

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: Discussion

Application Type: Massage Operators License (**New Location-Change of Address**)

Business Name: RTS-Restorative Therapy Solutions

Hearing Date: August 29, 2023

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

Applicant: *Leonard Thomas Silas*

Property Owner: Davis MD LLC

Address of Property: 149 Davis Road

Tax Parcel #: 016-0-021-00-0

Commission District: District: 7 Super District: 10

Background: **This is New Location (Change of Address)**

ANALYSIS: Location restrictions:

- **Zoning:** B-2 (General Business)

LICENSE REQUIRED:

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

must possess an operator's license. Any person providing massage on an outcall basis must possess a massage therapy license.

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

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

FINANCIAL IMPACT: The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License (**Change of Address Only**).

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

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

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

BUSINESS LICENSE APPLICATION

CALENDAR YEAR 2023

Augusta, Georgia Planning & Development

1803 Marvin Griffin Road Augusta, GA 30906

535 Telfair Street Suite 300 Augusta, GA 30901

Location & Name
Amendment
add
RTS only
Circle One: New X Amended

Office: (706) 312-5050

Fax: (706) 312-4277

Fax: (706) 312-5037

Report Changes in Location / Mailing Address Promptly

COMPLETE ALL FIELDS

Please Print in Ink

Date Started New Business: _____ Estimated Yearly Gross Revenue (1): \$ _____

Business Name: RTS - Restorative Therapy Solutions

Mailing Address: _____

(Complete Mailing Address - City, State, Zip Code)

* Physical Location: 149 Davis Rd Ste B Augusta, GA 30907
(Complete Street Address - NO PO BOX - City, State, Zip Code)

Primary Phone Number: _____ Secondary Phone Number: _____

Email Address: Restorativejc@gmail.com Circle a contact method: Mailing Address Phone Text Message Email Fax

Description of Business: Sports Massage Therapy

Owner's Name and Address: Leonard Thomas Silas 230 E. Truitt St., Harlem, GA 30801
Is Owner a Disabled Veteran Yes No %

Last 4 SSN (Required): _____ Primary Contact Number: _____

Officer's Name and Address: _____

Last 4 SSN (Required): _____ Officer's Position / Title: _____ Phone Number: _____

Emergency Contact Name: Lona Silas Primary Phone Number: _____

Local Contact Name: _____ Primary Phone Number: _____

Number of Decals: _____ (Transportation / Contractors / Vending) Number of Employees (Company): _____

Federal Tax ID: _____ State Tax ID: _____

In accordance with the Business Ordinance of Augusta, Georgia, I, the undersigned, certify that I am the person duly authorized by the business herein named to file this application, including the accompanying schedules and statements and that the same are true, correct, and complete.

Applicant's Signature: Leonard Thomas Silas Date: 6-14-23

(1) Professionals and certain practitioners have the option of paying \$400 Professional Fee per practitioner in lieu of reporting gross receipts.

Check with the Business Tax Office to determine eligibility for this option. Number of Professionals: _____

Please Read and Initial each statement below:

ST All business licenses expire December 31st each year. It is the responsibility of the business owner to renew the license before January 31st each year to avoid late fee penalties.

ST All renewal applications are due prior to October 31st each year to avoid Failure To Submit Required Paperwork penalties.

ST I understand the penalty fees will not be dropped for my failure to make timely reports.

FOR BUSINESS LICENSE OFFICIAL USE ONLY

Account # LCR Parcel ID: _____

Zoning: B2 NAICS Code: _____ Tax Class: 02 Entered By: YIP

12/06/2022

OFFICE LEASE AGREEMENT

This **OFFICE LEASE AGREEMENT** (this "**Lease**") is made as of this 6th day of December, 2022 ("**Effective Date**") by and between **Davis MD LLC.**, a Georgia limited liability company ("**Landlord**"), and **Restorative Therapy Solutions**, a Georgia company ("**Tenant**").

1. BASIC LEASE PROVISIONS:

- 1.1. **Property:** 149 Davis Road Suite B
- 1.2. **Premises:** approximately 550 rentable square feet ("**RSF**") in Bulding 149 of the premises as shown in **Schedule 1.**
- 1.3. **Commencement Date:** The same as the execution date of the lease.
- 1.4. **Rent Commencement Date:** Same as execution date of the lease.
- 1.5. **Expiration Date:** Twelve (12) full months after the first calendar day of the month following the Rent Commencement Date. If the Rent Commencement Date falls on the first calendar day of the month, the Expiration Date shall be twelve (12) full months after the Rent Commencement Date.
- 1.6. _____
- 1.7. **Base Rent:** From and after the Rent Commencement Date, Tenant shall pay Base Rent in accordance with the following schedule:

| <u>Period of Term</u> | <u>Annual Base Rent (PSF)</u> | <u>Annual Base Rent</u> | <u>Monthly Base Rent</u> |
|------------------------------|--------------------------------------|--------------------------------|---------------------------------|
| Months 1 to 12 | | | |
| Months 13 to 24 | | | |

The foregoing figures and actual dates shall be finalized and specified in the Commencement Date Agreement to be executed and delivered by Landlord and Tenant after the Commencement Date, based on the final Commencement Date and any adjustments for costs paid by Landlord on Tenant's behalf that are added to the Base Rent and amortized over the Lease Term, if any.

- 1.8. **Base Year Adjustments:** 3% escalation annually
- 1.9. **Addresses for notices:**

(a) **Tenant:**

1

Office Lease
149 Davis Road Suite B
Augusta, GA 30909



12/06/2022

[**Restorative Therapy Solutions**]
P.O. Box 1272
230 E. Tripp St
[Harlem, GA 30814]
Attn: [Leonard Thomas Silas]

(b) Landlord:

For payment of rent and all correspondence:

Beman Group and Blanchard and Calhoun
237 Davis Road
Augusta, GA 30907

For all legal notices and other legal correspondence:

Beman Group and Blanchard and Calhoun
237 Davis Road
Augusta, GA 30907

- 1.10. Permitted Use: Operation as an athletic massage therapist office.
- 1.11. Landlord's Work: None
- 1.12. Tenant Improvements: None
2. **DEFINITIONS**: Unless the context otherwise specifies or requires, the following terms will have the meanings set forth below:
- 2.1. Common Areas: shall mean all areas and facilities outside the Premises and within the exterior boundaries of the Property (that are not leased to other tenants) and that are provided and designated by Landlord, in its sole discretion from time to time, for the general use and convenience of Tenant and other tenants of the Property and their authorized representatives, employees, invitees and the general public (such as parking areas, driveways, sidewalks, pedestrian walkways, loading areas, patios, lawn, landscaped areas, plazas, common entrances, stairways, hallways, corridors, elevators, restrooms, lobbies and the roof and exterior of the building). Landlord reserves the right to lease to and designate, from time to time, any Common Areas of the Property, including entrances, restrooms, stairways, storage rooms, loading areas, parking spaces and/or driveways, for the exclusive use of certain existing or future tenants of the Property.
- 2.2. Environmental Law: shall mean any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980),

