve the right to make an oral recommendation at the hearing based on all information available at that time.



#### **Public Services Committee Meeting**

March 25, 2025

Alcohol License

**Department:** Planning & Development

**Presenter:** Cecilia Woodruff, Planning Services Branch Manager

Caption: A.N. 25-16 – New Location: Consumption on Premises Beer, Wine &

Sunday Sales. Robert Shawn Moseley applicant for Emil's LLC, located at

902 Broad Street. District 1, Super District 9

**Background:** New Location

**Analysis:** Applicant meets the requirements of the City of Augusta's Alcohol

Ordinance.

**Financial Impact:** Applicant to pay a fee of \$2,495.00

**Alternatives:** N/A

**Recommendation:** Planning & Development Department approved the application subject to

additional information not contradicting the applicant's statements.

Sheriff's Office approved the application subject to additional information

not contradicting applicants' statements.

Funds are available in N/A

the following accounts:

REVIEWED AND APPROVED BY:

N/A

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

# ALCOHOL BEVERAGE APPLICATION

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



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Case Number: A.N. 25-16

**Application Type:** Consumption on Premises Beer, Wine, and Sunday Sales – New Location

(Full-Service Restaurant)

Business Name: Emil's LLC

Hearing Date: March 25, 2025

Prepared By: Cecilia Woodruff, Planning Services Branch Manager, Planning and

**Development Department** 

Applicant: Robert Shawn

Moseley

**Property Owner:** Electric Park Holdings,

LLC

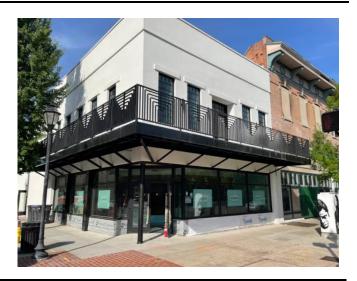
Address of Property: 902 Broad Street

**Tax Parcel #:** 037-3145-00-0

Commission Districts: District 1,

Super

District 9



#### **ANALYSIS:**

Location Restrictions:

- **Zoning:** General Business, B-2
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational 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 they have violated any laws, regulations, or ordinances 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 they 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.
- **Number of Licenses in a Trading Area –** The number of licenses already granted for a similar business in the trading area of 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 of supervised by them, the manner with which they 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 issue dunder the
  police powers of any governing authority has been previously suspended, or revoked, or who has
  previously had an alcoholic beverages license suspended or revoked.
- 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 requirements under Section 6-2-64(b) herein.
- **Prior Incidents** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- Previous Denial or Revocation The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of \$2,495.00

#### **RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

<u>NOTE</u>: The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by 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 reserve the right to make an oral recommendation at the hearing based on all information available at that time.



#### **Public Services Committee Meeting**

March 25, 2025

Massage Operator's License Application

**Department:** Planning and Development Department

**Presenter:** Cecilia Woodruff, Planning Services Branch Manager

Caption: A request by Edward K. Knight for Massage Operator's License to be

used in connection with Wright Bodywork & Wellness Inc. located at 807

Shartom Drive, Augusta GA 30907. District 7, Super District 10.

**Background:** New Location

Analysis: The applicant meets the requirements of the City of Augusta's Massage

Therapy Ordinance.

**Financial Impact:** The applicant will pay an application fee of \$120.00, and a fee based on

Gross Revenue.

**Alternatives:** N/A

**Recommendation:** Planning & Development recommends approval of the application subject to

additional information not contradicting the applicant's statements.

Sheriff's Office recommends approval of the application subject to additional

information not contradicting the applicant's statements.

Funds are available in N/A the following accounts:

REVIEWED AND APPROVED BY:

N/A

#### PERSONNEL STATEMENT 1803 MARVIN GRIFFIN ROAD AUGUSTA, GA. 30906

1)	Full N	ame of Ap	plicant: _	Edwar	dKI	Night	Γ			
2)	Home	Address: _	203	20 Brigh	ton C	inde	August	ra, C	5A 30906	
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14) List in reverse chronological order all of your residence for the past ten years.

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**Application Type:** Massage Operators License – New Location

Business Name: Wright Bodywork & Wellness Inc.

Hearing Date: March 25, 2025

Prepared By: Cecilia Woodruff, Planning Services Branch Manager

Planning & Development Department

Applicant: Edward K Knight

Property Owner: Bailey-Field

Investment Co. LLC

Address of Property: 807 Shartom

Drive,

Augusta,

GA 30907

**Tax Parcel #:** 011-0-072-00-0

Commission Districts: District 7,

Super

District 10

Background: New Location



#### **ANALYSIS:**

Location Restrictions:

Zoning: Professional/Office – B-2

#### **LICENSE REQUIREMENTS:**

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

which sends a massage therapist into Augusta-Richmond County to provide massage therapy on an outcall basis, must possess an operator's License. Any person providing massage on an outcall basis must possess a massage therapy license.

#### **Qualifications for Operator's License, Section 6-4-3**

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to criminal background check. No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law within ten (10) years prior to filing date of the application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two (2) years to filing the application for an operator's license,
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears to the Augusta-Richmond County
  Commission that the applicant does not have adequate financial strength or adequate financial
  participation on the proposed business to direct ad manage is affairs, or where it appears that the
  applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for
  an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted.

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

#### **RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

**NOTE:** The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by 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 information available at that time.



**Public Services** 

Meeting Date: March 25, 2025

AO Update on Mosquito Control Funding Request

**Department:** County Administrator's Office

**Presenter:** Tameka Allen, County Administrator

Caption: Update on the request for additional funding for the Mosquito Control

program.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** Update on the request for additional funding for the Mosquito Control

program.

N/A

N/A

Funds are available in

the following accounts:

**REVIEWED AND** 



## **Public Services Committee**

March 25, 2025

#### Mobile Business Licenses

**Department:** N/A

**Presenter:** N/A

Caption: Ms. Tammy Westbrook to discuss mobile license- rules and regulations for

businesses.

N/A

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 

## AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month - 2:00 p.m. Committee meetings: Second and last Tuesdays of each month - 1:00 p.m. Commission/Committee: (Please check one and insert meeting date) Date of Meeting Commission Public Safety Committee Date of Meeting Date of Meeting 3-25-2025 Public Services Committee Date of Meeting \_\_\_\_\_ Administrative Services Committee **Engineering Services Committee** Date of Meeting Date of Meeting Finance Committee Contact Information for Individual/Presenter Making the Request: Name: Townsy H Westbrook

Address: 3647 wrights boro Rd #8503

Telephone Number: 706-832-228 Fax Number: Nest b tamny @ 9 mail com Caption/Topic of Discussion to be placed on the Agenda: Mobile License / Rules / Regulations for business, Please send this request form to the following address: **Telephone Number: 706-821-1820** Ms. Lena J. Bonner 706-821-1838 Fax Number: Clerk of Commission E-Mail Address: lbonner@augustaga.gov Suite 220 Municipal Building nmcfarley@augustaga.gov

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

535 Telfair Street Augusta, GA 30901



## **Commission Meeting**

March 18, 2025

## Homeless Taskforce

**Department:** N/A

**Presenter:** N/A

Caption: "Update - Homeless Taskforce " (Requested by Commissioner Jordan

Johnson)

N/A

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

#### Lena Bonner

From:

Commissioner Jordan Johnson

Sent:

Tuesday, March 4, 2025 2:43 PM

To:

Lena Bonner

Subject:

Agenda Requests

Hi Ms. Bonner,

Can you add to the next committee agenda,

- 1. "Discuss 1 East Boundary"
- 2. "Discuss 418 Aiken St."

These are both blighted properties; one is a business and the other is a house.

Also, can you add to the March 18th Commission agenda, "Update - Homeless Taskforce"

Thank You,

Jordan Johnson
Augusta Commission, District 1
Finance Committee - Vice Chair
Engineering Committee - Member
Downtown Development Authority - Member
706-564-9356
augustaga.gov

"It's our duty to forget about ourselves and to try to make a contribution to the people we represent to make like better for them" - Former GA State Representative R.A. "Papa" Dent

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AED:104.1



# **Public Services Committee Meeting**

March 25, 2025

## Minutes

**Department:** N/A

**Presenter:** N/A

Caption: Motion to approve the minutes of the March 11, 2025 Public Services

Committee Meeting.

N/A

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

Funds are available in N/A

the following accounts:

**REVIEWED AND** 



## PUBLIC SERVICES COMMITTEE MEETING MINUTES

Commission Chamber Tuesday, March 11, 2025 1:00 PM

#### **PUBLIC SERVICES**

1. Lee A. Donohue, MD, FACP, District Health, Director Georgia Department of Public Health / East Central Health District 6 regarding Mosquito Control. (Requested by Commissioner Tony Lewis)

Motion to allow the Administrator to meet with Dr Donohue and bring back a proposal regarding the DPH's request at next week's meeting.

Motion made by Commissioners Scott and seconded by Lewis Voting Yea Scott, Lewis, Slendak and Rice

Motion carries 4-0

2. A motion to approve the purchase of two (2) Paratransit Cutaway Vehicles from Model 1 Commercial Vehicles of College Park Georgia.

Motion made by Commissioners Scott and seconded by Lewis Voting Yea Scott, Lewis, Slendak and Rice

Motion carries 4-0

3. A.N. 25-11 – Existing Location, New Ownership: Retail Package Beer and Wine, Prayashkumar Patel applicant for Bhalabhai, LLC DBA Joy Food Mart, 3011 Wheeler Road. District 7, Super District 10

Motion made by Commissioners Lewis and seconded by Slendak Voting Yea Scott, Lewis, Slendak and Rice

**Motion carries 4-0** 

**4.** A.N. 25-12 – Existing Location, New Ownership: Retail Package Beer and Wine, Iqbal H. Mohammed applicant for Get N Go, 2350 Windsor Spring Road, District 6, Super District 10

Motion made by Commissioners Lewis and seconded by Slendak

## Voting Yea Scott, Lewis, Slendak and Rice

Motion carries 4-0

4. A.N. 25-14 – New Location: Consumption on Premises Liquor, Beer and Wine with Sunday Sales, James G. James applicant for JLK Group Holdings, located at 2163 Central Ave, District 1, Super District 9

Motion made by Commissioners Lewis and seconded by Slendak Voting Yea Scott, Lewis, Slendak and Rice

**Motion carries 4-0** 

5. Discuss 1 East Boundary. (Requested by Commissioner Jordan Johnson)

Committee receive as information and report back in thirty-days without objections.

6. Discuss 418 Aiken St. (Requested by Commissioner Jordan Johnson)

Receive as information and report back in thirty-days without objections.

Voting Yea Lewis, Scott, Slendak, Rice

7. **Ms. Bridget Lynch** for **The Fatty Marsha Foundation** requesting fee waiver for venue and stage rental fees for use of the Augusta Common for Fall Wine Festival on Saturday, October 11th from 2:30pm - 7pm.

Motion to approve.

Motion made by Scott and seconded by Lewis Voting Yea Lewis, Scott, Slendak, Rice

Motion carries 4-0

8. Motion to approve the minutes of the February 25, 2025 Public Services Committee Meeting.

Motion to approve

Motion made by Scott and seconded by Lewis

Motion carries 4-0 Voting Yea Lewis, Scott, Slendak, Rice

9. Mr. Michael E. Spindler requesting modification to taxi meters and rates.

Item 8.

Motion to forward to the full commission without recommendation.

Motion made by Lewis and seconded by Scott Voting Yea Lewis, Scott, Slendak, Rice Motion carries 4-0

10. Discussion relative to proceeding with a moratorium on apartments in Augusta, GA except for the Downtown Business District. (Requested Mayor Pro Tem Wayne Guilfoyle)

Committee received as information without objections.