



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, January 28, 2025

1:00 PM

PUBLIC SERVICES

- 1.** Motion to **approve** the first amendment to, and assignment of, the BA Augusta LLC lease agreement, to NetJets Services, Inc.
- 2.** Request for the waiver of the \$900.00 fee waiver for rental of the Jessye Norman Amphitheater
- 3.** **A.N. 25-01 – New Location: Requesting Consumption on Premises for Liquor, Beer and Wine with Sunday Sales, Michael Parrish** applicant for **Tee It Up Indoor Golf, LLC**, located at 3626 Walton Way Extension. District 3, Super District 10
- 4.** **A.N. 25-04 – New Location: Requesting Consumption on Premises for Liquor, Beer and Wine, Edward Henderson Jr.** applicant for **A&E Sports Bar and Lounge**, located at 2623 Deans Bridge Road. District 2, Super District 9
- 5.** **A.N. 25-06 – New Location: Consumption on Premises Liquor, Beer and Dance, Alfonzo Dagget** applicant for **Eclipse Restaurant and Lounge, LLC**, located at 3036 Deans Bridge Road. District 5, Super District 9



Public.Service.Committee.Meeting

Meeting Date: 1/14/2025

Airport First Amendment & Assignment of BA Augusta LLC Lease Agreement

Department: Augusta Regional Airport

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

Caption: Motion to **approve** the first amendment to, and assignment of, the BA Augusta LLC lease agreement, to NetJets Services, Inc. This item was approved by the Augusta Aviation Commission on December 12, 2024.

Background: BA Augusta, LLC. executed a ground lease agreement with Augusta Regional Airport/Augusta Richmond County (ARC) on August 15, 2023. BA Augusta, LLC., submitted a formal letter dated November 6, 2024, requesting the Augusta Aviation Commission (AAC) approve assignment of their ground lease to NetJets Services, Inc., in accordance with Article VII, Section O of their ground lease agreement.

NetJets Services, Inc., submitted a formal letter dated November 11, 2024, that they have agreed to accept the assignment of the BA Augusta, LLC., ground lease agreement with requested changes to the agreement, upon approval by AAC/ARC.

Analysis: NetJets Services, Inc., is an international aviation organization that has been a valued customer and partner of the Augusta Regional Airport for many decades. Assignment of the BA Augusta, LLC., ground lease agreement will expand the current partnership and will benefit both entities.

Staff negotiated with the Director, Airport Development & Strategic Opportunities, NetJets, Inc., and agreed to the following terms:

Waiver of the “no-amendment clause”, allowing the assignment of the Agreement.

Allowance for a formal metes and bounds survey to be incorporated into the agreement.

Providing a 10-day grace period for the term extension option notice period.

Include a clarification statement regarding the FMV rent increase provision to allow payments in either monthly or annual installments at the Lessee's discretion.

Include clarification in the Financing section that the Lessee is the owner of all improvements on the property during the term of the lease.

Amend the requirement for the potential demolition of improvements upon reversion to clarify requirement to remediate any hazardous materials.

Amend the agreement to allow the Lessee to connect the property to Doug Barnard Parkway at their discretion.

Financial Impact:

BA Augusta, LLC was in arrears to the Augusta Regional Airport for 5 months of lease payment. The assignee has agreed to pay the shortfall, bringing in revenue of \$108,812.50. Account Number 551000000-3492507.

Alternatives:

N/A

Recommendation:

Approve the first amendment to, and assignment of, the BA Augusta LLC lease agreement, to NetJets Services, Inc.

Funds are available in the following accounts:

N/A

REVIEWED AND APPROVED BY:

N/A

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the “Amendment”) is made by and between **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Augusta Aviation Commission (“Landlord”) and **NETJETS SERVICES, INC.**, a Delaware corporation (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and BA Augusta, LLC, a Delaware limited liability company (“Initial Tenant”), entered into that certain Augusta Regional Airport Property Lease Agreement dated August 15, 2023, (the “Lease”), in connection with that certain real property consisting of approximately 519,000 square feet of unimproved land and 150,000 square feet of paved concrete ramp and taxilane located at the Augusta Regional Airport (the “Airport”) as more particularly described in the Lease (the “Property”);

WHEREAS, Initial Tenant has assigned its interest in the Lease to Tenant in accordance with that certain correspondence from Daniel C. Burrell to Landlord, dated November 6, 2024;

WHEREAS, Landlord and Tenant desire to amend the Lease, as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if set forth at length in the body of this Amendment. Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Lease. All references herein to the Lease shall include this Amendment.

2. Property. The following language is added to the end of Article I of the Lease: “Tenant may, at Tenant’s election, have a survey with a metes and bounds legal description prepared for the Property at the Airport property (the “New Survey”). Upon receipt of the New Survey, the Parties agree to execute an amendment to this Lease to delete the depiction of the Property shown on Exhibit A to the Lease in its entirety and to replace it with the New Survey, and to add (i) the metes and bounds legal description for the Airport property as Exhibit A to the Memorandum, as defined herein; and (ii) the metes and bounds legal description for the Property as Exhibit B to the Memorandum. The Augusta, Georgia Commission hereby authorizes the Augusta Aviation Commission to approve the amendment to this Lease to attach the New Survey to replace the depiction attached to the Lease as Exhibit A and incorporate the revised Exhibit A into the Lease, and to add (i) the metes and bounds legal description for the Airport property as Exhibit A to the Memorandum; and (ii) the metes and bounds legal description for the Property as Exhibit B to the Memorandum. The Augusta, Georgia Commission further authorizes the Augusta Aviation Commission Chair to execute such amendment on behalf of Landlord. This authorization solely applies to the amendment to this lease to attach the New Survey to replace the depiction attached to the Lease as Exhibit A and incorporate the revised Exhibit A into the Lease, and to add (i) the metes and bounds legal description for the Airport property as Exhibit A to the Memorandum; and (ii) the metes and bounds legal description for the Property as Exhibit B to the Memorandum. This authorization shall not apply to the amendment of any other section of the Lease.”

3. Rent. Both instances of the phrase “paid on a monthly basis” in Article III, Section B of the Lease are hereby deleted in their entirety and replaced by the following: “paid on a monthly or annual basis, at Tenant’s discretion”. The last two sentences of Article III, Section C of the Lease are hereby deleted in their entirety and replaced by the following: “In the event of any appraisal conducted in accordance with

the terms of this Section C, and starting on the anniversary of the Rent Commencement Date immediately following such appraisal, rent shall be adjusted to fair market value as determined in accordance with such appraisal process. Starting on the anniversary of the Rent Commencement Date immediately following any year that Landlord did not have a right to have the Property appraised in accordance with this Section C, or any year that Landlord elected not to have the Property appraised in accordance with this Section C, rent shall increase in the amount of three percent (3%) of the then-current rent.”

4. Intentionally Omitted.

5. Notice of Failure to Exercise Option. The second sentence in the second paragraph in Article IV, Section A of the Lease is hereby deleted in its entirety and replaced by the following: “Said renewal notice(s) shall be given in writing to Landlord at least one hundred eighty (180) days prior to the expiration of the then-current Term, provided however, that if Tenant fails to timely exercise a Term Extension Option, Tenant’s right to so exercise such option shall not terminate until the date that is ten (10) business days after Landlord has provided Tenant with written notice of such failure to exercise the applicable Term Extension Option (and Tenant then fails to exercise the applicable Term Extension Option by the end of such ten (10) business day period).”

6. Financing. The following language is added to the end of the first paragraph of Article VI of the Lease: “During the Term of this Lease, Tenant shall be the owner of all such improvements on the Property, including but not limited to vertical construction, slabs, parking lots, mechanical and electrical systems, utilities, and landscaping.”

7. Tenant Obligations at Lease Termination or Expiration. Article VII, Section (E) of the Lease is hereby deleted in its entirety and replaced by the following:

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

All improvements on the Property upon expiration or termination of this Lease (as extended) shall become property of the Landlord. Prior to or immediately upon Lease termination, Landlord and Tenant shall execute all documents necessary to effectuate the transfer to Landlord of ownership of the improvements on the Property free and clear of all liens and encumbrances. Tenant shall be required to transfer the Property and all improvements in useable condition, normal wear and tear excepted. Should the improvements contain any building materials or components that are deemed hazardous by any governmental authority at the time of transfer, such that the Landlord would be precluded from occupying or releasing the Property without remediating such hazard, the Tenant shall be required to remediate the hazardous materials at the Tenant’s expense.”

8. Taxes. Article VII, Section P of the Lease is hereby deleted in its entirety and replaced by the following: “Tenant shall pay as they become due any and all taxes, fees, assessments or charges of any type levied by any governmental entity based upon, related to, or resulting from any improvements, conditions, property, activities or operations of any kind on the Property. Tenant shall have the right at its own cost and expense to contest the amount or validity of any tax, fee, assessment or charge and to bring or defend any actions involving the amount or validity thereof in its own name or, if necessary and approved by Landlord, in the name of Landlord; provided that, if unsuccessful, Tenant shall pay and discharge any such tax, fee, assessment or charge so contested, together with any penalties, fines, interest, costs and expenses, including reasonable attorneys’ fees, that may result from any such action by Tenant, and provided that, pending resolution of any proceeding contesting a tax, fee, assessment or charge, Tenant shall take any actions necessary, including conditional payment of the amount in dispute, to prevent the

attachment or accrual of any lien or penalty. Nothing herein shall be construed to require Tenant or Permitted Sublessee to pay taxes on the interests created by this Lease or any sublease to a Permitted Sublessee. To the extent that the Property, the Tenant Improvements, this Lease or any sublease to a Permitted Sublessee are not exempt from taxes, Landlord shall reasonably cooperate with any efforts of Tenant or the Permitted Sublessee, as the case may be, if they seek to participate in an industrial revenue bond or other similar financing structure with the Augusta Economic Development Authority or other similar quasi-governmental authority in an effort to minimize Tenant's or any Permitted Sublessee's ad valorem taxes."

9. Access. Article IX, Section B of the Lease is hereby deleted in its entirety and replaced by the following: "Landlord hereby authorizes Tenant to construct, at Tenant's cost, an access road on the currently unimproved land adjacent to the Property to connect the Property to the Airport's hangar access road, thereby providing uninterrupted, paved vehicular access between the Property and Doug Barnard Parkway ("Drive Path"). Landlord shall be responsible for maintaining the Drive Path in good condition and repair throughout the Term. Landlord hereby grants a non-exclusive access easement to Tenant (i) to construct and use the Drive Path; (ii) over the Airport Property for ingress and egress to and from the Property; and (iii) over all of the Airport roadways, taxiways, and runways located on the Airport property such that Tenant's aircraft entering the Property shall have unimpeded access to taxiways and runways at all times (the "Access Easement"). The terms of the Access Easement shall be set forth in the Memorandum, as defined in this Lease. "

10. Use by Tenant's Affiliates. The following language is added to the end of Article IX, Section (A) of the Lease: "Tenant's use of the Property in accordance with this Lease shall include use by the affiliates of Tenant that hold aircraft certificates, including NetJets Sales, Inc., NetJets Aviation, Inc., Executive Jet Management, Inc., NetJets Transportes Aeros, S.A., NetJets Air Transport Limited UK, NetJets Aviation, Sociedade Unipessoal, Lda, Executive Jet Management (Europe) Limited, or any other subsidiary or affiliate of NetJets, Inc."

11. Intentionally Omitted.

12. Notices. Tenant's notice address provided in Article XI, Section (C) of the Lease is hereby deleted in its entirety and replaced by the following:

"NetJets Services, Inc.
4111 Bridgeway Avenue
Columbus, OH 43219
Attention: VP Global Procurement & Real Estate
Email: RealEstate@netjets.com

With simultaneous a copy to:

NetJets Services, Inc.
4111 Bridgeway Avenue
Columbus OH 43219
Attention: Office of the General Counsel"

13. Eminent Domain. Article XI, Section P of the Lease is hereby deleted in its entirety and replaced by the following:

"If the whole of the Property shall be taken or condemned under the right of eminent domain, then this Lease shall automatically terminate. If less than the whole of the Property

shall be taken or condemned but the part taken or condemned constitutes, in Tenant's sole judgment, such a substantial part of the Property so that the remaining part of the Property shall be insufficient for the economic and feasible operation of Tenant's permitted use of the Property, then Tenant shall have the right to terminate this Lease. If this Lease is terminated pursuant to this Section, whether automatically or at Tenant's election, then (a) such termination shall be effective as of the date possession is lawfully acquired by the condemning authority; (b) from and after such effective date of termination, (i) this Lease shall be of no further force or effect and the parties hereto shall have no further obligations hereunder (except for any obligations expressly surviving such termination), and (ii) the obligation to pay rent hereunder shall cease; and (c) notwithstanding any termination of this Lease, the awards or payment of compensation by the condemning authority on account of the taking or condemnation shall be applied as follows: Landlord shall receive that portion of the total awards or payments that are attributable to Landlord's leased fee interest in the Property that are taken or damaged by the condemnation.

Tenant shall receive that portion of the total awards or payments that are attributable to Tenant's leasehold interest in the Property that are taken or damaged by the condemnation. In addition to recovering compensation for the taking or damaging of Tenant's leasehold interest, Tenant shall receive all compensation awarded for the taking or damaging of the actual and constructive improvements made by Tenant to the Property, including but not limited to Tenant's interest in the Tenant Improvements. In the event that any portion of the Property is condemned by a governmental entity other than the Landlord, the Landlord shall have no obligation to pay any compensation to Tenant in addition to any awards or payments paid by the condemning authority and payable to the Tenant, as specified herein.

Landlord, Tenant and any person or entity having an interest in the awards or payments shall have the right to participate in any condemnation proceedings or agreements for the purpose of protecting its interests, and such party shall pay its own costs and expenses therein. If the parties are not permitted to proceed as separate parties, they shall jointly select counsel to present and prosecute their claim, and all costs thereof shall be paid by the parties in proportion to the amount of the award, settlement or sale proceeds that each receives.

If only a part of the Property shall be taken or condemned and the part remaining can, in the sole judgment of Tenant, be economically adapted for Tenant's permitted use of the Property, then this Lease shall remain in full force and effect, and rent payments by Tenant shall be reduced during the then current Lease term and any Option Term(s) thereafter exercised as follows: rent shall be reduced by a percentage equal to the percentage that the part(s) taken is of the whole Property to the extent that the part(s) taken result in (i) a reduction in the amount of parking, (ii) a reduction in the accessibility to Tenant's Improvements by pedestrian and/or vehicular traffic (including, without limitation, the removal of a point of access or the loss of any portion of Tenant's internal circulation drive aisles), (iii) the removal of points of access to and/or from the Property, (iv) a loss of Tenant's primary free-standing signage, if any, or (v) some other a material adverse effect on Tenant's ability to operate for business from the Property in at least a comparable economic and profitable manner as existed prior to such taking or condemnation. Notwithstanding the foregoing or anything to the contrary contained herein, if any parking on the Property is taken, or lost as a result of a taking, then, at Tenant's option, the rent (during the then current Lease Term and any exercised option term(s)) shall be reduced by either: (a) the percentage that the part taken is of the whole Property as described above, or (b) the percentage that the number of parking spaces taken and/or lost as a result of the

taking is to the total number of parking spaces existing on the Property before the taking. Additionally, if part of the Property is taken and this Lease remains in force and effect, Landlord shall be entitled to all compensation awarded for the land (as vacant) taken and any improvements built and paid for by Landlord that are in the taking, and for damages, if any, to Landlord's leased fee interest; and Tenant shall be entitled to all compensation awarded for any improvements built and paid for by Tenant, including but not limited to, Tenant's Improvements, including but not limited to, Tenant's site improvements, paving, curbing, landscaping and appurtenances, and signage, that are in the taking, and for damages, if any, to Tenant's leasehold interest.

Landlord shall notify Tenant within ten (10) days of any notification from any governmental entity regarding the proposed taking or condemnation of any or all of the Property. In addition, Landlord shall copy Tenant on any subsequent correspondence regarding same, including but not limited to, the condemning authority's offer(s) of compensation and appraisal(s) upon which such offer(s) is based.

Landlord, Tenant and any person or entity having an interest in the awards or payments shall have the right to participate in any condemnation proceedings or agreements for the purpose of protecting its interests, and such party shall pay its own costs and expenses therein. If the parties are not permitted to proceed as separate parties, they shall jointly select counsel to present and prosecute their claim, and all costs thereof shall be paid by the parties in proportion to the amount of the award, settlement or sale proceeds that each receives.

Any termination of this Lease pursuant to this Section, whether automatically or by Tenant's election hereunder, shall not be deemed to terminate this Lease for purposes of Tenant's prosecuting and receiving an award or settlement from the condemning authority as compensation for the taking or damaging of its leasehold interest in the Property, including but not limited to, the actual and constructive improvements made by Tenant to the Property as provided for in this Section, which shall be in no way impaired. Not only should this pertain to the Property, but it should also include the runways, approaches, taxiways, and all access points for a plane to access the Property."

14. Miscellaneous. The following new sections are hereby added to Article XI of the Lease:

"S. Memorandum of Lease and Grant of Easement. Landlord and Tenant agree to deliver a fully executed and notarized original of the Memorandum of Lease and Grant of Easement in the form attached hereto as **Exhibit B** and incorporated herein (the "Memorandum") to the other party upon execution of this Amendment. Tenant may, at its option, record the Memorandum in the Office of the Clerk of the Superior Court of Richmond County, GA.

T. Joinder by the City. Augusta, Georgia joins in the execution of this Lease to approve its terms in accordance with Section 1-3-5 of Chapter 3, Article 1 of the Augusta-Richmond County Code.

15. Counterparts; Facsimile Signatures. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Signatures via fax or via DocuSign or Adobe Sign shall be treated as original signatures in all respects.

16. Effect of Amendment. The Amendment and the Lease shall be construed as one instrument. Section and paragraph headings throughout the Amendment are for convenience only and the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of the Amendment.

17. Authorization. The individuals executing this Amendment for and on behalf of the parties hereto represent and warrant that they have been duly authorized to execute this Amendment and that all corporate action necessary to the execution of this Amendment has been taken and done.

18. Partial Invalidity. If any term or provision of this Amendment, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Amendment shall be valid and enforced to the fullest extent permitted by law. In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

19. Brokers. Landlord and Tenant each represent and warrant to the other that it has dealt with no broker in connection with this Amendment and agrees to indemnify and hold harmless the other from all claims, actions, damages, costs and liability whatsoever, including reasonable attorneys' fees and costs, that may arise from any claim for commission or finder's fees made against the other in connection with this Amendment.


20. Governing Law. This Amendment shall be governed by the laws of the State of Georgia, without regard to any otherwise applicable principles of conflicts of laws.

(signature page follows)

IN WITNESS WHEREOF, Landlord has executed this Amendment as of _____.

LANDLORD

AUGUSTA, GEORGIA, by and through its Augusta Aviation Commission

By: 
Name: Dan D Troutman
Title: Chairman

Approved by the City on the ___ day of _____, 202__:

AUGUSTA, GEORGIA

By: _____
Name: _____
Title: _____

Attest: _____

Name: _____
Title: _____

IN WITNESS WHEREOF, Tenant has executed this Amendment as of December 19, 2024.

TENANT

NETJETS SERVICES, INC.

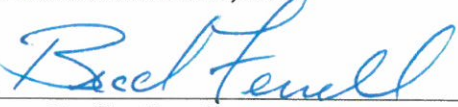
By: 
Name: Bradley Ferrell
Title: EVP, Chief Legal Officer

EXHIBIT B

FORM OF MEMORANDUM OF LEASE AND GRANT OF EASEMENT

(Space above for Recorder's Use)

MEMORANDUM OF LEASE AND GRANT OF EASEMENT

This **MEMORANDUM OF LEASE AND GRANT OF EASEMENT** dated as of the 19th day of December, 2024 (this "Memorandum") is made and entered into by and between **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Augusta Aviation Commission ("Landlord") and **NETJETS SERVICES, INC.**, a Delaware corporation ("Tenant").

WHEREAS, Landlord is the owner of that certain real property known as the Augusta Regional Airport, as further described on **Exhibit A**, attached hereto and incorporated herein (the "Airport Property");

WHEREAS, Tenant and Landlord are parties to that certain Augusta Regional Airport Property Lease dated August 15, 2023 (the "Lease") pursuant to which Tenant is leasing a portion of the Airport Property, as described on **Exhibit B** attached hereto (the "Leased Property");

WHEREAS, the parties desire to record this Memorandum to provide record notice of the Lease and certain of its terms.

NOW THEREFORE, in consideration of the foregoing, the parties acknowledge the existence of the Lease, and certain of its terms, as follows:

1. The term of the Lease is for a period of twenty-five (25) years commencing August 15, 2023, as described in the Lease, unless sooner terminated or extended pursuant to the terms of the Lease.
2. Tenant has two (2) successive options, each of which entitles Tenant at its election to extend the then current Term for an additional period of ten (10) years per option Term, subject to all of the provisions of the Lease.
3. The Property may be used for the purpose of aircraft sales, aircraft storage, miscellaneous and general equipment storage and for related office use and any other applicable use consistent with the operation of Tenant's business and in compliance with applicable law.
4. Landlord hereby grants to Tenant an exclusive easement (i) to construct, at Tenant's cost, an access road on the Airport Property to connect the Property to the Airport's hangar access road (the "Drive Path"), thereby providing uninterrupted, paved vehicular access between the Property and Doug Barnard Parkway; and (ii) to use the Drive Path for uninterrupted vehicular access between the Property and Doug Barnard Parkway. Landlord shall be responsible, at Landlord's sole cost and expense, for maintaining the Drive Path in good condition.

5. Landlord hereby grants to Tenant a non-exclusive, general access easement over all of the roadways, taxiways, and runways located on the Airport Property (the "Access Easement Area") such that Tenant's aircraft entering the Property shall have unimpeded access to taxiways and runways at all times. Landlord shall be responsible, at Landlord's sole cost and expense, for maintaining the Access Easement Area in good condition.

6. Landlord and Tenant further acknowledge and affirm that this Memorandum is not a complete summary of the Lease. Accordingly, Landlord and Tenant hereby agree that this Memorandum shall not be used in interpreting the Lease provisions and that, in the event of conflict between this Memorandum and the Lease, the Lease shall control.

(signature page follows)

IN WITNESS WHEREOF, Landlord has executed this instrument as of _____.

LANDLORD

AUGUSTA, GEORGIA, by and through its Augusta Aviation Commission

By: [Signature]
Name: Dan D Troutman
Title: Chairman

Approved by the City on the ___ day of _____, 202__ :

AUGUSTA, GEORGIA

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

STATE OF GEORGIA
COUNTY OF _____

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____, as the _____ of the **AUGUSTA AVIATION COMMISSION**, on behalf of **AUGUSTA, GEORGIA**. S/he is personally known to me or has produced a driver's license as identification.

WITNESS my official hand and seal.

Notary Public – State of Georgia
My Commission Expires:

(SEAL)

IN WITNESS WHEREOF, Tenant has executed this instrument as of December 19, 2024.

TENANT

NETJETS SERVICES, INC.

By: Brad Ferrell
Name: Bradley Farrell
Title: EVP, Chief Legal Officer

STATE OF OHIO
COUNTY OF FRANKLIN

This instrument was acknowledged before me on the 19th day of December, 2024, by Brad Ferrell, as the Chief Legal Officer of NETJETS SERVICES, INC. S/he is personally known to me or has produced a driver's license as identification.

WITNESS my official hand and seal.



Allison McMillin
Notary Public, State of Ohio
Commission #: 2016-RE-614401
My Commission Expires 10-30-2026

Allison McMillin

Notary Public – State of OHIO
My Commission Expires: 10-30-2026

EXHIBIT A to Memorandum of Lease and Grant of Easement

Airport Property Legal Description

(to be inserted upon receipt of the New Survey)

EXHIBIT B to Memorandum of Lease and Grant of Easement

Leased Property Legal Description

(to be inserted upon receipt of the New Survey)



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

Augusta Aviation Commission Meeting
December 12, 2024
10:00 a.m.
Orwen Commission Chambers
2nd Floor - Terminal Building

- Committee Members:** Chairman - Dan Troutman; Vice-Chairwoman Ronic West; Commissioner Michael Cioffi; Commissioner Larry Harris; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner Davis Beman; Commissioner Marshall McKnight; Commissioner William Fennoy; Commissioner James Germany;
- Staff:** Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Mr. Ken Hinkle; Chief R. Beal; Mr. Bruce Keller; Ms. Diane Johnson; Mr. DeAndre Davis; Mr. Tyler Good; Mr. Cody Mitchell; LT. Matt Tindell; Ms. Catherine Highsmith; Mr. Greg Larsen
- Others:** Mr. Edwin Scott, Mead & Hunt; Mr. Robert Moore, Mead & Hunt; Ms. Zena McClain- Staff Attorney-Augusta Law Department; Ms. Nancy Williams- Augusta Procurement; Ms. Dana Lynn McIntyre – Augusta Business Daily

CALL TO ORDER & PRAYER – Chairman Don Troutman called the meeting to order at 10:00 am
Prayer by Commissioner Cioffi

- I. AGENDA, MINUTES, STATISTICS, & CONSENT-** Chairman Don Troutman
- A. December 12, 2024 Meeting Agenda
 - B. October 31, 2024 Commission Meeting Minutes
Motion by Commissioner Fennoy 2nd by Commissioner Beman to approve the December 12, 2024, Augusta Aviation Committee meeting agenda & the October 31, 2024, Commission Meeting Minutes

No Discussion; Unanimous Ayes; Motin carries
C. October 2024 Statistics

II. EMPLOYEE RECOGNITION – Catherine Highsmith

William Kovalchuck, ARFF-ARFF Driver Operator/Sgt- 5 Years of Service

III. FINANCE REPORT – Risa Bingham

October 2024 Financial

Motion by Commissioner Larke 2nd by Commissioner Fennoy to approve the October 2024 Financial

No Discussion; Unanimous Ayes; Motin carries

IV. EXECUTIVE SESSION - Chairman Don Troutman

Motion by Commissioner Fennoy 2nd by Commissioner Larke to enter Executive Session @ 10:05 am; No Discussion; Unanimous Ayes; Motin carries

To Discuss Personnel

Motion by Commission Larke 2nd by Commission Fennoy that the recommended 2% annual pay increase to Mr. Judon be approved and to reimburse his legal fees in the amount of \$2,975.00

To Discuss Real Estate of NetJets Services

Item 1 – to add meets and bounds survey of the area under the lease of property boundaries to the lease at no cost to AGS

Item 2 – To add the opportunity to pay the lease in an annual payment as oppose to the current setup of monthly at their discretion

Item 3 – To allow a 10 day grace period on the 180 days notification period for amendments

Item 4 – Improvements made belong to them until the expiration or termination of lease

Item 5 – At expiration or termination of lease, structures can remain but all hazardous materials to be removed by them at their expense

Item 6 – Have opportunity to extend access to Doud Barnard Parkway at their expense and in coordination with our security requirements. AGS will retain the rights to easement

Item 7 – That all notices go to the new lessor

Item 8 – That the eminent domain language in the contract be clarified to explain the federal government authority and not the county can execute eminent domain

Item 9 – To have no broker included or in connection with this contract

Item 10 – To have lease signed by Augusta Georgia

Item 11 – For AGS to create an easement for their property being put on

Motion by Commissioner Fennoy 2nd by Commissioner Sasser to amend the previous motion to add Items 1-11 and previous motion as is

*Motion by Commissioner Larke 2nd by Commissioner Fennoy to close meeting affidavit to justify or close Executive Session @ 12:42 pm
No Discussion; Unanimous Ayes; Motion carries*

V. DIRECTOR ACTION REQUESTS:

- A. Augusta Regional Airport (AGS)- Terminal Checkpoint Modernization Recommendation of Award – Elizabeth Giles

Motion by Commissioner Fennoy 2nd by Commissioner Larke to accept & approve Terminal Checkpoint Modernization Recommendation of Award in the amount of \$5,706,278.00.

Commission McKnight recused from voting; Unanimous Ayes; Motions carries

Motion by Commissioner Fennoy 2nd by Commissioner Larke to accept & approve Terminal Checkpoint Intent to Approve Contract Award subject to staff vetting, recommending of staff, and legal approving the contract in content form.

Commission McKnight recused from voting; Unanimous Ayes; Motions carries

- B. Augusta Regional Airport (AGS)- Consolidated Rental Car Service Facility (QTA) Final/Balancing Change Order #03- Elizabeth Giles

Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve (AGS) Consolidated Rental Car Service Facility (QTA) Final/Balancing Change Order #03 resulting in a credit to the project in the amount of (\$71,625.00)

Discussion; Unanimous Ayes; Motions carries

VI. INFORMATION ITEMS

- A. Updates- Lauren Smith
AGS Shuttle Service going great; Legislative convocations continue concerning TSA Expansion Project; Mr. Judon attended G-DOT meeting in Atlanta

ADJOURN MEETING

**Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Cioffi
No Discussion; Unanimous Ayes; Motion carries**

Meeting adjourned at 12:55 am

Dan Troutman, Chairman
Augusta Aviation Commission



Public Services Committee Meeting

January 28, 2025

Fee Waiver for rental of the Jessye Norman Amphitheater

Department:	N/A
Presenter:	N/A
Caption:	Request for the waiver of the \$900.00 fee waiver for rental of the Jessye Norman Amphitheater
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

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

<input type="checkbox"/> Commission	Date of Meeting _____
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input checked="" type="checkbox"/> Public Services Committee	Date of Meeting <u>ASAP</u>
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: John TRUSSELL → JERRY BRIGER is our REP Locally
 Address: 306 PHEASANT Ridge Dr WARREN ROBINS, GA.
 Telephone Number: 478-957-2411
 Fax Number: _____
 E-Mail Address: JTRUSSOR @ GMAIL. Com JPBRIG @ AOL. Com

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

WE REQUEST THE WAIVER OF THE 900^{OR} FOR THE JESSE NORMAN
AMPHITHEATER FOR MARCH 23 2025 FROM 9:30 - 11:00 AM. THIS
IS FOR THE 200TH ANNIVERSARY CELEBRATION OF GENERAL
LA FAYETTE'S 1825 TOUR OF AUGUSTA. THIS IS A FREE EVENT TO THE
PUBLIC AND ALL STAFF ARE NON-PAID VOLUNTEERS. THANKS!

Please send this request form to the following address:

Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building
 535 Telfair Street
 Augusta, GA 30901

Telephone Number: 706-821-1820
 Fax Number: 706-821-1838
 E-Mail Address: nmorawski@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.



Public Services Committee Meeting

January 28, 2025

Alcohol License

- Department:** Planning & Development
- Presenter:** Cecilia Woodruff, Planning Services Branch Manager
- Caption:** **A.N. 25-01 – New Location: Requesting Consumption on Premises for Liquor, Beer and Wine with Sunday Sales, Michael Parrish** applicant for **Tee It Up Indoor Golf, LLC**, located at 3626 Walton Way Extension. District 3, Super District 10
- Background:** New Location – Tee It Up Indoor Golf
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant to pay a fee of \$5,610.00
- 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 the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

ALCOHOL BEVERAGE APPLICATION

- Alcohol Number _____ Year _____ Alcohol Account Number _____
- Name of Business Tee It Up Indoor Golf
 - Business Address 3626 Walton Way Ext. Suite 300 State GA Zip 30709
 - City Augusta
 - Business Phone (706) 799-7800 Home Phone ()
 - Applicant Name and Address: Michael L. Parrish
525 Tudor Br.
Grovetown, GA 30813
 Email address mparrish0291@gmail.com
 D.O.B. _____
 - Applicant Social Security # _____
 - If Application is a transfer, list previous Applicant: _____

- Business Location: Map & Parcel _____ Zoning _____
- Location Manager(s) Michael Parrish, Christopher S. Toy,
Wendy McGhee and Houston McGhee

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

OWNERSHIP INFORMATION

- Corporation (if applicable): Date Chartered: 8/5/2024
- Mailing Address: _____
 Name of Business Tee It Up Indoor Golf, LLC
 Attention Michael Parrish
 Address 525 Tudor Br.
 City/State/Zip Grovetown, GA 30813
- Ownership Type: Corporation () Partnership () Individual
- Corporate Name: Tee It Up Indoor Golf LLC
 List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Michael L. Parrish	Member		525 Tudor Br. Grovetown, GA 30813	40%
Wendy McGhee	Member		204 Coventry Ave Grovetown, GA 30813	40%
Christopher Toy	Member		2006 Toby Ct Augusta, GA 30907	20%

- 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					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Wholesale					

- Total License Fee: \$ _____
 Prorated License Fee: (After July 1 ONLY) \$ _____
- Have you ever applied for an Alcohol Beverage License before: No
 If so, give year of application and its disposition: _____

- Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? Yes () No If so, please initial MLP



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

19. Has any liquor business in which you have had a 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:

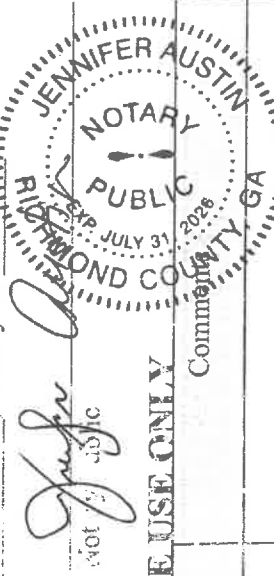
20. Have you ever been arrested, or cited by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other 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.
Pam Parrish 2743 Perimeter Parkway
c/o Southeastern Real Estate Group, LLC Building 100, Suite 370
Augusta, GA 30909

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 _____
State of Georgia, Augusta-Richmond County, I Michael L. Parrish
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.

24. I hereby certify that Michael L. Parrish is personally known to be, That he/she signed his/her name to the foregoing application relating 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 4th day of October, in the year 2024



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny
Alcohol Inspector		
Sheriff		
Fire Inspector		

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

Administrator Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-01

Application Type: Consumption on Premises Liquor, Beer, and Wine with Sunday Sales - New Location

Business Name: Tee It Up Indoor Golf

Hearing Date: January 28, 2025

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

Applicant: Micheal Parrish

Property Owner: Walto Augusta Partners, LP

Address of Property: 3626 Walton Way Extension

Tax Parcel #: 023-0-128-00-0

Commission Districts: District 3, Super District 10

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 \$ 5,610.00

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

January 28, 2025

Alcohol License

- Department:** Planning & Development
- Presenter:** Cecilia Woodruff, Planning Services Branch Manager
- Caption:** **A.N. 25-04 – New Location: Requesting Consumption on Premises for Liquor, Beer and Wine, Edward Henderson Jr.** applicant for **A&E Sports Bar and Lounge**, located at 2623 Deans Bridge Road. District 2, Super District 9
- Background:** New Location – **A&E Sports Bar and Lounge**
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant to pay a fee of \$4,365.00
- 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 the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

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

Item 4.

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business A&E SPORTS BAR AND LOUNGE
2. Business Address 2623 DEANS BRIDGE RD, AUGUSTA, GA 30906
3. City Augusta State GA Zip 30909
4. Business Phone (803) 645-4378 Home Phone (____) _____
5. Applicant Name and Address: EDWARD O HENDERSON JR
1848 FORMOSA DR
AUGUSTA, GA 30906
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:
NO TRANSFER
8. Business Location: Map & Parcel 086-1-001-00-0 Zoning B2
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: _____
12. Mailing Address:
Name of Business _____
Attention _____
Address _____
City/State/Zip _____
13. Ownership Type: () Corporation () Partnership () Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
EDWARD O HENDERSON JR			1848 FORMOSA DR AUGUSTA, GA 30906	

15. What type of business will you operate in this location?
() Restaurant () Lounge () Convenience Store
() Package Store () Other: SPORTS BAR AND LOUNGE

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Wholesale					

Total License Fee: \$ 120.00
Prorated License Fee: (After July 1 ONLY) \$ _____

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



Item 4.

18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) 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. _____

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

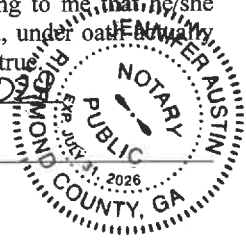
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church .04 miles C.) School 1.4 miles
B.) Library 2.8 miles D.) Public Recreation .09 miles

24. State of Georgia, Augusta-Richmond County, I, EDWARD O HENDERSON JR
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.

Edward Henderson Jr
Applicant Signature

25. I hereby certify that Edward Henderson Jr is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 13th day of November, in the year 2020

Justin Austin
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	✓		<i>Justin Austin</i>
Sheriff	✓		
Fire Inspector			

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

Administrator Date

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-04

Application Type: Consumption on Premises Liquor, Beer, and Wine - New Location

Business Name: A&E Sports Bar & Lounge

Hearing Date: January 28, 2025

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

Applicant: Edward Henderson, Jr.

Property Owner: Ponderosa Steak Barn of Augusta, Inc.

Address of Property: 2623 Deans Bridge Road

Tax Parcel #: 086-1-081-00-0

Commission Districts: District 2, 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 \$ 4.365.00

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

January 28, 2025

Alcohol License

- Department:** Planning & Development
- Presenter:** Cecilia Woodruff, Planning Services Branch Manager
- Caption:** **A.N. 25-06 – New Location: Consumption on Premises Liquor, Beer and Dance, Alfonzo Dagget** applicant for **Eclipse Restaurant and Lounge, LLC**, located at 3036 Deans Bridge Road. District 5, Super District 9
- Background:** New Location, Eclipse Restaurant and Lounge
- Analysis:** Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
- Financial Impact:** Applicant to pay a fee of \$3,895.00
- 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 the following accounts:** N/A
- REVIEWED AND APPROVED BY:** N/A

PLANNING & DEVELOPMENT DEPARTMENT STAFF REPORT

Case Number: A.N. 25-06

Application Type: Consumption on Premises Liquor, Beer, and Dance - New Location

Business Name: Eclipse Restaurant and Lounge

Hearing Date: January 28, 2025

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

Applicant: Alfonzo Dagget

Property Owner: Curry's Corner, LLC

Address of Property: 3036 Deans Bridge Road

Tax Parcel #: 097-1-118-00-0

Commission Districts: District 5, 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 \$ 3,895.00

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.

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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

- 1. Name of Business Eclipse Restaurant & Lounge LLC
- 2. Business Address 3036 Doans bridge Road, unit 8
- 3. City Augusta State Georgia Zip 30906
- 4. Business Phone (240) 416 3633 Home Phone (____)
- 5. Applicant Name and Address: AIFONZO DAGGETT
3502 Jock Kelley Road
Augusta Georgia 30906

- 6. Applicant Social Security # _____ D.O.B. _____
- 7. If Application is a transfer, list previous Applicant: _____

- 8. Business Location: Map & Parcel _____ Zoning _____
- 9. Location Manager(s) _____

- 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 Eclipse Restaurant & Lounge LLC
Attention AIFONZO DAGGETT
Address 3502 Jock Kelley Road
City/State/Zip Augusta Georgia 30906
- 13. Ownership Type: () Corporation () Partnership Individual
- 14. Corporate Name: N/A

List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
<u>Aifonzo Daggett</u>	<u>Owner/Manager</u>		<u>3502 Jock Kelley Rd</u> <u>Augusta GA 30906</u>	<u>100%</u>

- 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Wholesale					

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

- 16. Have you ever applied for an Alcohol Beverage License before: YES, 2016 & 2021
If so, give year of application and its disposition: Received in Forrest Park
Georgia & Richmond County Georgia
- 17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? Yes () No If so, please initial. AD

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: In Forest Park Georgia in 2015, dropped and I received all Alcohol License & permits

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.
N/A

21. List owner or owners of building and property.
Miss Betty Cashwell for Curry's Corner

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

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church _____ 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.

Alfonzo Daggett
Applicant Signature

25. I hereby certify that Alfonzo Daggett 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 06 day of November, in the year 2024.

M. Lemon
Notary Public
M Lemon
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires 11/29/2025

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