

CITY COUNCIL
JEFF REESE, MAYOR
GIL MCDOUGAL, MAYOR PRO-TEM
DANNY CARTER
SHIRLEY MARCHMAN
LESLIE MCPHERSON

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

MAYOR & COUNCIL MONTHLY MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

November 27, 2018 | 6:00 PM

Meeting Call to Order (Mayor Jeff Reese)

Invocation (Councilman Danny Carter)

Pledge of Allegiance (Mayor Jeff Reese)

Adoption of the Agenda (Mayor Jeff Reese)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes)

Council Updates (Subjects of General Interest and Concern)

A. Governing Body (Mayor Jeff Reese)

1. Approval of the Minutes: Meeting Minutes of November 13, 2018.

B. Finance (Sarah Hefty, CFO)

1. Financial Update: October 2018
2. 2019 Budget Amendment

C. Human Resources (Stephanie Rooks, Director)

1. Changing Insurance Carriers for Dental, Vision, Critical Illness and Accident
2. 2019 Insurance Premiums and Employee Contributions
3. Changing the Premium Calculation for our Reference Base Pricing Vendor (RBP)

D. Community Development (Bobby Elliott, Director)

1. Recommending Re-appointments to the Historic Preservation Commission

2. New Members Appointment to the Historic Preservation Commission
3. CU-02-18: 15001 Veterans Memorial Highway and Florence Circle
4. Easement Dedication To Greystone Power
5. Amendment of Villa Rica Alcoholic Beverage Code

E. Economic Development (Janet Chumley, Main Street Manager)

1. 2018 Gold Nugget Drop Fireworks Bids

F. City Manager (Tom Barber)

1. Use of City Vans for Christmas Tour of Homes

City Manager's Report (Tom Barber)

Adjournment

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CITY COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

Tuesday, November 13, 2018 | 6:00 pm

Meeting Call to Order (Mayor Jeff Reese)

Mayor Jeff Reese called the meeting to order at 6:00 pm. Present: Mayor Jeff Reese, Mayor Pro Tem Gil McDougal, and Councilmembers Danny Carter, Shirley Marchman and Leslie McPherson.

Invocation (Councilwoman Leslie McPherson)

Councilwoman Leslie McPherson gave the invocation.

Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

Ceremonial Presentation

Carroll County Commissioner Vicki Anderson presented Chief Michael Mansour with a check for \$57,624.00 to be used for an Explorer SUV, 18 Body Cameras, and a laptop for the cruiser.

Conner Poe, Government Relations, with Norfolk Southern presented Chief Michael Mansour a Public Safety Grant for \$5,000.00.

Adoption of Agenda (Mayor Jeff Reese)

Councilman Danny Carter made the motion to adopt the agenda.

RESULT:

ADOPTED (UNANIMOUS)

MOVER:

Danny Carter, Councilman

SECONDER:

Shirley Marchman, Councilwoman

AYES:

Carter, Marchman, McPherson, McDougal

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes)

Three citizens came forward to make a public comment.

Council Updates (Subjects of General Interest and Concern)

Mayor Jeff Reese announced that he and Councilman Gil McDougal attended a Douglas County Commissioners Meeting and will be able to attend the Carroll County Commissioners Meetings because of the change in the Council meetings. Councilwoman Leslie McPherson stated that the roads need to be looked at on Punkintown Road and parking downtown. She reported that employees at businesses are parking all day in front of their business with a two-hour parking limit.

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes

Councilwoman Leslie McPherson made the motion to approve the Meeting Minutes of October 9, 2018 and October 23, 2018.

RESULT:	ADOPTED (VOTE: 4-0)
MOVER:	Leslie McPherson, Councilwoman
SECONDER:	Danny Carter, Councilman
AYES:	McPherson, Carter, Marchman, McDougal

2. Proposed 2019 Council Meetings

Councilman Gil McDougal made the motion to approve the Proposed 2019 Council Meetings.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Gil McDougal, Councilman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	McDougal, McPherson, Carter, Marchman

3. Proposed 2019 Holiday Schedule

Councilman Gil McDougal made the motion to approve the Proposed 2019 Holiday Schedule.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Gil McDougal, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	McDougal, Carter, Marchman, McPherson

4. City of Villa Rica Fee Schedule

Councilman Gil McDougal made the motion to approve the City of Villa Rica Fee Schedule with the change of the Villa Rica Police Department Notary Fees to \$2.00.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Gil McDougal, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	McDougal, Carter, Marchman, McPherson

5. Ward 2 Qualifying Dates & Early Voting Dates

Councilman Gil McDougal made the motion to approve the Proposed Ward 2 Qualifying Dates & Early Voting Dates for the Special Election that will be held March 19, 2019.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Gil McDougal, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	McDougal, Marchman, Carter, McPherson

B. Finance (Sarah Hefty, CFO)

1. Continuation of Administration Services for Collection of Hotel-Motel Tax from Online Travel Companies

Councilman Danny Carter made the motion to approve the continuation of administration handled by J. Anderson Davis of Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP for the collection of hotel-motel tax from various travel companies.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson, Marchman, McDougal

2. Write Off Uncollectible Customer Receivables

Councilman Danny Carter made the motion to authorize staff to write off the 202 uncollectible accounts totaling \$31,850.19 as presented.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson, Marchman, McDougal

3. Clear Out Old Community Greenspace Fund

Councilman Danny Carter made the motion to authorize staff to transfer the balance of \$99.84 from the Community Greenspace Fund to the General Fund in the 2018 fiscal year.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Gil McDougal, Councilman
AYES: Carter, McDougal, Marchman, McPherson

4. Salary Study Implementation Changes

Councilman Gil McDougal made the motion to approve the increase in the city leader position pay, taxes and benefits by \$3,510 retro to October 1, 2018.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Marchman, McPherson

5. Salary Correction and Backpay

Councilwoman Shirley Marchman made the motion to approve increasing the salary of the Director of Parks, Recreation and Leisure Services by \$3,088.16 effective November 12, 2018 and to remit the backpay of \$5,597.91.

6. Proposed 2019 Budget Amendments

Councilman Gil McDougal made the motion to approve the proposed 2019 Budget Amendments.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Marchman, McPherson

C. Parks and Recreation (Vicki Coleman, Director)

1. Gold Dust Tennis Court Light Pole Replacement

Councilman Gil McDougal made the motion to table until the next meeting.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Marchman, McPherson

2. Athletic Equipment Purchase – John Deere Bunker and Field Rake 1200A

Councilman Danny Carter made the motion to approve the purchase of a bunker and field rake through John Deere Governmental on Georgia State Contract.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson, Marchman, McDougal

D. Police (Michael Mansour, Chief)

1. Purchase 10 APX4000 Radios from Motorola Solutions

Councilman Danny Carter made the motion to approve the purchase of 10 APX4000 radios from Motorola Solutions for the amount of \$29,015.50.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Marchman, McPherson

E. City Manager (Tom Barber)

1. Amended Agreement for Douglas County Property Tax

Councilman Gil McDougal made the motion to approve the amended agreement with Douglas County for the collection of property taxes effective January 1, 2019.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: McDougal, Marchman, Carter, McPherson

AYES: Carter, McPherson, Marchman, McDougal

F. Police (Michael Mansour, Chief)

1. Carroll County School System SRO Program

Councilwoman Shirley Marchman made the motion to approve the Carroll County SRO Agreement with Carroll County Board of Education.

Executive Session (David Mecklin, Attorney)

Councilman Gil McDougal made the motion to remove Executive Session, seconded by Councilman Danny Carter. Vote: 4-0. Motion approved.

Adjournment

Councilwoman Gil McDougal made the motion to adjourn, seconded by Councilman Danny Carter. Vote: 4-0. Motion approved.

Jeff Reese, Mayor

Alisa Doyal City Clerk



SELF-FUNDED INSURANCE



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Budget Amendment
AGENDA DATE: 11-27-2018

DATE PREPARED: 11-15-2018
PREPARED BY: Sarah Hefty

AMOUNT: See Exhibit A
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?

PURPOSE: To adopt ordinance amending the 2019 budget.

MOTION: I make a motion to adopt the ordinance to approve an amendment to the budget for the fiscal year 2019 for the City pursuant to Section 2-71 of the City Charter.

STATE OF GEORGIA

ORDINANCE NO. _____

CITY OF VILLA RICA

**AN ORDINANCE TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2019 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER**

WHEREAS, the Mayor and City Council adopted the 2019 Budget on September 13, 2018, which incorporated all of the various funds of the City; and

WHEREAS, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein.

WHEREAS, the Mayor and Council have reviewed the proposed budget; and

WHEREAS, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

NOW, THEREFORE, the Mayor and City Council of the City of Villa Rica, Georgia, hereby ordain as follows:

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2019, said budget amendment being described as Amendment No. 11-12, attached hereto and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations and policies to ensure that this Budget Amendment Ordinance is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence,

clause or phrase of same. It is hereby further declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within ordinance shall become effective upon its adoption.

SO ORDAINED AND EFFECTIVE this the _____ day of _____, 2018.

Approved:

Jeff Reese, Mayor

As to form:

C. David Mecklin, Jr., City Attorney

Attest:

Alisa Doyal, City Clerk

City of Villa Rica
Exhibit A
Proposed 2019 Budget Amendments

November 27, 2018

GENERAL FUND

Item			Account Type		Notes	Amount
11	100-3210-531710	Police Supplies	Expense	Increase	Use of Walmart Grant for purchase of Medical Bags	2,000.00
12	100-381000	Use of Fund Balance	Revenue	Increase	Walmart Grant received Dec. 2017 - rolled into Fund Balance	2,000.00
Total Change						
Expenditures						2,000.00
Revenues						2,000.00
						-



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Changing of Carriers and premium structure for Dental, Vision, Accident and Critical Illness

AGENDA DATE: 11/27/2018

DATE PREPARED: 11/14/2018

PREPARED BY: Stephanie Rooks

AMOUNT: Savings to Various Funds

GL ACCOUNT #: Various Accounts

FUNDING SOURCE: Savings to Various Funds

BUDGETED ITEM? Yes

PURPOSE:

The purpose of this item is to present a proposal the change carriers on four benefit offerings. The plans include Dental, Vision, Voluntary Critical Illness and Voluntary Accident.

BACKGROUND:

Currently we offer these plans with Guardian Dental, Davis Vision and American Fidelity. We are proposing to change all of these plans to one carrier, Mutual of Omaha.

- The Vision plan will duplicate our current plan, with a 4.9% reduction in premiums.
- The Dental Plan will result in a 100% increase in the annual maximum benefit to \$2,000. We are also proposing a change in the premium structure for dental, from two tiers to four tiers. The change in the maximum benefit will result in a slight increase in the total premium.
- No significant changes to Critical Illness and Accident.

STAFF RECOMMENDATION:

Staff recommends approval of the change of carriers to Mutual of Omaha and change of plan design of Dental plan and the rate structure for Dental.

IMPACT: This change will save the City and the employee premium dollars.

MOTION: Make a motion to approve the change in carriers for Dental, Vision, Voluntary Critical Illness and Voluntary Accident to Mutual of Omaha with the new premium structure as presented.

Benefit Premiums
2018-2019
Effective January 1, 2019

Monthly Premium	Monthly Premiums	Description	Current Deduction Amount Per Bi-Weekly	Current Employer Portion	New Rate Effective 01/01/2019	New Employer Portion
Davis Vision Current Plan	Mutual of Omaha Vision					
\$7.27	\$6.92	Single	0.00/BW	3.62/BW 7.27/M	\$0.35 BW	\$3.12 BW
\$13.10	\$12.46	Employee + Spouse	1.31/BW	5.24/BW 10.48/M	\$0.90 BW	\$5.33 BW
\$13.83	\$13.14	Employee + Children	1.39/BW	5.53/BW 11.06/M	\$0.97 BW	\$5.60 BW
\$21.83	\$20.74	Family	2.19/BW	8.73/BW 17.46/M	\$1.73 BW	\$8.64 BW
Guardian Dental	Mutual of Omaha Dental					
1,000 Annual Max Benefit	2,000 Annual Max Benefit					
\$30.26	\$ 32.18	Single	\$2.35 BW	\$12.33 BW	\$1.61 BW	\$14.48BW
\$86.53	\$ 72.00	Employee + Spouse	\$6.79 BW	\$35.62 BW	\$5.59 BW	\$30.41BW
\$86.53	\$ 88.25	Employee + Children	\$6.79 BW	\$35.62 BW	\$7.22 BW	\$36.91 BW
\$86.53	\$130.25	Family	\$6.79 BW	\$35.62 BW	11.42 BW	53.71 BW

GROUP INSURANCE PROPOSAL



Presented To:

City of Villa Rica

Presented By:

Strongside Solutions

Includes:

Voluntary Dental

November 9, 2018



Mutual of Omaha

VOLUNTARY DENTAL INSURANCE

Proposal for: City of Villa Rica

Alternate: 4.04

The following Voluntary Dental plan is being proposed on a fully-insured basis effective **01/01/19**. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit mutualofomaha.com.

ELIGIBILITY

CLASS DEFINITION(S)	Class 1: All Eligible Employees
ELIGIBILITY REQUIREMENT	This proposal provides coverage for all actively at work employees on the policy effective date working the minimum number of hours shown below in the United States, unless otherwise approved by Mutual of Omaha. Certain requirements apply.
MINIMUM WORK HOURS	Class 1: 30 or more hours each week

BENEFIT SUMMARY

LATE ENTRANTS	Class 1
WAITING PERIOD	
TYPE B, C:	12 Months
ORTHODONTICS:	12 Months
POLICY YEAR DEDUCTIBLE	Class 1
TYPE A	Waived
TYPE B, C	
INDIVIDUAL:	\$50
FAMILY:	3 times Individual
POLICY YEAR MAXIMUM	Class 1
ORTHODONTIC LIFETIME	\$2,000
MAXIMUM	\$1,500
ORTHODONTIC COVERAGE	Dependent Children Only
COVERAGE LEVELS	Class 1
TYPE A:	
TYPE B:	100%
TYPE C:	80%
ORTHODONTICS:	50%

The plan pays the percentage shown after the Policy Year deductible and any Waiting Period(s), if applicable, are satisfied.

The Policy Year deductible, maximum and orthodontic lifetime maximum are cumulative for both Participating and Non-Participating Providers.

COBRA Administered by Policyholder.

PARTICIPATION AND COST SUMMARY

PARTICIPATION ASSUMPTIONS

Minimum Participation	Number of Eligible Employees	Contribution Structure
77%	167	100% Employee paid

COST SUMMARY CLASS 1

Employee Only
Employee + Spouse
Employee + Child(ren)
Employee + Family
Total (All Classes)

Assumed Lives	Monthly Rates*	Monthly Premium	Annual Premium Sub-Total
66	\$32.18	\$2,115.51	\$25,386.12
27	\$72.00	\$1,929.60	\$23,155.20
8	\$88.25	\$734.24	\$8,810.88
28	\$130.25	\$3,611.83	\$43,341.96
129		\$8,391.18	\$100,694.16

*The rates quoted include the cost of state mandated benefits as of the date of this proposal.

RATE GUARANTEE 1 Year

RATE GUARANTEE DATE 01/01/2020

POLICY YEAR Calendar Year

ADDITIONAL BENEFITS

NETWORK

- Participating provider allowances are based on Participating provider fee schedules.
- Non-participating provider maximum allowances are based on the 90th Percentile of Reasonable and Customary data.

Charges that exceed the maximum allowance for any covered dental service are not considered.

ROLLOVER BENEFIT

The Rollover Benefit provision allows you and your dependents to save your dental benefit dollars for when you need them most. With this provision, Mutual of Omaha will “roll over” a percentage of the Policy Year Maximum for an insured person in a given Policy Year increasing the amount of the maximum for the insured person in the following Policy Year (subject to certain conditions).

CONTINUATION FOR FEDERAL AND STATE LAWS

Included – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member and any dependent(s). This provision applies to employer and union groups only, subject to certain conditions.

COVERED SERVICES

TYPE A - PREVENTIVE & DIAGNOSTIC

- Exams: 2 services in a 12 month period
- Bitewing X-rays: 4 films in a 12 month period
- Full Mouth Series/Panoramic X-ray: 1 service in a 36 month period
- Other X-rays
- Fluoride: For dependent children.
- Cleaning: 2 services in a 12 month period
- Sealants: For dependent children.

TYPE B - BASIC SERVICES

- Space Maintainers: For dependent children.
- Emergency (Palliative) treatment: Minor procedure
- Periodontal Maintenance: 2 services in a 12 month period following periodontal treatment
- Brush Biopsy/Cancer Screen: 2 services in a 12 month period
- Fillings: Amalgam and composite/resin fillings. Composite fillings on molars are limited to the amount otherwise payable for an amalgam filling
- Stainless Steel Crowns
- Extractions
- Oral Surgery
- Endodontics
- Periodontics
- Repair of Full or Partial Dentures
- Repair of Bridges
- Repair and Recement of Cast Crowns, Inlays, Onlays, Labial Veneers

TYPE C - MAJOR SERVICES

- Dentures (Full or Partial)
- Bridges
- Cast Crowns, Inlays, Onlays, Labial Veneers

ORTHODONTICS

- Diagnostic, Active, Retention treatment
- Harmful Habit Appliance: For dependent children.



Mutual of Omaha

REQUIREMENTS AND ASSUMPTIONS

SIC CODE	9111
SITUS STATE	GA
ACCEPTANCE	This proposal is contingent upon Mutual of Omaha Home Office review and acceptance of the completed application for coverage. It is recommended that current coverage is not cancelled or dropped until notification of acceptance from Mutual of Omaha is received.
LIMITATIONS & STANDARD CONTRACT NOTICE	This proposal is subject to Mutual of Omaha's standard product terms, limitations, and exclusions. Additionally, this proposal requires use of standard system-compatible benefits and contract provisions. Applicable federal and state mandates are added at issuance. This proposal also assumes that all employees/members reside in the situs state of the group. If any employees/members reside outside of the situs state of the group, we must be notified of the number of employees/members by state during the implementation process so that all applicable state mandates can be accommodated. Please refer to a sample standard contract, certificate booklet and/or subscription agreement documents for additional information and detail, available upon request.
ERISA	Each plan presented in this proposal is considered to be an employer-sponsored ERISA benefit plan. If it is determined that any plan presented in this proposal is not an ERISA benefit plan, Mutual of Omaha reserves the right to re-rate or otherwise adjust the proposed plan(s).
PROPOSAL CONDITIONS	Mutual of Omaha reserves the right to re-rate or withdraw this proposal <i>prior</i> to the effective date if any of the following changes: ▪ SIC code ▪ Employer contributions ▪ Information regarding disabled or COBRA participants ▪ For groups that are experience rated - risk increases based on review of the current carriers claims experience, including open or pended claims ▪ Demographics (age, gender, occupation, earnings, location and size) ▪ Plan participation - increase or decrease of 10% or more lives ▪ Laws, regulations, judicial and/or administrative orders and decisions affecting benefits, cost of administration, or cost of health care services ▪ Proposed effective date ▪ Benefits or eligibility ▪ Premium tax On or after the effective date, Mutual of Omaha reserves the right to change rates or fees if there is a change in any factor listed above. In addition, Mutual of Omaha may change rates or fees any time after the most recent Rate Guarantee Date, provided at least 30 days advance notice of the rate or fee increase has been given to the group.
DENTAL ENROLLMENT	Eligible employees and their dependents may elect coverage during the initial enrollment period or any subsequent enrollment period. This proposal assumes annual enrollments take place 30 days prior to the renewal date of the plan.
DENTAL TAKEOVER	Maximum Credits: Current Policy Year maximums are automatically refreshed at takeover. Deductible Credits: Deductibles satisfied in the current Policy Year will be recognized provided the plan member submits a copy of the prior carrier's Explanation of Benefits (EOB).

**DENTAL WORK IN
PROGRESS**

Standard procedures for work in progress when an account has moved their dental coverage to Mutual of Omaha are:

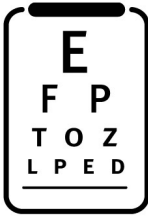
- Dentures and Bridgework - Covered only if the final impression is taken after the patient becomes eligible.
- Endodontics - Endodontic work is reimbursed based upon the completed date of service.
- Crowns, inlays, onlays, and labial veneers - Covered only if the final impression is taken after the patient becomes eligible.

**DENTAL BID
QUALIFICATIONS**

The rates and benefits quoted are based on preliminary enrollment data and subject to adjustments if final enrollment varies from preliminary enrollment data.

PROPOSAL EXPIRATION

This proposal is good for 90 days after 11/09/18, or the assumed effective date of the plan, whichever comes first.



Vision Insurance

FOR EMPLOYEES OF CITY OF VILLA RICA

ELIGIBILITY - ALL ELIGIBLE EMPLOYEES

Eligibility Requirement	You must be actively working a minimum of 30 hours per week to be eligible for coverage.
Dependent Eligibility Requirement	To be eligible for coverage any dependent child(ren) must be under 26. In order for your spouse and/or children to be eligible for coverage, you must elect coverage for yourself.
Premium Payment	The premiums for this insurance are shared by you and the policyholder. The premium amounts below reflect your contributions to the cost of this insurance.

BENEFITS	MEMBER COST IN-NETWORK	OUT-OF-NETWORK REIMBURSEMENT*
Exam with Dilation as Necessary	\$10 copay	Up to \$37
Exam Options: • Retinal Imaging • Contact Lens Fit & Follow-up • Premium Contact Lens Fit & Follow-up	• Up to \$39 • Up to \$40 • 10% off retail price	• Not Applicable
Frames • Any available frame at provider location	• \$0 copay, \$130 allowance plus 20% off balance over allowance	• Up to \$58
Standard Plastic Lenses: • Single Vision • Bifocal • Trifocal • Lenticular • Standard Progressive Lenses (add on to bifocal copay) • Premium Progressive Lenses (add on to bifocal copay) • Tier 1 • Tier 2 • Tier 3 • Tier 4	• \$10 copay • \$10 copay • \$10 copay • \$10 copay • \$65 copay • \$85 copay • \$95 copay • \$110 copay • \$65 copay plus 80% of charge less \$120 allowance	• Up to \$32 • Up to \$48 • Up to \$76 • Up to \$76 • Up to \$48 • Up to \$48 • Up to \$48 • Up to \$48 • Up to \$36
Lens Options: • UV Coating • Tint (Solid and Gradient) • Standard Scratch Coating • Standard Polycarbonate (Adults) • Standard Polycarbonate (Children under 19) • Standard Anti-Reflective • Photochromatic – Transitions • Other Add-ons	• \$0 copay • \$0 copay • \$0 copay • \$40 • \$0 copay • Up to \$45 • Up to \$75 • 20% off retail price	• Up to \$12 • Up to \$12 • Up to \$12 • Not Applicable • Up to \$32 • Not Applicable • Not Applicable • Not Applicable
Contact Lenses: (Contact lens allowance includes materials only) • Conventional	• \$0 copay, \$130 allowance plus 15% off balance over allowance	• Up to \$89

• Disposable	• \$0 copay, \$130 allowance	• Up to \$104
• Medically Necessary	• \$0 copay, paid in full	• Up to \$210
Laser Vision Correction: • LASIK or PRK from U.S. Laser Network	• 15% off retail price or 5% off promotional price	
Additional Pair of Glasses or Contacts	40% discount off of complete pair of eyeglasses and 15% off conventional contact lenses once the funded benefit has been used	

FREQUENCY

Exams	Once every 12 months
Lenses or Contact Lenses	Once every 12 months
Frames	Once every 24 months

*Out-of-Network Reimbursement will be the lesser of the listed amount of the member's actual cost from the out-of-network provider. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see the online provider locator to determine which participating providers have agreed to the discounted rate.

EXCLUSIONS

We will not pay benefits for any services or materials connected with or changes arising from:

- orthoptic or vision training, subnormal vision aides and any associated supplemental testing;
- Aniseikonic lenses;
- medical or surgical treatment of the eye, eyes or supporting structures;
- any eye or vision examination, or any corrective eyewear required by the policyholder as a condition of employment;
- safety eyewear;
- services or materials provided or paid for in whole or in part by a state or federal government or its agencies;
- services or materials provided or paid for in whole or in part as a result of any workers' compensation or occupational disease law or as required by any federal or state governmental agency or program;
- Plano (non-prescription) lenses or contract lenses;
- non-prescription sunglasses;
- two pair of glasses in lieu of bifocals;
- services or materials provided or paid for in whole or in part by any other group benefit plan providing vision benefits;
- certain name brand vision materials for which the manufacturer maintains a no-discount practice;
- services rendered after the date an insured person ceases to be covered under the policy; or
- lost, stolen, or broken lenses, frames, glasses, or contact lenses until the next benefit frequency when vision materials would next become available.

SERVICES

Hearing Discount Program	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.
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PREMIUM AMOUNTS

Coverage Tier	Premium Amount (24 Payroll Deductions Per Year)
Employee/Member	\$0.87
Employee/Member + Spouse	\$3.64
Employee/Member + Child(ren)	\$3.98
Employee/Member + Family	\$7.78

› Frequently Asked Questions

If I enroll now, can I change or drop my coverage at any time?

Your enrollment in this coverage is for a 12-month Policy Year. During this Policy Year, you may add or remove dependents within 31 days of a qualifying Life Change Event (as defined in the Certificate). These events include the birth of a child, pending adoption, marriage, divorce or loss of other coverage.

How do I use my vision benefit?

Mutual of Omaha's affiliation with EyeMed's Insight Network offers access to over 91,000 providers. To access your vision benefit:

1. Locate an in-network provider of your choice by calling the Customer Care Center at **1-833-279-4358** or visiting **www.mutualofomaha.com/vision** and choosing a provider on the provider locator. Or download the EyeMed Members App on your iPhone, iPad or Android to view your benefit details and ID card right when you need it.
2. Schedule an appointment. Many of our providers also offer walk-in appointments, in which case, an appointment is not necessary.
3. When you arrive, identify yourself as an EyeMed member or present your ID card to receive services. (Vision ID Card is not required to receive services)
4. Your in-network provider will file claims on your behalf, so you don't have to worry about anything!

How can I view my Explanation of Benefits online?

Click on "View Your Benefits" and select "Claim Status". If an Explanation of Benefits is available for a claim, an EOB column will appear next to the claim. Click the "View" button to view the document. Note: If the EOB column does not appear, EOBs are not applicable to your plan.

Will I be able to choose any eyewear product available at an in-network provider location?

Yes! With your Mutual of Omaha vision benefits, powered by EyeMed, you can apply your benefit toward any available frame or brand of contact lenses that fit your vision needs and lifestyle.

Can I purchase two pair of eyeglasses and/or eyeglasses and contact lenses in the same benefit period?

Yes! You are eligible for additional discounts, once the covered benefit has been used. We offer the largest additional pair discount in the industry – 40 percent off eyeglasses and 15 percent off conventional contact lenses – which can be used at any in-network location at any time while you are covered under the plan.

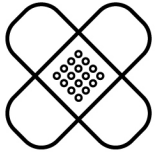
Are there any additional discounts beyond what is covered by the plan?

Yes! You will receive the following additional savings:

- 40 percent off additional complete pairs of glasses
- 20 percent off any remaining frame balance
- 15 percent off any remaining conventional contact lens balance
- 20 percent off non-covered items, including non-prescription sunglasses, accessories and lens cleaner
- 15 percent off the standard price or 5 percent off any promotional price of LASIK or PRK services

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions and limitations. Should there be any discrepancy between the certificate booklet and this outline, the certificate booklet will prevail. Availability of benefits is subject to final acceptance and approval of the group application by the underwriting company. Vision insurance is underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. Policy form number: G2018MP or state equivalent (In NC: G2018MP NC). United of Omaha Life Insurance Company is licensed nationwide, except in New York.





Voluntary Accident Insurance

FOR EMPLOYEES OF CITY OF VILLA RICA

This insurance offers financial protection by paying a cash benefit if you or an insured dependent are injured as a result of a covered accident. Unless otherwise stated, the benefit amount payable is the same for you and your insured dependent(s).

ELIGIBILITY - ALL ELIGIBLE EMPLOYEES

Eligibility Requirement	You must be actively working a minimum of 30 hours per week to be eligible for coverage.
Dependent Eligibility Requirement	To be eligible for coverage, your dependents must be able to perform normal activities, and not be confined (at home, in a hospital, or in any other care facility), and any child(ren) must be under age 26. In order for your spouse and/or children to be eligible for coverage, you must elect coverage for yourself.
Premium Payment	The premiums for this insurance are paid in full by you.
PLAN INFORMATION	INFORMATION / AMOUNT(S)
Plan Type	Full Plan 1M (GA-CC-CAT-NABM)
Coverage Type	24-hour (On and off-job)
Express Benefit	\$75
Annual Benefit Maximum (ABM)	Not Included
Portability	Included

BENEFITS

AMOUNTS

Initial Care & Emergency¹ – Most treatment / service required within 72 hours of accident; Once per accident per insured person	
Emergency Room	\$150
Urgent Care Center	\$100
Initial Physician Office Visit	\$75
Ambulance	Up to \$1,000
Specified Injuries^{1,2}	
Fractures (Surgical / Non-surgical)	Up to \$6,000/Up to \$3,000
Dislocations (Surgical / Non-surgical)	Up to \$9,000/Up to \$4,500
Lacerations	Up to \$800
Burns	Up to \$15,000
Dental	Up to \$300
Hospital, Surgical & Diagnostic^{1,3}	
Admission	\$1,000
Daily Confinement (Up to 365 days per accident)	\$200 per day
ICU Confinement (Up to 15 days per accident)	\$400 per day
Rehab. Facility Confinement (Up to 30 days per accident)	\$100 per day
Surgical	Up to \$1,500
Diagnostic	Up to \$200
Follow-Up Care¹ – Treatment / service required within 365 days of accident; Medical device is once per accident per insured person	
Physician Follow-Up Office Visit	\$75; Up to 2 per accident
Therapy Services	\$25; Up to 6 per accident
Medical Device	\$100
Prosthetic Device(s)	\$750; Up to 2 per accident

Additional Benefits¹ – Benefits are payable within 365 days of accident	
Transportation (Up to 3 trips per accident)	\$300 Per trip
Lodging (Up to 30 nights per accident)	\$125 Per night
Childcare (Up to 30 days per accident)	\$20 Per day
Catastrophic Benefits^{1,4} – Benefits are payable within 365 days of accident; Once per accident per insured person	
Principal Sum (PS)	You: \$25,000 Spouse: \$10,000 Child(ren): \$5,000
Common Carrier Accidental Death	300% of PS
Transportation of Remains	Up to \$5,000
Dismemberment & Paralysis	Up to 100% of PS
Reasonable Modifications	Up to 10% of PS
Coma	50% of PS
SERVICES	
Hearing Discount Program	The Hearing Discount program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.

¹Additional limitations apply as described in the certificate.

²Fractures and dislocations require treatment within 90 days of accident, burns and lacerations within 72 hours of an accident, and dental care within 30 days. If an insured person sustains both a fracture and dislocation as the result of the same accident, the maximum amount payable is up to 200% of the amount payable for the injury with the highest applicable benefit amount.

³Daily confinement must begin within 90 days of accident and ICU confinement within 30 days. Surgical treatment timeframes vary. If applicable, diagnostic services must be received within 90 days of accident. Except for admission and confinement benefits, most benefits are payable once per accident per insured person. If any surgery occurs concurrently with an open reduction for a fracture or dislocation of the same bone or joint as a result of the same accident, only the highest applicable benefit is payable.

⁴The principal sum for you and your spouse reduces by 50% when you reach the age of 70.

› How Accident Insurance Works

(For Illustration Purposes Only)

Accident Coverage

This insurance pays a benefit for each injury, treatment or service included in the policy that occurs as the result of a covered accident.

For example, Jeff's son, Jake, was playing soccer during recess at school. He was tripped and falls hard, injures his shoulder, and is transported by ambulance to the ER due to concerns of head trauma. The ER doctor orders a CT scan to check for any facial or head injuries and a shoulder X-ray.

Jake was diagnosed with a concussion and a broken collarbone. His arm was set in a sling, and he was released to his pediatrician for follow-up care. Jake visits his pediatrician at two weeks and one month after the accident to make sure he's healing well.

In the meantime, Jeff starts receiving bills for the care Jake received. The ambulance bill alone was \$556. He's a pretty healthy kid, so a health insurance deductible of \$1,500 had to be met before Jeff's health insurance would begin covering Jake's care, and after that, there's a 20% copay.

Accident benefits pay in addition to other insurance, and can be used to help cover gaps in health insurance or other expenses if the unexpected happens.

BENEFITS	AMOUNT
Ambulance	\$200
ER Visit	\$150
CT Scan	\$200
X-ray	\$50
Concussion	\$150
Broken Collarbone	\$300
Follow-Up Visit 1	\$75
Follow-Up Visit 2	\$75
Total Benefit	\$1,200

Note: The benefits shown in this example are for a sample design and may vary from the benefits that are available to you.

Voluntary Accident Premium Rates

The amounts shown below are **BI-WEEKLY** amounts (24 payments / deductions per year). You may elect insurance for you only, or for your family. Premiums will be automatically deducted from your paychecks as authorized by you during the enrollment process. Premiums must be paid by you to the policyholder.

COVERAGE TIER	PREMIUM AMOUNT
Employee/Member	\$7.23 (\$0.48 per day)
Employee/Member + Spouse	\$10.25 (\$0.67 per day)
Employee/Member + Child(ren)	\$11.75 (\$0.77 per day)
Employee/Member + Family	\$15.64 (\$1.03 per day)

Note: The amount(s) above may vary due to rounding and are subject to change based on the final terms of the policy.



Voluntary Critical Illness Insurance

FOR EMPLOYEES OF CITY OF VILLA RICA

ELIGIBILITY - ALL ELIGIBLE EMPLOYEES

Eligibility Requirement	You must be actively working a minimum of 30 hours per week to be eligible for coverage.	
Dependent Eligibility Requirement	To be eligible for coverage, your dependents must be able to perform normal activities, and not be confined (at home, in a hospital, or in any other care facility), and any child(ren) must be under age 26. In order for your spouse and/or children to be eligible for coverage, you must elect coverage for yourself.	
Premium Payment	The premiums for this insurance are paid in full by you. Child insurance is automatic. A separate premium is not required.	
BENEFIT CATEGORY¹	CONDITION	% OF CI PRINCIPAL SUM
Heart/Circulatory	Heart Attack, Heart Transplant, Stroke	100%
	Heart Valve Surgery, Coronary Artery Bypass, Aortic Surgery	25%
Organ	Major Organ Transplant/Placement on UNOS List, End-Stage Renal Failure	100%
	Acute Respiratory Distress Syndrome (ARDS)	25%
Childhood/Developmental *benefits only available to children	Cerebral Palsy, Structural Congenital Defects, Genetic Disorders, Congenital Metabolic Disorders, Type 1 Diabetes	100%
Cancer	Cancer (Invasive)	100%
	Bone Marrow Transplant	50%
	Carcinoma in Situ, Benign Brain Tumor	25%

COVERAGE GUIDELINES²

	MINIMUM	GUARANTEE ISSUE³	MAXIMUM
For You Elect in \$10,000 increments	\$10,000	\$10,000	\$10,000
Spouse Elect in \$10,000 increments	\$10,000	\$10,000	100% of employee's Principal CI Sum, up to \$10,000
Child(ren) *benefit for each child	N/A	\$3,000	25% of employee's Principal CI Sum, up to \$3,000

ADDITIONAL BENEFITS

Policy Benefit Maximum	The maximum payout amount is 200% of the CI Principal Sum amount for each insured person. If the policy benefit maximum is reached for an insured person, the coverage will terminate. Dependents will remain insured if you continue to satisfy the eligibility requirements of the policy.
Additional Occurrence Benefit	Once benefits have been paid for a Critical Illness, no additional benefits are payable for that same Critical Illness for each insured person. Benefits are still payable for any other Critical Illness in the same benefit category, for each insured person.
Portability	When insurance ends, you have the right to continue group Critical Illness insurance for yourself and your dependents.

CONDITIONS & LIMITATIONS

Benefit Waiting Period	There is no benefit waiting period.
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SERVICES

Hearing Discount Program	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.
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Advocacy

Advocacy services give an employee who has been diagnosed with a medical condition access to skilled clinicians and nurses for personalized, problem-solving assistance in a one-on-one setting. Call 1-866-372-5577 Monday – Friday 7 A.M. to 7 P.M. CST or email careadvocates@gilsbar.com for assistance.

¹Payment of a partial benefit reduces the remaining amount payable in a category.

²The amount of insurance for your spouse and child(ren) will be rounded to the next higher multiple of \$1,000, if not already an even multiple of \$1,000.

³Subject to any reductions, Guarantee Issue is available to new hires. Amounts over the Guarantee Issue will require a health application/evidence of insurability. For late entrants, all amounts will require a health application/evidence of insurability. Amounts over the Guarantee Issue and/or not meeting minimum participation levels will require a health application/evidence of insurability.

Voluntary Critical Illness Coverage Selection and Premium Calculation

Please note that the premium amounts presented below may vary slightly from the amounts provided on your enrollment form, due to rounding.

To select your benefit amount and calculate your premium, do the following:

- 1) Locate the benefit amount you want from the top row of the employee premium table. Your benefit amount must be in an increment of \$10,000. Refer to the Coverage Guidelines section for minimums and maximums, if needed.
- 2) Find your age bracket in the far left column.

- 3) Your premium amount is found in the box where the row (your age) and the column (benefit amount) intersect.
- 4) Enter the benefit and premium amounts into their respective areas in the Voluntary Critical Illness section of your enrollment form.

If the benefit amount you want to select is greater than any amount in the table below, select the benefit amount from the top row that when multiplied by another number results in the benefit amount you want to select. For example, if you want \$20,000 in coverage, you obtain your premium amount by multiplying the rate for \$10,000 times 2.

VOLUNTARY CRITICAL ILLNESS EMPLOYEE PREMIUM RATES (24 PAYROLL DEDUCTIONS PER YEAR)	
Age	\$10,000
0 - 29	\$1.30
30 - 39	\$2.40
40 - 49	\$5.55
50 - 59	\$12.25
60 - 69	\$26.20
70 - 79	\$48.60
80+	\$65.65



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Insurance Premiums and Employee Contributions
AGENDA DATE: 11/27/2018

DATE PREPARED: 11/17/2018
PREPARED BY: Sarah Hefty

PURPOSE: To update the 2019 Insurance Premiums and Employee Contributions based on final numbers.

BACKGROUND:

In September, the council approved the estimated 2019 premiums that were included in the budget. They were as follows:

Approved in September

Proposed 2019 Health Insurance Premiums

Description	Total Monthly Premium	Semi-Monthly Total Premium	Semi-Monthly Employer Portion	Semi-Monthly Employee Amount	Rate
Employee	\$686.15	\$343.08	\$325.93	\$17.15	5.0%
Empl + spouse	\$1,269.38	\$634.69	\$530.05	\$104.64	30.0%
Empl + Child(ren)	\$1,132.15	\$566.07	\$482.02	\$84.05	30.0%
Family	\$1,845.74	\$922.87	\$731.78	\$191.09	30.0%

Since then, we have received updated and final numbers. The captive pool that were a part of in 2018 had a bad year, so our premiums were going to increase for 2019. Therefore, we are not going to be a part of the captive in 2019, which gave us \$86,000 in savings from the stop loss carrier.

The 2019 budget includes over \$1.89m for self-funded insurance. That total is now \$1.80m.

- Administrative costs are budgeted around \$462,000, down from \$475,000.
- Maximum claims are estimated at \$1.34m, which is down from \$1.58m. We budgeted for 90% of the maximum claim amount.

- Employees will contribute 5% for single coverage and 30% of any additional coverage (spouse, children or family).

With these changes, the new (and final) proposed premiums are as follows:

New Proposed Premiums

Proposed 2019 Health Insurance Premiums						
Description	Total Monthly Premium	Semi-Monthly Total Premium	Semi-Monthly Employer Portion	Semi-Monthly Employee Amount	Rate	
Employee	\$634.55	\$317.28	\$301.42	\$15.86	5.0%	
Empl + spouse	\$1,205.65	\$602.83	\$501.30	\$101.53	30.0%	
Empl + Child(ren)	\$1,110.47	\$555.23	\$467.98	\$87.25	30.0%	
Family	\$1,776.75	\$888.38	\$701.19	\$187.19	30.0%	

These proposed semi-monthly amounts will provide savings for the employees every pay period.

	Current Bi-Weekly	Proposed Bi-Weekly	Change
Employee only	\$ 17.52	\$ 15.86	\$ (1.66)
Employee-Spouse	\$ 130.47	\$ 101.53	\$ (28.94)
Employee-Child(ren)	\$ 116.72	\$ 87.25	\$ (29.47)
Employee-Family	\$ 190.50	\$ 187.19	\$ (3.31)

STAFF RECOMMENDATION: To approve the 2019 premiums and employee contributions. See attached schedule.

MOTION: I make a motion that we approve the 2019 health insurance premiums, as presented.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Changing the Premium Calculation for our Reference Base Pricing Vendor (RBP)

AGENDA DATE: 11/27/2018

DATE PREPARED: 11/19/2018

PREPARED BY: Stephanie Rooks

AMOUNT:

GL ACCOUNT #: 610-1540-571010

FUNDING SOURCE: Health Insurance Fund

BUDGETED ITEM? Yes

PURPOSE:

The purpose of this item is to introduce a proposal to change the way that the vendor's service fee is calculated.

BACKGROUND:

- Currently the service fee is based on "savings", defined as the difference between the total billed charge and the negotiated adjusted reimbursement amount of the charge per claim. The current agreement is structured at 18% of savings.
- The amendment to the agreement changes the calculation structure to ten percent of billed charges, which nets an annual cost of approximately ten percent less for the City.
- New fees will be effective January 1, 2019.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment to the referenced based pricing vendor's service agreement.

IMPACT: This change will save the city's health plan approximately ten percent in service fees.

MOTION: I make a motion that the amendment to the referenced based pricing vendor's service agreement is approved as presented. New fees will be effective January 1, 2019.

SCHEDULE A – CD COMPENSATION

CD shall receive a fee ("Services Fee"), as compensation for services as described in this Agreement. It is the responsibility of Client to contract with and arrange for the Plan Administrator to submit payment in accordance with this Schedule on behalf of the Plan. The Services Fee is as follows:

1. Pre-service Negotiated Claims. Plans shall pay ten percent (10%) of the Billed Charge. The Service Fee for pre-service negotiated claims shall be capped at \$25,000 per claim. A Pre-Service Negotiated Claim is a claim where the provider has received a statement of reimbursement prior to services being rendered during the precertification process.
2. All Other Referred Health Claims. Plans shall pay ten percent (10%) of the Billed Charge. In the event CD enters into direct contracts used to determine the payment amount for a claim distinct from its pre-service negotiation program, the Services Fee shall be 6% of the "billed charges". The Services Fee shall not exceed a total fee of \$50,000 per claim.

For purposes of this Schedule, "billed charge(s)" is defined as the total charge submitted by the provider or facility for the claim prior to any discounts or other reductions. CD agrees not to charge the above-described fees for a "duplicate" claim. A "duplicate" is a claim submitted to CD by the provider or the TPA for the same date of service and treatments for a particular member as has been previously submitted for processing. If a "duplicate" is knowingly submitted to CD, TPA will clearly identify the claim as a "duplicate."

Services Fees shall be invoiced by CD to the Plan Administrator and shall be paid within fifteen days of invoice date. In the event the Plan Administrator fails to pay the fees timely, CD shall notify the Client and Client shall be obligated to pay the fees directly within fifteen days of notice or be subject to provisions regarding termination for breach.

SCHEDULE A – CD COMPENSATION

CD shall receive a fee ("Services Fee"), as compensation for services as described in this Agreement. It is the responsibility of Client to contract with and arrange for the Plan Administrator to submit payment in accordance with this Schedule on behalf of the Plan. The Services Fee is as follows:

1. Pre-service Negotiated Claims. Plans shall pay eighteen percent (18%) of the Savings received to the Plan for pre-service negotiated claims. "Savings" are defined as the difference between the total "billed charge" and the negotiated adjusted reimbursement amount of charge per claim. The Service Fee for pre-service negotiated claims shall be capped at \$25,000 per claim.
2. All Other Referred Health Claims. Plans shall pay eighteen percent (18%) of the Savings received to the Plan for all other claims. "Savings" are defined as the difference between the total "billed charge" and the negotiated adjusted reimbursement amount of charge per claim. In the event CD enters into direct contracts used to determine the payment amount for a claim distinct from its pre-service negotiation program, the Services Fee shall be 6% of the "billed charges". The Services Fee shall not exceed a total fee of \$50,000 per claim.

For purposes of this Schedule, "billed charge(s)" is defined as the total charge submitted by the provider or facility for the claim prior to any discounts or other reductions. CD agrees not to charge the above-described fees for a "duplicate" claim. A "duplicate" is a claim submitted to CD by the provider or the TPA for the same date of service and treatments for a particular member as has been previously submitted for processing. If a "duplicate" is knowingly submitted to CD, TPA will clearly identify the claim as a "duplicate."

Services Fees shall be invoiced by CD to the Plan Administrator and shall be paid within fifteen days of invoice date. In the event the Plan Administrator fails to pay the fees timely, CD shall notify the Client and Client shall be obligated to pay the fees directly within fifteen days of notice or be subject to provisions regarding termination for breach.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Recommending Re-appointments to the Historic Preservation Commission

CITY COUNCIL AGENDA DATE: November 27, 2018

DATE: November 27, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To re-appoint Dr. Nancy Mims, Larry Cohrs, and Renee Hooks to the Historic Preservation Commission.

BACKGROUND: Dr. Nancy Mims, Larry Cohrs, and Renee Hooks are serving terms on the Historic Preservation Commission that expire on December 31, 2018. They have expressed interest in being reappointed. Additionally, they are serving terms for seats that were previously vacated. Dr. Mims and Mr. Cohrs have been serving on the Commission for the past 1.5 years, and Ms. Hooks was appointed in April 2018. Dr. Mims currently serves as the Chairman of the Commission.

Per the HPC Bylaws, in order to achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years and three (3) members for three (3) years.

IMPACT: N/A

HISTORIC PRESERVATION COMMISSION: N/A

MOTION: I make a motion to approve the reappointments of Dr. Nancy Mims, Larry Cohrs, and Renee Hooks to the Historic Preservation Commission for a term of three years.

City of Villa Rica, Georgia Historic Preservation Commission Bylaws

Adopted March 14, 2017
Amended October 23, 2018

ARTICLE I Authorization

The Villa Rica Historic Preservation Commission (hereinafter referred to as the "Preservation Commission") has been created pursuant to the Georgia Historic Preservation Act, O.C.G.A. Section 44-10-21, and a local historic preservation ordinance adopted by the City of Villa Rica, and shall be governed by the terms thereof.

ARTICLE II Purpose

In support and furtherance of its findings and determination that the historical, cultural and aesthetic heritage of the City of Villa Rica is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity and general welfare of the people;

In order to stimulate revitalization of the business districts and historic neighborhoods and to protect and enhance local historic and aesthetic attractions to tourists and thereby promote and stimulate business;

In order to enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law; and

In order to provide for the designation, protection, preservation and rehabilitation of historic properties and historic districts and to participate in federal or state programs to do the same;

The Villa Rica City Council hereby declares it to be the purpose and intent of this ordinance to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures, objects, and landscape features having a special historical, cultural or aesthetic interest or value, in accordance with the provisions of the

ARTICLE III Organization

Section 3.01: Appointment by City Council

Members of the HPC shall be appointed by the City Council Mayor and ratified by the City Council.

Section 3.02: Number of Members

The HPC shall have (6) Members. To the extent available in the City, at least three (3) members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology or related professions.

Section 3.03: Member Terms

Each Member shall have a term of office for three (3) years, or until their successor shall be appointed. Members may not serve more than two (2) consecutive terms. In order to achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years and three (3) members for three (3) years. Members may not receive a salary, but may be reimbursed for expenses.

Section 3.04: HPC Officers

- (a) The officers of the HPC ("HPC Officers") shall consist of a Chairman and Vice-Chairman.
- (b) HPC officers shall be elected by a majority vote of the members at the first regular meeting following their appointment and thereafter in June of each year.

Section 3.05: HPC Officers Term of Office

- (a) HPC Officers shall serve for a term of one year and shall be eligible for re-election.
- (b) Officers who fail to fulfill their duties and have three consecutive absences without notice from regular HPC meetings shall be considered to have vacated that office.

Section 3.06: HPC Officer Vacancies

- (a) In the event of a vacancy in the office of Chairman, the Vice-Chairman shall serve as Chairman until the members elect a new Chairman. The newly elected Chairman shall serve as Chairman until the first regular meeting of the subsequent calendar year.

- (b) In the event of a vacancy in the office Vice-Chairman, the Members shall elect a new Vice-Chairman. The newly elected Vice-Chairman shall serve as Vice-Chairman until the first regular meeting of the subsequent calendar year.

Section 3.07: Officers' Duties

- (a) Chairman, whose duties include chairing all meetings of the HPC and acting as a representative of the HPC in functions requiring such representation.
- (b) Vice-Chairman, who shall assume all duties outlined for the Chair in his/her absence.

Section 3.08: Resignation

- (a) A Member wishing to resign from the HPC shall submit their letter of resignation, in writing, to the City Manager.
- (b) A Member resigning from the HPC must expressly state whether the resignation is with immediate effect or provide a date the resignation will take effect.
- (c) Upon receipt of a Member's resignation, the City Manager, or its designee, shall notify the City Council in order to initiate the process by which the City Council may appoint a new Member.

Section 3.09: Secretary

- (a) The Secretary is a non-voting staff representative of the HPC and shall be an employee of the City as designated by the City Manager or its designee.
- (b) The Secretary's duties include recording the minutes at meetings of the HPC, presenting said minutes to the HPC for review and acceptance by the HPC, and maintaining HPC records, and providing notice of meetings in accordance with the Villa Rica City Code and state law.

ARTICLE IV Meetings

Section 4.01: Regular Meetings

- (a) Regular meetings shall be held on the third Tuesday of the month, unless such day falls on a city observed holiday, in which event the regular meeting for that month shall be postponed to the following month at the same hour and place. Regular meetings may be canceled at the discretion of the Chairman or at the request of staff.

- (b) Meetings of the HPC shall be held in the Holt-Bishop Justice Center, located at 101 Main Street, Villa Rica, GA 30180, or such other place as designated by the HPC.

Section: 4.02 Agenda

- (a) Items may be placed on the agenda by the Secretary or a Member.
- (b) Items may be placed on the agenda in accordance with the application process by the public, an applicant, or a stakeholder pursuant to the Villa Rica City Code or applicable state law.
- (c) Staff will make the initial presentation of the agenda item then the party, the individual, or the party or individual's representative requesting action on the agenda item will make their presentation.
- (d) Items included on the agenda must be submitted to the Secretary in accordance with timelines, deadlines, policies, or procedures of the City, the Villa Rica City Code, or applicable state law.
- (e) Agenda packets for regular meetings will be provided to the Members five (5) calendar days in advance of the scheduled HPC meeting.

Section 4.03: Special Called Meetings

The Chairman, Secretary, or at least a quorum of the HPC may, when deemed necessary, call special meetings of the HPC.

Section 4.04: Quorum

- (a) A quorum is required for the purpose of transacting all business of the HPC.
- (b) A quorum shall consist of three (3) Members. The affirmative vote of the majority of the Members present shall be required before the HPC shall approve or deny an item.
- (c) If a quorum is not present or represented at any meeting of the HPC, a majority of the Members entitled to vote at that meeting, and present in person, may adjourn the meeting, until a quorum shall be present or represented.

Section 4.05: Call to Order

- (a) HPC meetings will be called to order by the Chairman, or if absent, by the Vice-Chairman.
- (b) In the absence of both the Chairman and Vice-Chairman, the meeting shall be called to order by the Secretary, and a temporary Chairman shall be elected to preside over the meeting.

Section 4.06: Notice

- (a) Written or electronic notice of every meeting of the HPC stating the place, date, and hour of the meeting, shall be given either personally or by mail to each Member not less than fourteen (14) calendar days before the date of the meeting.
- (b) Public notice of HPC meetings shall be provided in accordance with the provisions of the Georgia Open Meetings Act, the Zoning Procedures Act, and other applicable policies or procedures of the City of Villa Rica, the Villa Rica City Code, or state law.
- (c) All HPC meetings and deliberations shall be open to the public, except for properly noticed closed session matters, and shall be conducted in accordance with the provisions of the Georgia Open Meetings Act and other applicable policies or procedures of the City of Villa Rica, the Villa Rica City Code, or state law.

Section 4.07: Attendance

- (a) HPC Members are required to attend HPC meetings and be prepared to discuss the issues on the agenda.
- (b) A Member shall notify, in writing, the Secretary or Chairman if the Member is unable to attend a meeting. The written notice must be received prior to the commencement of the meeting.
- (c) A Member who fails to fulfill their duties and has three consecutive absences, without written notice, from regular HPC meetings may be recommended to the City Council for removal from the HPC by a vote of the HPC.

Section 4.08: Voting

- (a) Each Member shall at every meeting of the HPC be entitled to one vote.
- (b) No Member may vote by proxy.
- (c) When a quorum is present at any meeting, the vote of a majority of the HPC Members present in person decides any question brought before such meeting, unless the question is one upon which the express provisions of law or these Bylaws require a different vote, in which case such express provisions shall govern and control the decision of the question.

Section 4.09: Public Hearing

- (a) All public hearings shall be in accordance with the Open Meetings Law and other applicable state law.

- (b) A person wishing to address the HPC must sign up to speak. Sign-up sheets will be available and should be submitted to the Secretary prior to the start of the meeting. If any written materials are to be provided to the HPC, a copy shall also be provided immediately to the Secretary for inclusion in the minutes of the meeting.

Section 4.10: Closed Sessions

The HPC may conduct closed sessions as allowed by law, on properly noticed closed session matters, such as consultation with attorney on legal matters, deliberation regarding the value of real property, competitive utility matters, and economic development negotiations.

Section 4.11: Outside Resources

In the event the HPC is in need of outside resources for the consideration of any item before it, the City Staff shall act as a liaison to arrange for the provision of such outside resources.

ARTICLE V Miscellaneous

Section 5.01: HPC Orientation, Continuing Education & Training

- (a) All new members of the HPC shall participate in an orientation program familiarizing themselves with the goals and objectives of the program and with their responsibilities.
- (b) Members shall participate in such continuing education or training program, as recommended by the City staff or required by the City Council.

Section 5.02: Preemption by the Villa Rica City Code, State Law, or Federal Law

Where the provisions of these Bylaws are in conflict with the policies or procedures of the City of Villa Rica, the Villa Rica City Code, state law, or federal law, then the policies or procedures of the City of Villa Rica, the Villa Rica City Code, state law, or federal law shall preempt the application or enforcement of these Bylaws.

ARTICLE VI Books and Records

Correct books of account of the activities and transactions of the HPC shall be kept by the Secretary. These shall include a minute book, which shall contain a copy of these Bylaws and all minutes of meetings of the HPC, applications, supporting materials, agendas, and agenda packets.

ARTICLE VII

Code of Ethics and Prohibited Practices

Section 7.01: Conflict of Interest

No HPC Member shall knowingly:

- (a) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of their official duties or which would tend to impair their independence of judgment or action in the performance of their official duties;
- (b) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of their official duties, or would tend to impair their independence of their judgment or action in the performance of their official duties;
- (c) Disclose confidential information concerning the property, government or affairs of the governmental body for which they serve without proper authorization, or use such information to advance the financial or other private interest of themselves or others;
- (d) Accept any valuable gift in excess of \$25.00, whether in the form of service, loan, thing, promise, from any person, firm or corporation which to their knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the governmental body for which they serve; provided, however, that a HPC Member who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;
- (e) Represent private interest in any action or proceeding against the governmental body for the HPC Member serves;
- (f) Vote or otherwise participate in the negotiation or the making of any contract with any business or entity in which they have a financial interest.

Section 7.02: Disclosure

Any HPC Member who shall have any private financial interest, directly or indirectly, in any matter pending before or within the HPC shall disclose such private interest to the HPC and such disclosure shall be entered on the records of the HPC and they shall disqualify themselves from participating in any decision or vote thereto.

Section 7.03: Invalidity of a Vote

If a HPC Member votes on an item in which the HPC Member has a conflict of interest the HPC Member's vote shall be voided.

Section 7.04: Use of Public Property

No Member shall use property owned by such governmental body for personal benefit, convenience or profit except in accordance with policies or procedures promulgated by the City of Villa Rica.

Section 7.05: Political Activities of HPC Members

No HPC Member shall continue to serve on the HPC upon being sworn in to any elective city office and that Member shall be deemed to have resigned effective upon the Member's swearing in to elective city office.

Section 7.06: Penalties for Violation

Any HPC Member who willfully conceals such financial interest or willfully violates any of the requirements of this Article shall be subject to penalty as prescribed by Section 2-189 of the City Code of Ordinances.

**ARTICLE VIII
Amendments**

The HPC shall recommend to the City Council any alteration, amendment, or repeal of these Bylaws or the adoption of new Bylaws by a quorum vote at a duly called meeting of the HPC. Bylaw alterations, amendments, or repeal are not effective until approved by City Council.

Approved and adopted at a meeting of the Villa Rica City Council on the 23 day of October, 2018.

ATTEST:


City Clerk

THE CITY OF VILLA RICA

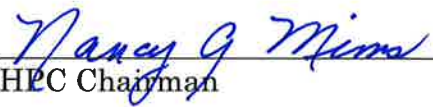

Mayor

Approved and adopted at a meeting of the HPC on the 16th day of October, 2018.

ATTEST:


HPC Secretary

THE CITY OF VILLA RICA, GEORGIA
HISTORIC PRESERVATION COMMISSION


HPC Chairman



CITY OF VILLA RICA

City Council Packet

SUBJECT: Recommending New Member to the Historic Preservation Commission

CITY COUNCIL AGENDA DATE: November 27, 2018

DATE: November 15, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To appoint Ken Norton to the Historic Planning Commission.

BACKGROUND: In October 2018, the Historic Preservation Commission (HPC) was approved by the City Council to increase their number of members from five (5) to six (6). Since that time, Ken Norton has submitted application to the Commission to fill one (1) of two (2) vacant seats. Currently, the HPC has only four (4) members.

Per the HPC Bylaws, in order to achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years and three (3) members for three (3) years.

IMPACT: N/A

HISTORIC PRESERVATION COMMISSION: Approved on November 21, 2018.

MOTION: I make a motion to approve a two-year appointment of Ken Norton to the Historic Preservation Commission.



City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards and Commissions of the City of Villa Rica. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Ken Norton
Occupation: Project Manager Employer: Ridgeland Construction
Home Address: 703 Magnolia St. City: Villa Rica Zip: 30180
Home Phone: (770) 459-5433 Home E-Mail: kennorton3@gmail.com
Work Phone: () Work E-Mail: n/a
Cell Phone: (404) 464-3399 Preferred E-Mail: ☒ Home ☐ Work
Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) n/a

a) Which Board(s) or Commission(s) do you wish to be appointed to? Historic Preservation

b) How long have you been a resident of the City of Villa Rica? 6 Years 7 Months

c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No

d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No

e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:

h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

My wife & I are very committed to the historic preservation of our city. We live in a Queen Anne Victorian constructed in 1900.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

VRDA

DDA

MSAB

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board or Commission and that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six months, after which time, I will need to file a new application. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.

Ken Doyal

Signature

Ken Doyal

Printed Name

11/7/2018

Date

Please return signed application to:

Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212

BOARD AND COMMISSION INFORMATION

Board of Appeals (BOA): The BOA is a quasi-judicial body that provides the public with a final administrative review process for appeals relating to a wide range of City determinations. The Board strives to provide an efficient, fair and expeditious public hearing and decision-making process before an impartial panel as a last step in the City's permit issuance process. The Board hears and decides appeals involving the granting, denial, suspension, or revocation of permits, licenses, and other use entitlements by various City commissions and departments. The granting or denial of variances and other determinations by the P&Z Commission. Term: 3 years | Members: 5

Downtown Development Authority (DDA): The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA. Term: 4 years | Members: 7

Historic Preservation Commission (HPC): This six-member commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests. Term: 3 years | Members: 6

Housing Authority Board (HAB): The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor for indefinite terms.

Library Advisory Board (LAB): Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members work with the Branch Manager to establish operational policies for the library for approval by the City Council and West Georgia Regional Library System, assist the Branch Manager with the annual budget request to the City Council, adopts bylaws and regulations for internal operations, makes recommendations through the City Manager to the Mayor and City Council concerning the library, solicits donations of money and/or property for the benefit of the library, and represents the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members. Term: 3 years | Members: 7

Main Street Advisory Board (MSAB): This seven-member Board commission is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

Planning & Zoning Commission (P&Z): The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications. Term: 1 year | Members: 5

Recreation Advisory Commission (RAC): The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects. Term: 3 years | Members: 7

Villa Rica Cemetery Committee: Functions include making recommendations to the City Manager on all aspects of the management and operations of the city's cemeteries. Term: 3 years | Members: 6

Villa Rica Development Authority (VRDA): The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia. Term: 4 years | Members: 7

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

- 1) Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.
- 2) The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.
- 3) Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212



CITY OF VILLA RICA

City Council Packet

SUBJECT: Recommending New Member to the Historic Preservation Commission

CITY COUNCIL AGENDA DATE: November 27, 2018

DATE: November 27, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To appoint Alan White to the Historic Planning Commission.

BACKGROUND: In October 2018, the Historic Preservation Commission (HPC) was approved by the City Council to increase their number of members from five (5) to six (6). Since that time, Alan White has submitted application to the Commission to fill one (1) of two (2) vacant seats. Currently, the HPC has only four (4) members.

Per the HPC Bylaws, in order to achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years and three (3) members for three (3) years.

IMPACT: N/A

HISTORIC PRESERVATION COMMISSION: Approved on November 21, 2018.

MOTION: I make a motion to approve a two-year appointment of Alan White to the Historic Preservation Commission.



City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards and Commissions of the City of Villa Rica. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Alan W White.

Occupation: Home Renovation Employer: All-n-one

Home Address: 372 Thomas Dorsey City: Villa Rica Zip: 30180

Home Phone: (770) 771-2398 Home E-Mail: _____

Work Phone: (" " " " Work E-Mail: allnoneaw@gmail.com

Cell Phone: (" " " " Preferred E-Mail: ☐ Home ☒ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____
All-n-one Home Renovation 372 Thomas Dorsey Dr. villa Rica

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Historical Preservation.
- b) How long have you been a resident of the City of Villa Rica? 6 Years 0 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

to Protect and Preserve Historical sites and
structures. Particular to villa Rica Business
And Residence

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☐ Yes ☒ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board or Commission and that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six months, after which time, I will need to file a new application. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.


Signature

Alan White
Printed Name

11/15/2018
Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212

City of Villa Rica, Georgia Historic Preservation Commission Bylaws

Adopted March 14, 2017
Amended October 23, 2018

ARTICLE I Authorization

The Villa Rica Historic Preservation Commission (hereinafter referred to as the "Preservation Commission") has been created pursuant to the Georgia Historic Preservation Act, O.C.G.A. Section 44-10-21, and a local historic preservation ordinance adopted by the City of Villa Rica, and shall be governed by the terms thereof.

ARTICLE II Purpose

In support and furtherance of its findings and determination that the historical, cultural and aesthetic heritage of the City of Villa Rica is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity and general welfare of the people;

In order to stimulate revitalization of the business districts and historic neighborhoods and to protect and enhance local historic and aesthetic attractions to tourists and thereby promote and stimulate business;

In order to enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law; and

In order to provide for the designation, protection, preservation and rehabilitation of historic properties and historic districts and to participate in federal or state programs to do the same;

The Villa Rica City Council hereby declares it to be the purpose and intent of this ordinance to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures, objects, and landscape features having a special historical, cultural or aesthetic interest or value, in accordance with the provisions of the

ARTICLE III Organization

Section 3.01: Appointment by City Council

Members of the HPC shall be appointed by the City Council Mayor and ratified by the City Council.

Section 3.02: Number of Members

The HPC shall have (6) Members. To the extent available in the City, at least three (3) members shall be appointed from among professionals in the disciplines of architecture, history, architectural history, planning, archaeology or related professions.

Section 3.03: Member Terms

Each Member shall have a term of office for three (3) years, or until their successor shall be appointed. Members may not serve more than two (2) consecutive terms. In order to achieve staggered terms, initial appointments shall be: one (1) member for one (1) year; two (2) members for two (2) years and three (3) members for three (3) years. Members may not receive a salary, but may be reimbursed for expenses.

Section 3.04: HPC Officers

- (a) The officers of the HPC ("HPC Officers") shall consist of a Chairman and Vice-Chairman.
- (b) HPC officers shall be elected by a majority vote of the members at the first regular meeting following their appointment and thereafter in June of each year.

Section 3.05: HPC Officers Term of Office

- (a) HPC Officers shall serve for a term of one year and shall be eligible for re-election.
- (b) Officers who fail to fulfill their duties and have three consecutive absences without notice from regular HPC meetings shall be considered to have vacated that office.

Section 3.06: HPC Officer Vacancies

- (a) In the event of a vacancy in the office of Chairman, the Vice-Chairman shall serve as Chairman until the members elect a new Chairman. The newly elected Chairman shall serve as Chairman until the first regular meeting of the subsequent calendar year.

- (b) In the event of a vacancy in the office Vice-Chairman, the Members shall elect a new Vice-Chairman. The newly elected Vice-Chairman shall serve as Vice-Chairman until the first regular meeting of the subsequent calendar year.

Section 3.07: Officers' Duties

- (a) Chairman, whose duties include chairing all meetings of the HPC and acting as a representative of the HPC in functions requiring such representation.
- (b) Vice-Chairman, who shall assume all duties outlined for the Chair in his/her absence.

Section 3.08: Resignation

- (a) A Member wishing to resign from the HPC shall submit their letter of resignation, in writing, to the City Manager.
- (b) A Member resigning from the HPC must expressly state whether the resignation is with immediate effect or provide a date the resignation will take effect.
- (c) Upon receipt of a Member's resignation, the City Manager, or its designee, shall notify the City Council in order to initiate the process by which the City Council may appoint a new Member.

Section 3.09: Secretary

- (a) The Secretary is a non-voting staff representative of the HPC and shall be an employee of the City as designated by the City Manager or its designee.
- (b) The Secretary's duties include recording the minutes at meetings of the HPC, presenting said minutes to the HPC for review and acceptance by the HPC, and maintaining HPC records, and providing notice of meetings in accordance with the Villa Rica City Code and state law.

ARTICLE IV Meetings

Section 4.01: Regular Meetings

- (a) Regular meetings shall be held on the third Tuesday of the month, unless such day falls on a city observed holiday, in which event the regular meeting for that month shall be postponed to the following month at the same hour and place. Regular meetings may be canceled at the discretion of the Chairman or at the request of staff.

- (b) Meetings of the HPC shall be held in the Holt-Bishop Justice Center, located at 101 Main Street, Villa Rica, GA 30180, or such other place as designated by the HPC.

Section: 4.02 Agenda

- (a) Items may be placed on the agenda by the Secretary or a Member.
- (b) Items may be placed on the agenda in accordance with the application process by the public, an applicant, or a stakeholder pursuant to the Villa Rica City Code or applicable state law.
- (c) Staff will make the initial presentation of the agenda item then the party, the individual, or the party or individual's representative requesting action on the agenda item will make their presentation.
- (d) Items included on the agenda must be submitted to the Secretary in accordance with timelines, deadlines, policies, or procedures of the City, the Villa Rica City Code, or applicable state law.
- (e) Agenda packets for regular meetings will be provided to the Members five (5) calendar days in advance of the scheduled HPC meeting.

Section 4.03: Special Called Meetings

The Chairman, Secretary, or at least a quorum of the HPC may, when deemed necessary, call special meetings of the HPC.

Section 4.04: Quorum

- (a) A quorum is required for the purpose of transacting all business of the HPC.
- (b) A quorum shall consist of three (3) Members. The affirmative vote of the majority of the Members present shall be required before the HPC shall approve or deny an item.
- (c) If a quorum is not present or represented at any meeting of the HPC, a majority of the Members entitled to vote at that meeting, and present in person, may adjourn the meeting, until a quorum shall be present or represented.

Section 4.05: Call to Order

- (a) HPC meetings will be called to order by the Chairman, or if absent, by the Vice-Chairman.
- (b) In the absence of both the Chairman and Vice-Chairman, the meeting shall be called to order by the Secretary, and a temporary Chairman shall be elected to preside over the meeting.

Section 4.06: Notice

- (a) Written or electronic notice of every meeting of the HPC stating the place, date, and hour of the meeting, shall be given either personally or by mail to each Member not less than fourteen (14) calendar days before the date of the meeting.
- (b) Public notice of HPC meetings shall be provided in accordance with the provisions of the Georgia Open Meetings Act, the Zoning Procedures Act, and other applicable policies or procedures of the City of Villa Rica, the Villa Rica City Code, or state law.
- (c) All HPC meetings and deliberations shall be open to the public, except for properly noticed closed session matters, and shall be conducted in accordance with the provisions of the Georgia Open Meetings Act and other applicable policies or procedures of the City of Villa Rica, the Villa Rica City Code, or state law.

Section 4.07: Attendance

- (a) HPC Members are required to attend HPC meetings and be prepared to discuss the issues on the agenda.
- (b) A Member shall notify, in writing, the Secretary or Chairman if the Member is unable to attend a meeting. The written notice must be received prior to the commencement of the meeting.
- (c) A Member who fails to fulfill their duties and has three consecutive absences, without written notice, from regular HPC meetings may be recommended to the City Council for removal from the HPC by a vote of the HPC.

Section 4.08: Voting

- (a) Each Member shall at every meeting of the HPC be entitled to one vote.
- (b) No Member may vote by proxy.
- (c) When a quorum is present at any meeting, the vote of a majority of the HPC Members present in person decides any question brought before such meeting, unless the question is one upon which the express provisions of law or these Bylaws require a different vote, in which case such express provisions shall govern and control the decision of the question.

Section 4.09: Public Hearing

- (a) All public hearings shall be in accordance with the Open Meetings Law and other applicable state law.

- (b) A person wishing to address the HPC must sign up to speak. Sign-up sheets will be available and should be submitted to the Secretary prior to the start of the meeting. If any written materials are to be provided to the HPC, a copy shall also be provided immediately to the Secretary for inclusion in the minutes of the meeting.

Section 4.10: Closed Sessions

The HPC may conduct closed sessions as allowed by law, on properly noticed closed session matters, such as consultation with attorney on legal matters, deliberation regarding the value of real property, competitive utility matters, and economic development negotiations.

Section 4.11: Outside Resources

In the event the HPC is in need of outside resources for the consideration of any item before it, the City Staff shall act as a liaison to arrange for the provision of such outside resources.

ARTICLE V Miscellaneous

Section 5.01: HPC Orientation, Continuing Education & Training

- (a) All new members of the HPC shall participate in an orientation program familiarizing themselves with the goals and objectives of the program and with their responsibilities.
- (b) Members shall participate in such continuing education or training program, as recommended by the City staff or required by the City Council.

Section 5.02: Preemption by the Villa Rica City Code, State Law, or Federal Law

Where the provisions of these Bylaws are in conflict with the policies or procedures of the City of Villa Rica, the Villa Rica City Code, state law, or federal law, then the policies or procedures of the City of Villa Rica, the Villa Rica City Code, state law, or federal law shall preempt the application or enforcement of these Bylaws.

ARTICLE VI Books and Records

Correct books of account of the activities and transactions of the HPC shall be kept by the Secretary. These shall include a minute book, which shall contain a copy of these Bylaws and all minutes of meetings of the HPC, applications, supporting materials, agendas, and agenda packets.

ARTICLE VII

Code of Ethics and Prohibited Practices

Section 7.01: Conflict of Interest

No HPC Member shall knowingly:

- (a) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of their official duties or which would tend to impair their independence of judgment or action in the performance of their official duties;
- (b) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of their official duties, or would tend to impair their independence of their judgment or action in the performance of their official duties;
- (c) Disclose confidential information concerning the property, government or affairs of the governmental body for which they serve without proper authorization, or use such information to advance the financial or other private interest of themselves or others;
- (d) Accept any valuable gift in excess of \$25.00, whether in the form of service, loan, thing, promise, from any person, firm or corporation which to their knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the governmental body for which they serve; provided, however, that a HPC Member who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;
- (e) Represent private interest in any action or proceeding against the governmental body for the HPC Member serves;
- (f) Vote or otherwise participate in the negotiation or the making of any contract with any business or entity in which they have a financial interest.

Section 7.02: Disclosure

Any HPC Member who shall have any private financial interest, directly or indirectly, in any matter pending before or within the HPC shall disclose such private interest to the HPC and such disclosure shall be entered on the records of the HPC and they shall disqualify themselves from participating in any decision or vote thereto.

Section 7.03: Invalidity of a Vote

If a HPC Member votes on an item in which the HPC Member has a conflict of interest the HPC Member's vote shall be voided.

Section 7.04: Use of Public Property

No Member shall use property owned by such governmental body for personal benefit, convenience or profit except in accordance with policies or procedures promulgated by the City of Villa Rica.

Section 7.05: Political Activities of HPC Members

No HPC Member shall continue to serve on the HPC upon being sworn in to any elective city office and that Member shall be deemed to have resigned effective upon the Member's swearing in to elective city office.

Section 7.06: Penalties for Violation

Any HPC Member who willfully conceals such financial interest or willfully violates any of the requirements of this Article shall be subject to penalty as prescribed by Section 2-189 of the City Code of Ordinances.

**ARTICLE VIII
Amendments**

The HPC shall recommend to the City Council any alteration, amendment, or repeal of these Bylaws or the adoption of new Bylaws by a quorum vote at a duly called meeting of the HPC. Bylaw alterations, amendments, or repeal are not effective until approved by City Council.

Approved and adopted at a meeting of the Villa Rica City Council on the 23 day of October, 2018.

ATTEST:


City Clerk

THE CITY OF VILLA RICA

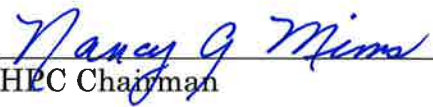

Mayor

Approved and adopted at a meeting of the HPC on the 16th day of October, 2018.

ATTEST:


HPC Secretary

THE CITY OF VILLA RICA, GEORGIA
HISTORIC PRESERVATION COMMISSION


HPC Chairman



CITY OF VILLA RICA

City Council Packet

SUBJECT: CU-02-18

CITY COUNCIL AGENDA DATE: November 27, 2018

DATE: November 15, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE:

Joseph Ludeman of Carrollton, GA requests a Conditional Use Permit for property located at 15001 Veterans Memorial Highway and Florence Circle, Parcel Nos: 01450250004 and 01450250007, in Land Lot 145 of the 25th District in Douglas County, for the purpose of temporary storage of vehicles. The properties consist of 1.09+/-acres and are located in Ward 1.

BACKGROUND: The applicant is requesting a Conditional Use Permit for the purpose of temporary storage of vehicles, as the operator of an automobile repossession business. Although the subject properties and those in the immediate area are zoned Limited Industrial, the parcels to the south are all residential. The residential uses are located along Florence Circle, which is a narrow, one-lane road.

The applicant is requesting the conditional use permit for two parcels that abut one another. One property fronts Veterans Memorial Highway, and the other fronts on Florence Circle. Previously, a professional office was located on the property fronting Veterans Memorial.

STAFF RECOMMENDATION: Staff recommends Approval with Conditions.

1. Combine the subject parcels (01450250004 and 01450250007) into one property.
2. Access to parcel to be restricted to Veterans Memorial Highway.
3. Applicant to provide the following to the Community Development Department:
 - a. Hours and manner of business operation.
 - b. Provide the number of employees working all shifts, and a 24-hour emergency contact.
4. Property to be screened with an eight (8) foot fence which shall be opaque.
5. Maintain a ten (10) foot, undisturbed, vegetative buffer in the rear of the property along Florence Circle.
6. All improvements to be installed prior to occupancy.
7. The Conditional Use Permit shall be valid from the date of Council adoption as long as Joseph Ludeman is the owner/operator.

8. The Conditional Use Permit is not transferable.

IMPACT: N/A

PLANNING COMMISSION: Approved with conditions on November 6, 2018.

MOTION: I make a motion to approve with conditions the conditional use permit application for temporary storage of vehicles at 15001 Veterans Memorial Highway and Florence Circle from Joseph Ludeman.

Surrounding Properties:

Current Zoning		Land Use
North	General Commercial (GC)	Undeveloped
East	Limited Industrial (LI)	Commercial
South	Limited Industrial (LI)	Residential
West	Limited Industrial (LI)	Residential/Undeveloped

Conditional Use Review Standards:

The Code of the City of Villa Rica, Unified Development Code Section 2.03, the following criteria shall be used when determining approval of a Conditional Use Permit:

(1) The proposed use at the specified location is consistent with the goals, objectives and policies of the Comprehensive Plan;

The proposed use supports the following goals, objectives, and policies of the Comprehensive Plan:

Objective ED-2: Strengthen and diversify Villa Rica's economic base.

Policies:

ED-2b: Encourage a greater variety of businesses.

(2) The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations and complies with requirements of the Code;

The general purpose and intent of the Limited Industrial (LI) zoning district is to accommodate light industrial uses in which all operations occur within buildings, including, but not limited to businesses that focus on distribution of goods, assembly, manufacturing, and warehousing. The proposed use does not correspond with the general purpose and intent of this zoning district, however, it is allowed as a conditional use.

(3) The proposed use is not materially detrimental to the public health, safety, comfort and general welfare, and will not result in material damage or prejudice to other property in the vicinity;

The parcels to the east, west, and south are all zoned LI. However, the parcels to the south currently have residential land uses. The activities associated with vehicle storage should not be detrimental to the southern residential uses.

(4) The proposed use is compatible with and preserves or enhances the character and integrity of adjacent development and includes improvements necessary to mitigate adverse development-related impacts, such as traffic, noise, odors, visual nuisances, or other similar adverse effects to adjacent development and neighborhoods;

The proposed use would not change the integrity of the area. The property fronting Veterans Memorial Highway is currently improved with a building that was previously used as an office,

and there is a paved area for parking. At this time, the applicant is not proposing any changes to the existing structure.

All of the parcels surrounding the subject properties are currently zoned Limited Industrial. On the adjacent parcel to the east, a similar business (towing/wrecking service) was operated until 2012.

Additionally, it should not generate vehicular traffic that will be hazardous to the existing neighborhood. The residential uses are located behind the subject parcels along Florence Circle. Florence Circle is a narrow, one-lane road that is inadequate for commercial vehicles to traverse. Access to the site should be restricted to Veterans Memorial Highway. In order to mitigate noise, odors, and other potential nuisances, a fence should be installed around the property, and vegetative buffer should be maintained along Florence Circle.

(5) The proposed use will comply with all fire, health, building, plumbing, electrical and stormwater drainage regulations of the City, County, State and federal agencies; and
The use must comply with all local, state and federal rules and regulations.

(6) Adequate public facilities exist to service the proposed use.

Public and community facilities are available for the proposed request and should not cause any excessive or burdensome use upon other public facilities.

Staff Comments:

The applicant is requesting a Conditional Use Permit for the purpose of temporary storage of vehicles, as the operator of an automobile repossession business. Although the subject properties and those in the immediate area are zoned Limited Industrial, the parcels to the south are all residential. The residential uses are located along Florence Circle, which is a narrow, one-lane road.

The applicant is requesting the conditional use permit for two parcels that abut one another. One property fronts Veterans Memorial Highway, and the other fronts on Florence Circle. Previously, a professional office was located on the property fronting Veterans Memorial.

The purpose of Conditional Use review is to allow the City to exercise some discretion over the extent and design of certain activities that could have a detrimental effect on the community if permitted to exist in large numbers, in certain locations or without special conditions. Therefore, these regulations enable the City to authorize a Conditional Use subject to conditions that mitigate the potential problems associated with the use or its location in relation to the neighboring properties. A Conditional Use is not a use by right.

Recommendation:

APPROVAL WITH CONDITIONS

1. Combine the subject parcels (01450250004 and 01450250007) into one property.
2. Access to parcel to be restricted to Veterans Memorial Highway.
3. Applicant to provide the following to the Community Development Department:
 - a. Hours and manner of business operation.
 - b. Provide the number of employees working all shifts, and a 24-hour emergency contact.
4. Property to be screened with an eight (8) foot fence which shall be opaque.
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6. All improvements to be installed prior to occupancy.
7. The Conditional Use Permit shall be valid from the date of Council adoption as long as Joseph Ludeman is the owner/operator.
8. The Conditional Use Permit is not transferable.

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on **October 20, 2018**; a sign has been posted on the subject property; and all abutting property owners have received notification via certified mail.

Public Response:

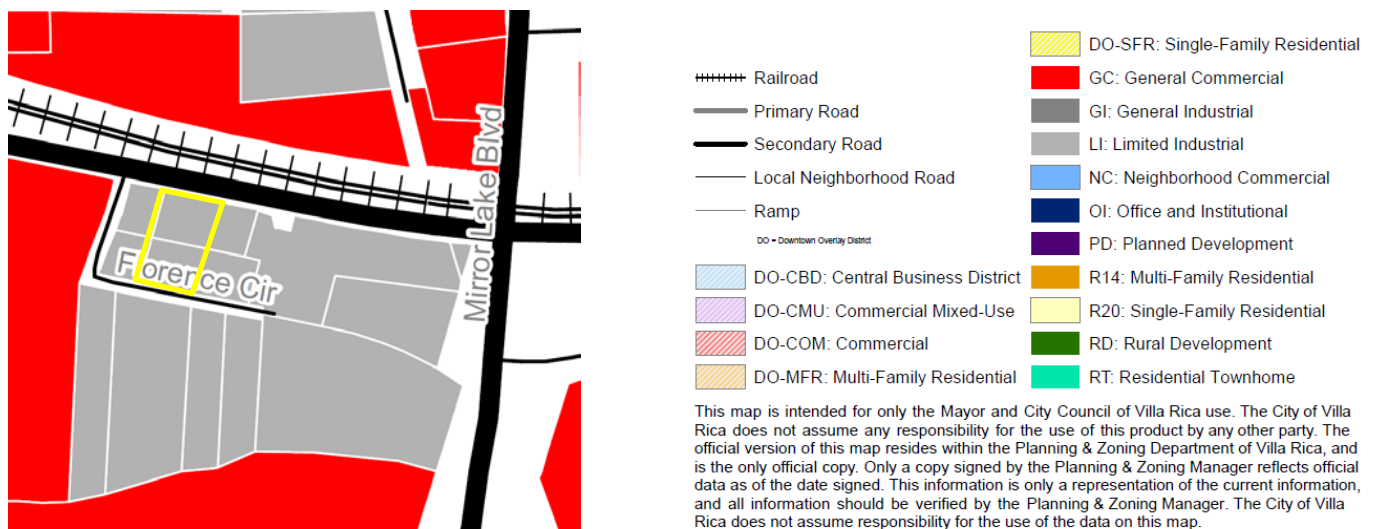
In response to the public notifications, one phone call was received in regards to this case. Issues cited during the conversation are listed below. Additionally, all correspondence received by Staff has been included.

- Accidents on Highway 78 and Florence Circle
- Speeding along Highway 78
- Potential hazardous materials may leak from vehicles onto neighboring properties
- Possible tree clearing by applicant may worsen stormwater runoff issues in the area

Office of Community Development

Attachments:

1. Application
2. Campaign Disclosure Statement
3. Letter of Intent
4. Executor's Deed
5. Site Plan
5. Letter from adjoining property owners
6. Location Map
7. Zoning Map
8. Site Photos



View from the front of the parcel



View facing Veterans Memorial (Highway 78)



View from Florence Circle



From: [Janet Mullinax](#)
To: [Lenise Lyons](#)
Subject: Zoning variance Nov 6th hey 78 / Veterans Memorial
Date: Tuesday, October 30, 2018 10:15:20 AM

Ms Lyons,

We went out today to meet Jason with DOT about the ditch along 78 issue.

He advised us that if either property is developed in either side they will have to do. Survey with environmental impact study /storm water out take/soil erosion control issues.

He told us how to make a berm to try to stop the run off from 78 but I felt they should do that (City or DOT) because Joe Fowler & City's attorney was suppose to address all those issues back then when they took the property under eminent domain for the ditches.

This is what we saw when we got there today VR Case #201810001462 happened 10/27 at 3am. We have emergency contact on file but the police did not notify us . Villa Rica Officer Miller met with Tommy just now .

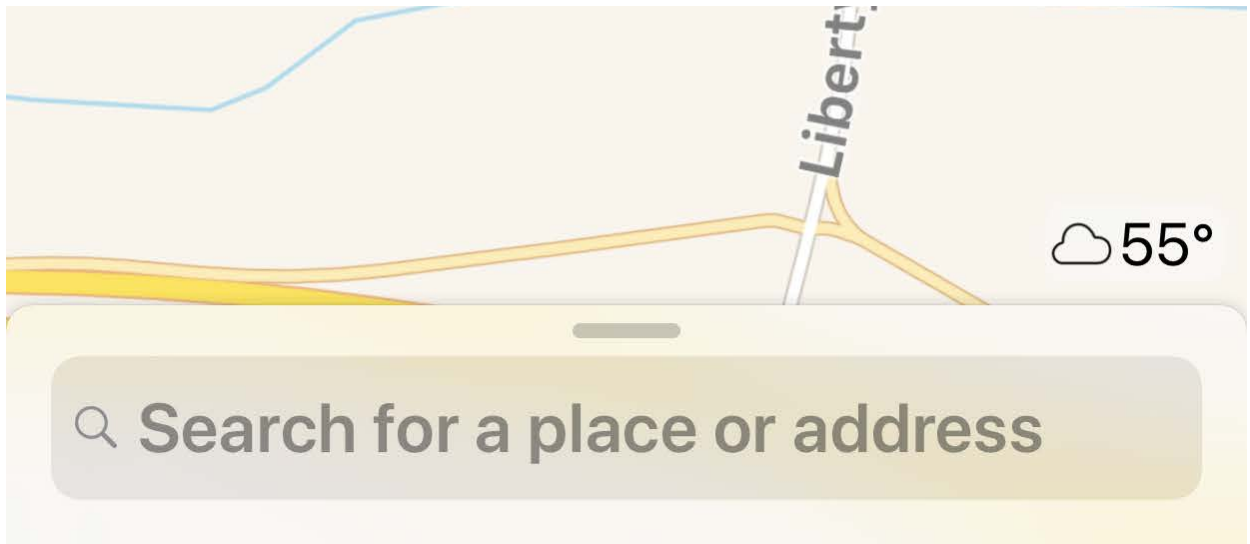
I'm still looking for the pictures but rain will come in Thursday .

Thank you Jan Harding
#404)886-7917
Office Mgr for Danielle Wallace
#404)735-7095
Sent from my iPhone

From: Janet Mullinax
To: Lessee Lyons
Subject: Ludeman variance
Date: Wednesday, November 7, 2018 8:47:28 PM
Attachments: image1.png
image2.png
image3.png

(See attached pics)
I expect for the City to require a retention pond as you have on adjacent properties on Connors , Old Liberty across the tracks.





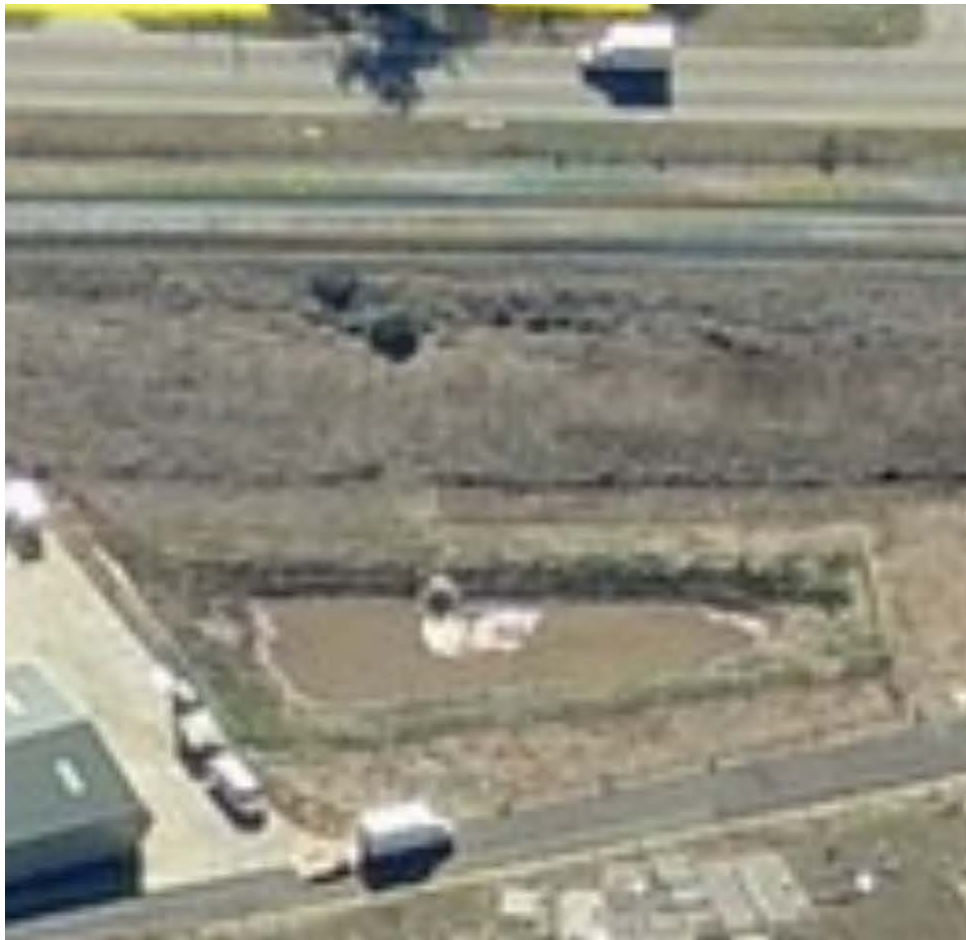
AT&T LTE

8:24 PM

29%

kingindustrial.com





AT&T LTE

8:24 PM

29%

kingindustrial.com





Sent from my iPhone

From: [Janet Mullinax](#)
To: [Lenise Lyons](#)
Subject: Pictures of water ? 10025 E Hwy 78
Date: Wednesday, November 7, 2018 11:41:28 AM

Ms Lyons,

First off I'd like to apologize for not getting back to you about this issue but I totally disagree and I have a request to see the pictures that you reviewed . There is no possible way that the water flooding originated in my property since it comes from the property in question .

I am in touch with DOT on this issue too and Ms Wallace has spent thousands to try to reroute the flooding at her own expense.

The property only has a contract and still belongs to Mr Pike. I too have been told that Mr Ludeman is seeking financing so I'm sure it will not include the expense if clearing, fencing , gravel much less measures of keeping the water run off of Ms Wallace's property. I too asked for a Survey with soil remediation recommendations etc that DOT recommended to us.

I am seeking the advice of a professional because the meeting is coming up and I am concerned we are not being heard as a property owner in Villa Rica (Douglas County) .

Another issue is by his own admission he is not allowed to do business as he has in Carroll County for past 3 years so shouldn't that be warning enough that he will not do professional business in City if Avila Rica/Douglas County?

Thank you in advance ,
Jan Harding
404)886-7917
Sent from my iPhone

From: [Janet Mullinax](#)
To: [Lenise Lyons](#)
Subject: Zoning variance Nov 6th hey 78 / Veterans Memorial
Date: Tuesday, October 30, 2018 10:15:20 AM

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I'm still looking for the pictures but rain will come in Thursday .

Thank you Jan Harding
#404)886-7917
Office Mgr for Danielle Wallace
#404)735-7095
Sent from my iPhone



CITY OF VILLA RICA

City Council Packet

SUBJECT: Easement Dedication to Greystone Power to install three light poles on the property at Pine Mountain Gold Museum for parking lot lighting upgrade.

CITY COUNCIL AGENDA DATE: November 27, 2018

DATE: November 16, 2018

PREPARED BY: Bobby C. Elliott, P.E.

FISCAL IMPACT: None
ANNUAL –
CAPITAL –
OTHER –

FUNDING SOURCE: No Funding Required

PURPOSE: In order to upgrade the parking lot lighting, Greystone Power has given us a quotation of installing three additional parking lot lights at the Museum. In order for them to install the poles, they need for the City to grant permanent easements for the three pole locations.

BACKGROUND: Parking Lot Lighting at the Pine Mountain Gold Museum is in need of upgrading. We checked with Greystone Power and they have offered to provide this upgrade by installing three new poles with new lights with a fixed price per month just as our roadway street lights. They cannot install poles on private property without easements.

STAFF RECOMMENDATION: Staff recommends approval of this request to execute the easement agreement attached.

IMPACT: The easement agreement is a housekeeping item and requires no financial impact by the City.

MOTION: I make a motion to authorize the Mayor to execute the easement agreement between the City of Villa Rica and Greystone Power Corporation for the purpose of installing new poles and lights for the parking lot at Pine Mountain Gold Museum.

GreyStone Power Corporation
P. O. Box 897
Douglasville, Georgia 30133-0897

STATE OF GEORGIA
_____ COUNTY

RIGHT OF WAY EASEMENT

This **RIGHT OF WAY EASEMENT** granted and conveyed by grantor, _____ ("Grantor") to GreyStone Power Corporation, an Electric Membership Corporation, whose post office address is P.O. Box 897, DOUGLASVILLE, GEORGIA, 30133 ("Grantee"), as of this ____ day of _____, 20____. The terms Grantor and Grantee to include each party named if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits. Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the property of Grantor described below (the "Property") for the following uses and purposes:

Construct and Reconstruct To install, reinstall, construct, reconstruct, replace, operate, maintain, use, repair, alter, improve, substitute for, extend and remove above ground, surface and underground lines, cables, apparatus and facilities (separately or collectively, the "System"), including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, pads, equipment and appliances, guywires, anchors and stub poles (which anchors and stub poles may be located outside the exterior boundaries of the right-of-way easement area described herein) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data, TV and communication signals and any other tangible or intangible commodity.

Ingress and Egress To enter upon the property through any adjacent property of Grantor at any time for any of the purposes enumerated above.

Right-of-Way Maintenance To keep and maintain the right-of-way easement area clear, by mechanical or chemical means or otherwise, of all structures, trees, stumps, roots, shrubbery and undergrowth within the right-of-way area described below. To cut and remove any tree or trees ("danger tree(s)") outside of the right-of-way area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and system. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the System. Grantor may cut any such vegetation within the easement area.

MISCELLANEOUS Grantor warrants and represents that Grantor owns the property. Grantor covenants and agrees that the System installed incident to this right-of-way easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

RIGHT-OF-WAY EASEMENT AREA The right-of-way easement area shall be ____ () feet in width and shall be: ____ () feet on either side of the center line shown on Exhibit "A" annexed hereto and by reference incorporated herein.

DESCRIPTION OF PROPERTY All that tract of land, including abutting waterways, streets, roads and highways, being in Land Lot _____, _____ District, _____ Section, _____ County, Georgia, more particularly described as follows:

The property of Grantor has an address of _____, _____, Georgia.

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the year and date first above written.

Signed, sealed and delivered
in the presence of:

Witness

Witness

Notary Public

Signature of Grantor #1

Print Name of Grantor #1

Signature of Grantor #2

Print Name of Grantor #2

CORPORATION

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Corporation

By: _____
President

Attest: _____

(CORPORATE SEAL)

PARTNERSHIP

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Limited General Partnership

By: _____
Authorized General Partner

LIMITED LIABILITY COMPANY

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

A Georgia Limited Liability Company

By: _____
Title

CONSENT AND SUBORDINATION OF MORTGAGE,
SECURITY DEED OR LIEN HOLDER

The undersigned mortgage, lien and/or security deed holder does hereby consent to _____'s grant of this Right-of-Way Easement to GreyStone Power Corporation as described in the copy thereof attached hereto and by reference incorporated herein, and subordinates its mortgage and lien rights thereto.

Sworn to and subscribed before me,
this _____ day of _____,
20____.

Notary Public
My Commission Expires: _____

Holder

(Print Name)

By: _____

(CORPORATE SEAL)



GREYSTONE
POWER CORPORATION
An Electric Membership Corporation

P.O. Box 897, Douglasville, GA 30133-0897
Tel 770-942-6576 Fax 770-489-0940
www.greystonepower.com

County: _____

WO#: _____

OVERHEAD/UNDERGROUND ELECTRIC SERVICE AGREEMENT

The owner/developer/builder assumes all liability for damage to facilities not properly located, marked, or identified. This includes all facilities installed, but not limited to septic/sewer, sprinkler systems, and/or other utilities, and is the responsibility of the owner/developer/builder to properly identify all of these facilities. GreyStone Power will make every reasonable effort to avoid damage to such facilities. Locate marks should be maintained and visually evident when the installation of electric lines begins. Access to the property must be available. GreyStone Power will not be liable for damage to driveways, sidewalks, lawns or flowerbeds if they are in the direct path of construction of the electric lines and in the agreed upon service corridor.

Type of Service
Overhead ☒ Underground _____ Both _____

Method of Installation:
Boring/Trenching _____ Installing Utility Poles ☒ Placing Anchors _____ Other _____

Owner (Print) _____

Address _____

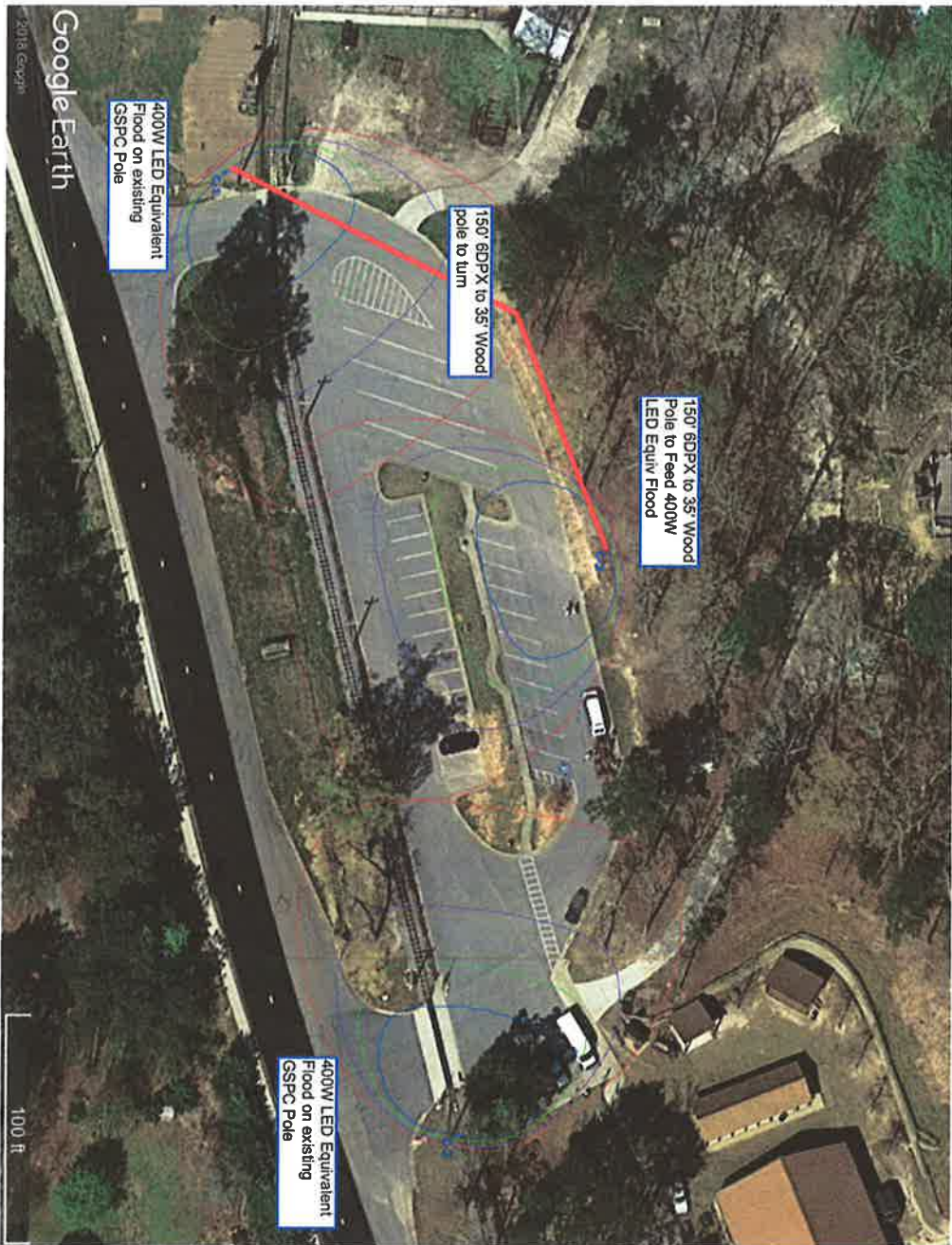
Phone: Office _____ Cell _____ Home _____

Owner Signature _____ Date _____

Staking Tech Signature _____ Date _____

Damage
Report: _____

Foreman: _____ Date: _____



Plan View
Scale - 1" = 50ft



PINE MOUNTAIN GOLD MUSEUM

Designer
GREYSTONE
BAWER
9/28/2018
Scale
1:50
Drawing No.
Summary



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment of Villa Rica Alcoholic Beverage Code

AGENDA DATE: 11/7/2018 **DATE PREPARED:** 11/13/2018

PREPARED BY: David Mecklin

AMOUNT: N/A

GL ACCOUNT #: N/A

PURPOSE: To amend the Villa Rica Alcoholic Beverage Code to allow sales by consumption on the premises beginning at 11 a.m. on Sundays after approval by the voters in a referendum held on Nov. 6, 2018.

BACKGROUND: In May Governor Deal signed Senate Bill 17, the so-called "Brunch Bill". This legislation gives voters the opportunity to authorize the sale of alcohol by restaurants as early as 11 a.m. by the drink, not by the package, on Sundays within the City. The City authorized a referendum which was held on November 6, 2018. The voters of the City approved the question and the election results have been certified.

STAFF RECOMMENDATION: Staff recommends that City Council take action to implement the ordinance.

IMPACT: Approval of the ordinance would allow restaurants to sell alcohol by the drink on Sundays as early as 11 a.m.

MOTION: I move to approve the Ordinance Amending Section 4.210 of the Alcoholic Beverage Code of the City of Villa Rica as presented.

**ORDINANCE AMENDING CHAPTER 4 OF THE
CODE OF ORDINANCES OF THE CITY OF VILLA RICA
ALCOHOLIC BEVERAGES**

BE IT HEREBY ORDAINED by the Mayor and Council of the City of Villa Rica that Section 4-210. Hours of Sale. of the City of Villa Rica Alcoholic Beverage Ordinance be amended by the substitution of the following language for the existing language in the ordinance:

Section 4.210. Hours of Sale.

Consumption on the premises licensees may engage in the sale and service of alcoholic beverages only between the hours of 7:00 a.m. and 1:30 a.m. Monday through Saturday, and between the hours of 11:00 a.m. and 12:00 midnight on Sunday. Alcoholic beverages purchased and served prior to 1:30 a.m., Monday through Saturday, may be consumed on the premises until 2:00 a.m. Alcoholic beverages purchased and served prior to 12:00 midnight on Sunday may be consumed on the premises until 12:30 a.m.

Any and all other provisions of the Alcoholic Beverage Ordinance shall remain in effect without change.

This Amendment shall become effective immediately upon passage by the Council and signature by the Mayor.

IT IS SO ORDAINED on this the _____ day of November, 2018.

Jeff Reese, Mayor

Attest:

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2018 Gold Nugget Drop Fireworks Bids
AGENDA DATE: 11/27/18

DATE PREPARED: 11/16/2018
PREPARED BY: Janet Chumley

AMOUNT: \$4,000
GL ACCOUNT #: 1007550523880
FUNDING SOURCE: 2019 approved budget
BUDGETED ITEM: Yes

PURPOSE: This item is for the 2018 Gold Nugget Drop Fireworks.

BACKGROUND: RFQ's were placed on the City's website and social media sites beginning the first week in October 2018.

Three companies have requested to be considered. Pyro Shows out of Adamsville, AL, East Coast Pyrotechnics, out of Catawba, SC and J&M Displays out of Dothan, AL.

The Main Street Advisory Board met Friday, November 16th, reviewed all bids, and unanimously voted to recommend the Pyro Shows company.

STAFF RECOMMENDATION: Staff recommends the city approve the Main Street Advisory Board's recommendation and award the 2018 Gold Nugget Drop Fireworks bid to Pyro Shows in the amount of \$4,000.

IMPACT: The City of Villa Rica will have a professional and licensed Pyrotechnical Company to shoot the fireworks display for Nugget Drop.

MOTION: I move that we accept the recommendation of the Main Street Advisory Board and award the 2018 Gold Nugget Drop Fireworks bid to Pyro Shows.

4652 Catawba River rd.
Catawba, SC. 29704
eastcoastpyro.com



Proposing Entity: East Coast Pyrotechnics, Inc.

Name of Project: Villa Rica Gold Nugget Drop

Event Date: December 31, 2018

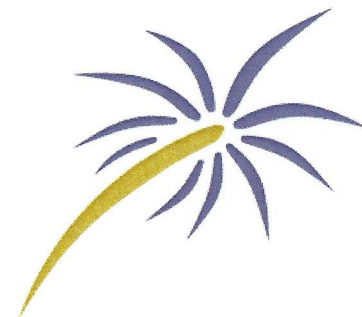
Contact Person: Scott Donahue, Event Producer

Contact Address: East Coast Pyrotechnics, Inc.
4652 Catawba River Road
Catawba, SC 29704

Contact Telephone: (800) 238 - 5114

Contact Facsimile: (803) 789 - 6440

Contact e-mail Address: scott@eastcoastpyro.com



FIREWORKS SERVICES

East Coast Pyrotechnics produces hundreds of July 4th shows each year. From small scale traditional displays to Multi-media, computer designed and executed pyromusical presentations, East Coast Pyrotechnics is working to preserve the traditional craft and lead the digital future of fireworks entertainment.

traditional fireworks displays:

The traditional style fireworks display is the foundation of our business.

East Coast Pyrotechnics stocks a tremendous variety of fireworks products for use in our custom designed traditional displays. Multi-effect barrage devices, exhibition low level effect fronts of comets and mines, large precision candle scenes, traditional aerial shell styles, state of the art graphic pattern shells and exotic imports from Europe give our shows an exciting International flare. Each traditional display is a unique production designed by your East Coast project manager.

computer designed fireworks entertainment:

Fireworks choreographed to music is the next level of pyrotechnic entertainment.

These multi-media productions combine two tremendously powerful mediums. East Coast Pyrotechnics has the technology, Creative Personnel and expert pyrotechnicians to design and deliver world class pyro-musical entertainment. Our production staff can produce a digital soundtrack to your specifications. Patriotic, Sports related, Rock, Country, Classical, Beach Music, Big Band, Little Band, any band, If you can describe it we can produce it. East Coast pyro-musical productions are designed and computer fired using the industries most advanced software and digital show hardware.

close proximity pyrotechnics:

An impactful way to add awesome precision pyrotechnic effects to a smaller venue.

Designated as 1.4g pyrotechnics, Close Proximity

pyrotechnics can be used in situations where large caliber 1.3g pyrotechnics are not an option due to separation distances from an audience. In venues where the show location is less than 75' from spectators, Close Proximity effects are the best option. These effects are often used at events produced by East Coast such as NACSAR pre-race ceremonies, college and NFL pre-game player intros and scoring shots, Minor and Major League Baseball Home Run shots, and myriad special events that benefit from the unparalleled impact of close proximity pyrotechnics. These products can be fired from stages, rooftops, floating platforms, bridges, light towers, you name it. Our project managers can evaluate any venue to determine if Close Proximity Pyro is an option for your next event.

indoor pyrotechnics:

Everything you need for the "Wow" factor under one roof.

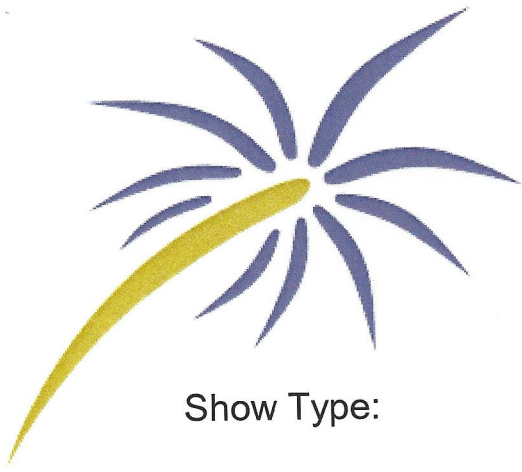
The Georgia Dome in Atlanta, Bobcats Arena in Charlotte, The Bi-Lo Center in South Carolina and many other buildings capable of hosting large scale events often incorporate indoor pyrotechnics to impact sporting events, corporate event, concerts and stage performance of all kinds. Indoor pyrotechnics are a specialty product designed specifically for indoor events.



East Coast Pyrotechnics, Inc.

(800) 238-5114 (phone) | (803) 789-6440 (fax)

eastcoastpyro.com



Proposal Specifications

Show Type:

Electronic Fired Production

Prepared For:

Villa Rica Gold Nugget Drop

Program Length:

6-7 Minutes

Type of Pyrotechnic Effect:

½" - 2" Shells

This Proposal Includes:

Five Million Dollars Public Liability Insurance
Licensed Professional Pyrotechnicians
Workers Compensation Insurance
All Fireworks Material Necessary to the Production
All Firing Equipment Necessary to the Production

Proposal Cost:

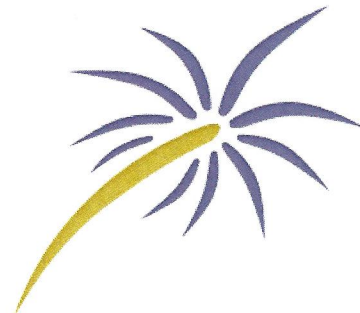
\$4,000.00



Program

East Coast Pyrotechnics is proud to present this custom program for your special event. As a direct importer East Coast Pyrotechnics assembles a world class inventory of the best professional grade pyrotechnic product from the best manufacturers in the industry. Our creative and technical presentation capabilities create a surefire formula for a spectacular One-of-a-kind production designed to exceed your expectations.

Opening Segment



Shot Quantities

210

Multi-Shot Devices

$\frac{3}{4}$ " Red to Blue to Silver
Crossette Shells

Main Body

Shot Quantities

Multi-Shot Items

90

1 ½" Multi-Color Falling Leaves Shells

50

1" Blue Comets to Red Strobe Pistil Shells

300

½" Gold Crackling Comets w/ Blue Bombettes

100

1" Assorted Color Crossette Shells

50

2" Red Palm Tree w/ Gold Pistil Shells

50

1" Red, Green and Yellow Bombettes

50

1 ½" Red Peony Shells

50

1 ½" White Peony Shells

49

¾" Silver Swirls to Green Strobes

300

½" Red and Green Crackling Flowers

Grand Finale

Shot Quantities

Product Description

320

1" Assorted Color
Rainbow Comets

100

1 ½" Assorted Color
Coconuts w/ White Strobe
Shells

300

1" Seven Angle Silver Tail
Whistles w/ Green Pearls

100

1 ½" Titanium Salutes w/
Silver Tails Shells



TECHNICIAN INFORMATION

TOM GARRISON

TOM GARRISON HAS OVER 20 YEARS EXPERIENCE IN THE PYROTECHNICS INDUSTRY. TOM HAS SHOT OVER 230 DISPLAYS IN THAT TIME FRAME. TOM IS APA (AMERICAN PYROTECHNICS ASSOCIATION) CERTIFIED AND HAS BEEN THE LEAD TECHNICIAN OVER THE GOLD NUGGET DROP SINCE THE INCEPTION IN 2011.

BERNIE HORSLEY

BERNIE HAS OVER 15 YEARS EXPERIENCE IN PYROTECHNICS. HE HAS SHOT OVER 70 SHOWS DURING THAT TIME FRAME. BERNIE IS APA (AMERICAN PYROTECHNICS ASSOCIATION) CERTIFIED.

VILLA RICA GOLD NUGGET DROP 2018

<u>QUANTITY</u>	<u>NAME/TYPE</u>	<u>SHELL SIZE</u>
<u>MAIN SHOW</u>		
210	RED TO BLUE TO SILVER CROSSETTES	3/4"
90	MULTI-COLOR FALLING LEAVES SHELLS	1 1/2"
50	BLUE COMETS TO RED STROBE PISTIL SHELLS	1"
300	GOLD CRACKLING COMETS W/ BLUE BOMBETTES	1/2"
100	ASSORTED COLOR CROSSETTE SHELLS	1"
50	RED PALM TREE W/ GOLD PISTIL SHELLS	2"
50	RED, GREEN AND YELLOW BOMBETTES	1"
50	RED PEONY SHELLS	2"
50	WHITE PEONY SHELLS	2"
49	SILVER SWIRLS TO GREEN STROBE	3/4"
300	RED AND GREEN CRACKLING FLOWERS	1/2"
<u>FINALE</u>		
320	ASSORTED COLOR RAINBOW COMETS	1"
100	ASSORTED COLOR COCONUTS / WHITE STROBE SHELLS	1 1/2"
300	SEVEN ANGLE SILVER TAIL WHITSLES W/ GREEN PEARLS	1"
<u>100</u>	TITANIUM SALUTES W/ SILVER TAIL SHELLS	1"
2119		

THE DISPLAY WILL BE ELECTRONIC FIRED. THE SYSTEM THAT WILL BE USED IS A SAM BASES SYSTEM. WE WILL HAVE A MAIN PANEL AND BACK UP PANEL IN CASE OF ANY FAILURES TO THE SLATS OR CABELING SYSTEM.

MATERIALS REQUIRED ARE HAMMERS, NAILS, SHRINK WRAP, TRASH BAGS, WOODEN BOX ITEM HOLDERS, ELECTRONIC PANELS, SLAT BOARDS, BATTERIES.
ESTIMATED COST OF WEATHER PREVENTION MATERIALS \$50.00
ESTIMATED COST OF FIRING SYSTEMS AND CABLES \$1,500.00

THE TOTAL DISPLAY PRICE IS \$4,000.00
FOUR THOUSAND DOLLARS

EAST COAST PYROTECHNICS, INC.



DATE 12/23/13

Fireworks Display – Sunday, December 31, 2018

(Adverse Condition Date: To be determined by mutual agreement of the
Villa Rica Main Street Manager and Fireworks Company)

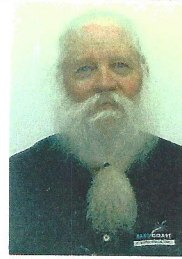
Fireworks Company Name: EAST COAST PYROTECHNICS, INC.
Contact Person: SCOTT DONAHUE
Mailing Address: P.O. Box 209
City, State Zip: CATAWBA, SC 29704
Telephone Number: 803 789-5733
Fax Number: 803 789-6440
Email: SCOTTEASTCOASTPYRO.COM

REFERENCES

Company Name: CITY of Villa Rica
Contact Person: COURTNEY POWELL
Mailing Address: 646 INDUSTRIAL BLVD.
City, State Zip: VILLA RICA, GA 30180
Telephone Number: 678-785-1095
Fax Number: _____
Email: CPowell@VILLARICA.ORG

Company Name: CITY of MARIETTA
Contact Person: MAGGI MOSS
Mailing Address: 205 LAWRENCE STREET
City, State Zip: MARIETTA, GA 30060
Telephone Number: 770 794-5609
Fax Number: _____
Email: MMOSS@MARIETTA.GA.GOV

Company Name: JRM MANAGEMENT
Contact Person: TOD MILLER
Mailing Address: P.O. Box 777
City, State Zip: KENNESAW, GA 30156
Telephone Number: 770 423-1330
Fax Number: 770 293-0047
Email: TODMILLER@JRMMANAGEMENT.COM



American Pyrotechnics Association
Display Fireworks Training Program
Certificate of Completion

ISSUED: 06/15/2018
EXPIRES: 06/15/2021

TOM GARRISON



EAST COAST PYROTECHNICS, INC.
AGREEMENT

This contract entered in this 23rd of October A.D. 2018 by and between EAST COAST PYROTECHNICS, INC. of Catawba, S.C. and Villa Rica Gold Nugget Drop (customer) of City Villa Rica State GA.

WITNESSETH: EAST COAST PYROTECHNICS, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER one (1) Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of December 31, 2018 Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price or additional expenses in presenting the display on an alternate date. The Villa Rica Parks & Recreation Department Director, with consultation of East Coast Pyrotechnics, Inc. representatives, shall have the final decision on whether the display must be postponed, halted or altered due to unsafe conditions applicable but not limited to wind, rain, drought, lightning or any condition applicable at the time of the Fireworks Display which could endanger the safety of the audience, committee members, the operators and/or crew members provided by East Coast Pyrotechnics, Inc..

In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, EAST COAST PYROTECHNICS, INC. shall be entitled to 40% of the contract price for costs, damages and expenses. If the fireworks exhibition is cancelled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay EAST COAST PYROTECHNICS, INC. on demand, all EAST COAST PYROTECHNICS, INC.'s out of pocket expenses incurred in preparation for the show including but not limited to, material purchases, preparation and design costs, deposits, licenses, and employee charges.

EAST COAST PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. EAST COAST PYROTECHNICS, INC. enters this agreement contingent upon its ability to secure delivery of product for the display.

It is further agreed and understood that the CUSTOMER is to pay EAST COAST PYROTECHNICS, INC. the sum of \$4,000.00 FOUR THOUSAND DOLLARS (50% DUE DECEMBER 10, 2018). A service fee of 1 1/2% per month shall be added if account is not paid in full within 30 days of the show date.

EAST COAST PYROTECHNICS, INC. will obtain Commercial Liability and Property Damage and Workers Compensation insurance. Certificate of Insurance will be provided prior to the event. All the entities listed on the Certificate of Insurance will be deemed as an additional insured per this contract.

Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 125 ft at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

Hold Harmless Statement- *East Coast Pyrotechnics, Inc.* agrees to hold harmless, indemnify and defend the City of Villa Rica, the Parks & Recreation Department their officers, commissioners, employees, successors and assigns from and against any and all losses, costs, judgments, suits, liabilities, claims, demands and expenses (including reasonable attorney fees) incurred by any one or more of said indemnities and arising out of or connected with any personal injury, property damage or death resulting from the performance or malperformance of *East Coast Pyrotechnics, Inc.*, hereunder.

It is further agreed and mutually understood that nothing in this contract shall be constructed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by EAST COAST PYROTECHNICS, INC. in the collection or attempted collections of any amount due under this agreement and invoice. Signor of this contract personally guarantees full payment of this agreement.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

EAST COAST PYROTECHNICS, INC.

By 

Date Signed: October 23, 2018

Scott Donahue
PO Box 209
Catawba, SC 29704
P803-789-5733
F803-789-6440
scott@eastcoastpyro.com

CUSTOMER

By _____

It is duly authorized agent, who represents he/she has full authority to bind the Customer

Date Signed: _____

(Please Type or Print)

Name: _____

Address: _____

Phone: _____

Email: _____

Billing Email: _____



Prepared for

City of Villa Rica

December 31, 2018

Proposal 4601



To Whom It May Concern,

J&M Displays is privileged to present the enclosed proposal for your New Year's Eve Celebration Fireworks Display. A brief history and description of J&M Displays, Inc. and its operation can be found on the inside cover of this bid package.

We have prepared the enclosed all-inclusive proposal for your event. Your proposal features an aerial firework display specifically designed to meet your requests. The budget for your event will cover all transportation as well as the set up and firing of the display by qualified J&M technicians. The show will be electrically fired and choreographed to music per your request. A \$10 million dollar insurance policy to cover the use of fireworks during the event is also included. Please note that we offer a 2 for 1 shell guarantee; meaning if a shell does not fire for any reason, we give you that shell plus another in your next show.

J&M Displays is an internationally recognized firework display company, one with a distinguished history and over 30 years' experience in the industry with an impressive safety program. Our Team has designed and produced special effects for eleven NFL Super Bowls, two World Cup Soccer Opening Ceremonies, three Republican National Conventions, numerous NBA, PGA and Major League Baseball Championships and All-Star Games, several Miss USA and Miss Teen USA Pageants and hundreds of corporate and association events across the USA and in over a dozen foreign countries.

As a client of J&M Displays you have our personal assurance that your fireworks display will receive our complete attention and artistry.

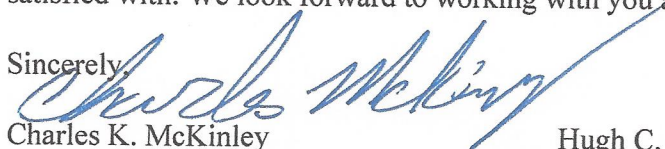
J&M is also pleased to give you our largest discount, bringing the value of your displays to:
\$ 5,254.20 value for \$4,000.00

Proposal good for 60 days from Bid Opening

It is our way of saying thank you for giving J&M Displays the privilege of entertaining your guests.

I'm 100% confident that we will not only meet, but we will exceed your expectations in quality, service and safety, in delivering a show that you as well as your audience will be more than satisfied with. We look forward to working with you and providing you with an amazing display.

Sincerely,


Charles K. McKinley
Southeast Regional Sales Manager

Hugh C. McWhorter
Sales Representative



Your dynamic display will include the following elements of excitement:

1.5" – V Shaped Candle Bundle – 300 Shots
Color Crackle and Report – 49 Shots

BODY OF PROGRAM: “Oohs and Ahhhs” will help start your event off with a bang. The body of your show will be a high intensity aerial spectacular with 7 minutes full of various colors, sounds and effects. It will contain an assortment of J&M brand shells; the highest quality shells available in the industry, all manufactured to our exacting specifications. This means higher altitude, bigger breaks, brighter colors, more noise and unique effects. Not your standard show full of same color peonies and chrysanthemums.

1.5" – 2 V Shaped Candle Bundles – 600 Shots
2 100S Lidu Flowers – 200 Shots
2 Assorted Crackling Mines – 50 Shots
2 Assorted Effects Shot Cake – 50 Shots
2 Red, White, Blue Crossettes – 50 Shots
1 Pink Comets Z – 100 Shots
2 Silver Strobe to Blue & Red Dahlia - 50 Shots
4 Assorted Color Candle Bundles - 1200 Shots

2 Red & Blue to Silver Glittering - 98 Shots
2 Brocade to Red, White & Blue - 98 Shots
2 Five Changing Effect Cake - 200 Shots
1 Lemon Comets Z - 100 Shots
1 Color Crackle and Report - 49 Shots
1 Fan Shaped Assorted A - 150 Shots

GRAND FINALE: ...and it will be GRAND! The Pièce de résistance. J&M Displays understands that people will most likely remember the finale more than anything else during the show. We will design a finale that your crowd will talk about for months! J&M is known in the industry for shooting some of the most spectacular Grand Finales. Just wait... We think you will agree!

1.5" - V Shaped Candle Bundles – 300 Shots
2 Battle of Color - 72 Shots
8 Quick Report with Color and Red Tail – 200 Shots
2 Finale Cakes - 200 Shots
1 Z Cake - Assorted - 100 Shots

* We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.*



YOUR SCHEDULE OF SPECTACULAR SERVICES

Show Dates: December 31, 2018

Show Duration: 7-8 minutes

Multiple position show with a shell or shells fired every 3 seconds

Some shells will be fired alone while others will be fired in flights of 2 and 3

Shell Count: 4,216

Your Fireworks Budget: \$4,000.00

Pyrotechnician Crew: Certified Lead Tech & Crew will be assigned closer to show date.

Firing Method: Electrically Fired and Choreographed to music per your request.

Soundtrack: Approval required 30 days in advance

Insurance Liability Coverage: \$10 Million Dollars to cover the Fireworks Display. J&M Displays uses a PER PROJECT policy meaning every display is covered with \$10 million of coverage. Our insurance policies are through Lexington and are rated A++XVI.

Transportation Liability Coverage: \$5 Million as required by United States Department of Transportation.

Worker's Compensation: Pyrotechnicians will meet all of the requirements of the Worker's Compensation Laws.

License & Permits: J&M will assist you in obtaining all required local, county and state fireworks permits and approvals.

Transportation: Fireworks and equipment will be delivered by qualified drivers as required by US DOT.

Personnel: Only trained and licensed lead technicians and trained assistants will be assigned to the display.

Safety Procedures: J&M Displays adheres to all safety regulations. NFPA 1123 & 1126 codes and state codes will be strictly enforced.



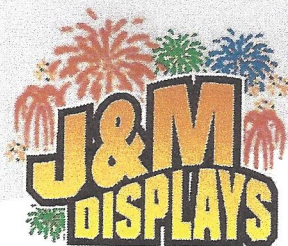
Project Management Plan

DETAILED SAFETY PLAN. Please see the attached safety plan and safety requirements.

FIRING LAYOUT PLAN. A variety of special effect shells including special effect Barrage Boxes, will be used in the show all of which are in the range requested. There will be several firing locations in the main body with additional positions for the finale and frontage items.

FIRING SYSTEM. J&M Displays will utilize one of our State of The Art Digital/Electronic Firing Controllers. These systems offer precision timing and control down to 1/100th of a second, so that each effect can be precisely choreographed to the music. A backup Digital Firing Controller will be provided at no charge as a fail-safe should a problem present itself with the main panel and cause issue with the choreographed event. J&M Displays will provide radio communications between the lead operator as well as staff in the execution of your event.

QUALITY CONTROL PLAN. Along with your Certified Lead Pyrotechnician and crew, Charles McKinley is the Southeast Regional Manager and is responsible for implementing all quality control measures indicated within the subsections of this plan. Charles reports directly to Jim Oetken CEO in the case on an emergency. Charles along with Danielle McWhorter, his assistant are here to answer all questions and address any concerns you have prior to the date of your show. On the date of your show it is the responsibility of the lead technician to insure all quality control measures are followed through and comply with any on site requests you may have. If for some reason the onsite technician needs assistance, they will work directly with executive management for a quick but safe resolve to the situation at hand.



VALUE ADDED CUSTOMER EXPERIENCE

- **Turnkey Production** – Our job is to make your job easier.
 - Permit applications, site maps, fire dept. coordination.
 - Insurance documents for certificate holders and additionally insured.
 - Technicians who are well trained, punctual, and professional.
 - Pre-show; show day, and post-show follow-up and customer service. We welcome our customers to check out the shoot site pre and post shows as we pride ourselves in our work and customer service.
- **Legacy**– J&M has produced thousands of displays around the world.
 - Since 1980 J&M has produced some of the most spectacular displays in the world.
 - A long history benefits you by being well experienced.
 - The J&M team strives every day to be the industry leader in new designs, effects and shows.
 - Technicians strive to learn and work with J&M.
- **Company Size** – There are many benefits to being a large fireworks company.
 - World-class designers producing worldwide events.
 - J&M's buying power assures better quality fireworks without higher expenses benefiting our clients.
 - Highest level of insurance in the industry to protect our clients.
 - Technicians located all across the Midwest and southeast as well as in California & Hawaii.
 - Dozens of regional storage facilities to cut costs for our clients.
 - Quality equipment – Every year J&M buys new equipment to replace anything outdated or unsafe.



YOUR PERSONALISED J&M FIREWORKS TEAM

Charles K. McKinley
Southeast Regional Manager
1-866-535-7976
1-251-725-7975
Charlesm@JandMDisplays.com
Dothan, AL Office

Hugh C. McWhorter
Southeast Sales & Logistics
1-866-535-7976
251-599-2816
Mack@JandMDisplays.com
Mobile, AL Office

Our goal is to work in tandem with both sales and operations to make sure everything runs smoothly. We aim for complete customer satisfaction.

Danielle McWhorter
Southeast Regional Administrator
1-866-535-7976
DMcWhorter@JandMDisplays.com
Mobile, AL Office

Danielle acts as a liaison between the regional sales staff and the operations team at J&M. She assists with processing orders for packing and shipment as well as handles permitting of shows.

James J. Oetken
President and CEO
1-800-648-3890
Main@JandMDisplays.com
Yarmouth, IA – Corporate Office

Unlike many CEO's Jim has a very hands on and client-focused approach to doing business. He is happy to discuss both compliments and concerns with clients. Jim will promptly reply to phone calls received. His concern is complete client satisfaction.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number **5-IA-057-50-8K-00054**

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date **October 1, 2018**

Name
J & M DISPLAYS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**18064 170TH AVE
YARMOUTH, IA 52660-9772**

Type of License or Permit

50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

J & M DISPLAYS INC
18064 170TH AVE
YARMOUTH, IA 52660-9772

James J. Oetken
Licensee/Permittee Responsible Person Signature

E.F.O.
Position/Title
9-1-2016
Date

Printed Name

Previous Edition is Obsolete J & M DISPLAYS INC: 18064 170TH AVE: 52660-9772-5-IA-057-50-8K-00054: October 1, 2018: 50-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14-5400.15 Part 1
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: J & M DISPLAYS INC

Business Name:

License/Permit Number: 5-IA-057-50-8K-00054

License/Permit Type: 50-MANUFACTURER OF EXPLOSIVES

Expiration: October 1, 2018

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

September 19, 2018

J & M Displays Inc.
18064 170th Avenue
Yarmouth, IA 52660-9772

901090: CRR/TAL
5400
File Number: 5-IA-00054

Premises Address: 18064 170th Ave, Yarmouth, IA 52660-9772

Dear Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Iowa Examiner Terry Lowe @ 304-616-4413.

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov



Ralph T. Hudgens

State of Georgia
Office of
Georgia Safety Fire Commissioner

No. 0269

920 West Tower, 2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

PROXIMATE AUDIENCE FIREWORKS AND/OR PYROTECHNICS DISPLAY

Pursuant to O.C.G.A. Title 25, Chapter 10, and the Rules and Regulations of the Safety Fire Commissioner, this license is issued for the purpose of conducting Proximate Audience Fireworks and/or Pyrotechnics Displays only for the following company and listed operators thereof:

J & M Displays, Inc.
18064 170th Avenue
Yarmouth, IA. 52660

This license is revocable and may be suspended upon violation of any of the provisions of the Rules and Regulations promulgated thereunder.

Date Issued: December 29, 2017
Expiration Date: December 31, 2018

OPERATORS

Regulatory Fee: \$1,500.00

By: *Chris E. Stephens*
Safety Fire Commissioner/Designee



**State of Alabama
Department of Insurance
Fire Marshal's Office**

201 MONROE STREET SUITE 1790
POST OFFICE BOX 303352
MONTGOMERY, ALABAMA 36130-3352

2018 FIREWORKS PERMIT

PERMIT NO: 2017001059
SALES TAX ID: R008275785
PERMIT DATE: 01/01/2018
EXPIRATION DATE: 12/31/2018

JAMES J OETKEN
18064 170TH AVENUE
YARMOUTH, IA 52660

The Classification of this Fireworks Permit is Distributor.

This permit has been issued for use by the business named J & M DISPLAYS, INC.
which is located in OutofState county
at 18064 170TH AVENUE, YARMOUTH, IA.

**THERE WILL BE NO DEVIATING OF ANY SORT FROM THE GUIDELINES STATED ON THIS PERMIT
UNLESS PRIOR APPROVAL FROM LOCAL AND STATE OFFICE.**

**THIS PERMIT IS NOT TRANSFERABLE AND MAY BE REVOKED FOR VIOLATIONS OF ANY
APPLICABLE LAW, RULE OR REGULATION.**

Scott F. Pilgreen

Scott F. Pilgreen
State Fire Marshal

Louisiana Office of State Fire Marshal
Fireworks Licensing Section
Fireworks Wholesale Permit

Date Issued: 04/01/2018

Date Expires: 04/01/2019

Permit Number: I000000511

Pursuant to the provisions of Louisiana Revised Statutes 51:650-660 and having met the requirements of this office as determined from application, this License is hereby granted as:

Importer

during the dates indicated above

License Issued To: J & M DISPLAYS

Mailing Address: 18064 170TH AVE

YARMOUTH, IA 52660

Physical Location: 18064 170TH AVE

YARMOUTH, IA 52660

Phone Number: (319) 394-3890

*This license is not transferrable and may be revoked or suspended with cause.
Display License in a conspicuous place at location.*

Total Fees Paid: \$500.00



BCO 1070539

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
Board of Pyrotechnic Safety

J & M DISPLAYS
Wholesaler License

This is to certify that the above named person or entity is hereby licensed by the Board of Pyrotechnic Safety to practice in the license classification indicated above in the State of South Carolina as authorized by Chapter 56 of Title 40 of the South Carolina Code of Laws.

License # 224

Address of Facility:

Name of Owner: JAMES J OETKEN

Mailing Address of Owner:
18064 170TH AVENUE
YARMOUTH IA, 52660

Effective Date: 09/01/2018

Expiration Date: 08/31/2019

Molly F. Price

Molly F. Price, Administrator

Fireworks Display – Sunday, December 31, 2018
(Adverse Condition Date: To be determined by mutual agreement of the
Villa Rica Main Street Manager and Fireworks Company)

Fireworks Company Name: J+M Displays Inc.
Contact Person: Charles McKinley
Mailing Address: 2083 Helms Road
City, State Zip: Rehoboth AL 36301
Telephone Number: 251-725-7975
Fax Number: N/A
Email: CharlesM@JandMdisplays.com

REFERENCES

Company Name: Please See Proposal
Contact Person: _____
Mailing Address: _____
City, State Zip: _____
Telephone Number: _____
Fax Number: _____
Email: _____

Company Name: Please See Proposal
Contact Person: _____
Mailing Address: _____
City, State Zip: _____
Telephone Number: _____
Fax Number: _____
Email: _____

Company Name: Please See proposal
Contact Person: _____
Mailing Address: _____
City, State Zip: _____
Telephone Number: _____
Fax Number: _____
Email: _____

State of Tennessee

304

10903000

TENNESSEE FIREWORKS PERMITS

DISPLAY EXHIBITOR

J & M DISPLAYS, INC.

This is to certify that all requirements of the State of Tennessee have been met by virtue of Chapter 118, Public Acts of 1961, as amended by Chapter 146, Public Acts of 1969.

ID NUMBER: 3421

LIC STATUS: LICENSED

EXPIRATION DATE: February 09, 2019



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2015-2018**

Registrant: J & M DISPLAYS INC JAMES J OETKEN
Attn: JAMES J OETKEN
18064 170TH AVE
YARMOUTH, IA 52660-9772

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 051415 550 095XZ Issued: 05/14/2015 Expires: 06/30/2018
HM Company ID: 011991

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



U.S. Department
of Transportation
**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

January 22, 2016

In reply refer to:
USDOT Number: 377461

JAMES J. OETKEN
CEO
J & M DISPLAYS INC
18064 170TH AVENUE
YARMOUTH, IA 52660

HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-377461-IA-HMSP
Effective Date: January 22, 2016

Dear JAMES J. OETKEN:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning January 22, 2016 and remain effective through January 31, 2018 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division at 202-366-6121.

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for not responding to a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information has a valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting burden for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Comments, Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to J & M Displays Inc. of Iowa
(Motor Carrier name) (Motor Carrier state or province)

Dated at 11:45 am on this 18th day of January, 2017

Amending Policy Number: SI8CA00033-171 Effective Date: January 15, 2017

Name of Insurance Company: Everest National Insurance Company

Countersigned by: David A. [Signature]
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown below:

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000.00 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident.
- underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA with a copy of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: _____

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient) and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restoration of the natural resources or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any substance transported by a motor carrier. This shall include the cost of necessary measures taken to prevent or minimize damage to human health, the natural environment, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.



U.S. Department
of Transportation

Federal Motor Carrier
Safety Administration

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved:
OMB No.: 2126-0008

Issued to J & M Displays, Inc. of Yarmouth, IA
Dated at Cleveland, OH this 23rd day of January, 20 17
Amending Policy No. EXC6028118-02 Effective Date 1/15/2017
Name of Insurance Company Maxum Indemnity Ins. Co.
Countersigned by *Randi T. Davis*
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

- ☐ This insurance is primary and the company shall not be liable for amounts in excess of \$_____ for each accident.
- ☒ This insurance is excess and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident in excess of the underlying limit of \$ 1,000,000 for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 216-650-7678.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the

limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

Form MCS-90 (4/2000)

SCHEDULE OF LIMITS—PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).....	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403	\$5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Britton Gallagher
One Cleveland Center, Floor 30
375 East 9th Street
Cleveland OH 44114

CONTACT

NAME:
PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Everest National Insurance Company	10120
INSURER C : Maxum Indemnity Company	26743
INSURER D : Axis Surplus Insurance Company	26620
INSURER E :	
INSURER F :	

INSURED

J & M Displays, Inc.
8064 170th Avenue
Yarmouth IA 52660

COVERAGES

CERTIFICATE NUMBER: 1378599167

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			SI8ML00060-181	1/15/2018	1/15/2019	
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PROJECT ☐ LOC						
	AUTOMOBILE LIABILITY			SI8CA00033-181	1/15/2018	1/15/2019	
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS		☒ SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☒ OCCUR			EXC6028118-03	1/15/2018	1/15/2019	EACH OCCURRENCE \$5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$5,000,000
							\$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☐ Y/N				WC STATUTORY LIMITS ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	Excess Liability			EAU791767	1/15/2018	1/15/2019	Each Occurrence \$4,000,000 Aggregate \$4,000,000 Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER

J & M Displays, Inc.
18064 170th Avenue
Yarmouth IA 52660

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



Safety Requirements:

J&M Displays will comply with the all safety requirements to ensure a safe and enjoyable firework display.

a. J&M Displays will provide Barricade tape and can provide additional signs, etc., on request to protect the lives and safety of employees and other persons which shall assist in preventing damage to property, materials, supplies and equipment and thus avoid work interruptions.

b. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA). J&M Displays maintains compliance with all applicable portions of OSHA requirements, ARMY regulations pertaining to Occupational Health and Safety as well as local, state, federal and installation safety codes and regulations.

c. SAFETY INSPECTIONS. J&M Displays will comply with all installation safety regulations and will permit periodic inspection by the Installation Safety Office. These inspections may be announced or unannounced. J&M Displays will make all boxes accessible to Law Enforcement and any other authority having jurisdiction during the pre-inspection of contents. In addition, J&M Displays will be available during the pre-inspection to discuss contents and further agrees to answer any questions regarding the contents.

d. ENVIRONMENTAL PROGRAMS. J&M Displays will follow all guidelines established and comply with federal government environmental programs.



e. REGULATIONS AND LAWS. J&M Displays will comply with federal, state, and local laws, regulations and standards, regarding the environment and pollution. All environmental protection matters shall be coordinated through the COR and the DLE (Department of Law Enforcement) Office.

f. CITATIONS. Citations on non-compliance with environmental standards are a matter for resolution between J&M Displays, Contracting Office, and the issuing officer of the EPA or State regulatory authorities. If citations are issued by federal, state, or local officials, due to faulty practices, the fine will be paid by J&M Displays. The payment does not release the J&M Displays from any liabilities for cleanup or resultant damages.

g. SPILLS. J&M Displays is responsible for cleanup and the reporting of any fuel or hazardous chemical spills within one (1) hour in accordance with federal, state, local and installation laws, regulations, standards and plans to the DLE Office.

h. FIRE PROTECTION AND PREVENTION. J&M Displays will comply with all fire prevention measures prescribed, Fire Protection Regulations and the National Fire Protection Association's Life Safety Code, which are in or may be put into effect during the course of performance or work under this contract. J&M Displays will conduct a thorough inspection at the close of operations where work under the terms of the delivery order have been accomplished to determine that all necessary safeguards relative to probable fire hazards are in effect. J&M Displays will familiarize all employees engaged in work under this contract with the aforementioned fire regulations.



SHOW SAFETY & SECURITY PLAN

The fireworks and equipment will arrive at the shoot site the day of the display. Everyone on the pyrotechnic crew has been trained on safety and security awareness. The fireworks are never left unattended.

J & M has a transportation security plan as mandated by the Department of Transportation (DOT). This plan cannot be disclosed according to Federal regulations. J & M Displays abides by all Federal DOT rules and regulations including packaging, shipping, cargo securement, and security.

J & M Displays adheres to NFPA 1123 Code for Fireworks Displays. NFPA approved fire extinguishers are standard equipment at all displays.

During the show, crewmembers will assist in guarding the perimeter to make sure that no one is allowed in the fallout zone during the display. Security is maintained around the perimeter until it is determined safe.

One crewmember will be designated as the "spotter". The spotter observes the fireworks display as it is launched watching for any shells that may come back to the ground unexploded, possible ground fires, etc.

Following the display, the fallout zone is thoroughly checked for the possibility of any live fireworks and/or hot debris. The next morning the site is again checked.



Safety Plan

J&M Displays will take, at a minimum, the following safety precautions to ensure a safe and enjoyable firework display.

a. DISPLAY PYROTECHNICS (FIREWORKS). All fireworks are to be in compliance with National Fire Protection Association (NFPA 1123, 1124, & 1126) codes.

b. SHELL PACKAGING AND MARKING. All shells can be identified by shell type, country of shell origin, and description of each type and color. J&M Displays will separate all fireworks/pyrotechnics by category. All boxes will be easy to identify based on their contents including the type, size and quantity. Grand Finale shells can be easily identified as "Grand Finale Shells".

c. SHELL SIZE. The maximum shell size and safety perimeter will be in accordance with all State and Federal Pyrotechnic Regulations (NFPA 1123 & 1126). All shells comply with the Restrictions of Certain Foreign Purchases Clause (Clause BI 055).

d. UNFIRED EXPLOSIVES STORAGE. J&M Displays will ensure that all unfired explosives and/or pyrotechnics are stored a minimum of one hundred feet from the firing point in a manner that is in compliance with all local, State, & federal law.

e. GROUNDS. J&M Displays will work closely with the client or client representative to arrange for launch site grounds preparation to include ground-watering, sweeping, and/or grass cutting. prepare the display area.



f. DIRECTION OF FIRE. J&M Displays shall set up all equipment and racks in a manner that is compliant with NFPA 1123 so that the direction of fire shall be away from spectators and structures. We will ensure that static firings follow the NFPA 1123 minimum of 70ft /in of shell. Height of the explosives and/or pyrotechnic airbursts will be in accordance with industry standards. Serial airbursts will be a minimum of 300 feet in the air. Wind direction and fall-out will be considered at all times by the lead shooter and spotters.

g. EMERGENCY PERSONNEL. J&M Displays will coordinate with the COR to ensure adequate standby emergency medical and firefighting personnel and equipment are available directly outside the fallout area but within the immediate vicinity during the entire period of the aerial fireworks display.

h. FIRE EXTINGUISHERS – J&M Displays will furnish and have at the immediate firing site two 2.5 gallon water extinguishers to be used by pyrotechnicians to extinguish small fires.

i. PROTECTIVE CLOTHING. J&M Displays will ensure that all employees wear protective equipment and clothing during the firing of the aerial fireworks. J&M Displays is solely responsible for the safety of our technicians performing the fireworks display.

j. TRANSPORTATION SECURITY PLAN. J&M has a transportation security plan as mandated by the Department of Transportation (DOT). This plan cannot be disclosed according to Federal regulations. J & M Displays abides by all Federal DOT rules and regulations including packaging, shipping, cargo securement, and security.

k. DELIVERY TIME. J&M Displays will deliver all fireworks in accordance with all DOT & AFF regulations. All fireworks and equipment will arrive on the day of the display unless otherwise agreed upon. All Crew have completed mandatory training on safety and security awareness. In compliance with ATF rules fireworks are never left unattended.



1. SHOW SECURITY. During the firing of the display all J&M technicians will assist in guarding the perimeter to make sure that no unauthorized entry into the fallout zone occurs. A security perimeter will be maintained until the display site is determined safe. Each technician designated as a "spotter". Will observe the fireworks display as they are launched watching for any shells that may come back to the ground unexploded, possible ground fires, etc. Following the display, the fallout zone is thoroughly checked for the possibility of any live fireworks and/or hot debris. J&M Displays will also conduct a safety check the following morning in accordance with best practices for show safety.



MEMBERS OF APA, PGII, IPA, NFA, IAFE, NACA, IMTA, BBB

References

City of Madison
Madison, AL
Contact: Gayle Milam
gayle.milam@madisonal.gov
PH: 256-772-2557

Centennial Olympic Park
Atlanta, GA
Contact: Phill Lana
PH: 404-223-8557

Boom Boom Committee
Biloxi, Ms
Contact: Rusty David
Rusty.david2@gmail.com
PH: 228-617-3112

City of Woodstock
Woodstock, GA
Contact: Mary Beth Stockdale
mstockdale@woodstockga.gov
PH: 770-517-6788

Go 4th on the River
New Orleans, LA
Contact: Debbie Bresler
PH: 985-630-4604

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as Seller, and _____, hereinafter referred to as Buyer.

Seller shall furnish to Buyer one (1) fireworks display, as per the \$_____ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of _____, 20____ at approximately _____:_____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

_____ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

_____ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

_____ the sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2 %) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

_____ \$_____ in full by _____ (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

_____ \$_____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. Buyers intending to postpone a display due to inclement weather should contact J&M Displays as soon as possible to keep postponement fees to a minimum.

The following postponement fees are applicable *only* if the display is re-scheduled in the same calendar year.

- Displays postponed prior to being picked up at the magazine for delivery incur no postponement fee unless there are new costs associated with permit changes or display set-up has occurred prior to product delivery.
- Displays postponed after they are in transit to the shoot site will be charged the full delivery fee.
- Displays postponed after set-up by the shoot team will be charged delivery fee and 1.5 times the shoot fee for hand-fired displays and double the shoot fee for E-fired displays.
- Display set-ups that are allowed to remain on site overnight after a postponement to the following day will incur a fee of eight-percent (8%) of the total display budget. This will cover 24-hour security watch of fireworks and additional labor hours of shoot crew.

Displays cancelled and NOT re-scheduled within the same calendar year will be charged thirty-percent (30%) of the total display budget. This fee will cover all labor associated with order processing, packing & shipping, display set-up if applicable and re-stocking fees.

Displays cancelled due to circumstances beyond customers control, such as burn bans or other bans issued by the AHJ will be considered on a case by case basis.

4. **Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. **Insurance. (Check one of the below options):**

____ Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

____ Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. **Buyer agrees to provide:**

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____

J & M Displays, Inc.
SELLER

BY: _____

BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 215610

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: J&M Displays, Inc.

Company Facility Address: 18064 170th Avenue

Yarmouth, IA 52660

Company Alternate
Address:

County or Parish: DES MOINES

Employer Identification

Number: 4212845

North American Industry
Classification Systems

Code: 713

Parent Company:

Number of Employees: 1,000 to 2,499

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- IOWA 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 215610

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer J&M Displays, Inc.

Judy Kelly

Name (Please Type or Print)

Title

Electronically Signed
Signature

05/23/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed
Signature

05/23/2009
Date



Custom Fireworks Proposal City of Villa Rica, GA

December 31, 2018



*Transforming special occasions
into **EPIC EVENTS***

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.



CUSTOM PROPOSAL
18 GA 12-31-C-4000-000132
November 15, 2018

PRESENTED TO:

City of Villa Rica, GA
106 Temple Street
Villa Rica, GA 30180

For

New Year's Eve
December 31, 2018
\$4,000.00

By

Pyro Shows of Alabama
P.O. Box 307
Adamsville, AL 35005
www.pyroshows.com



Pyro Shows is pleased to submit the following customized proposal to **City of Villa Rica for their New Year's Eve Celebration** on December 31, 2018.

At Pyro Shows, our mission is to provide an *EPIC* fireworks event to excite and delight your audience while attracting a larger number of spectators to your venue!

Pyro Shows places great emphasis on product value, quality, and performance. Our dedicated diligence behind the scenes ensures the outstanding results that we love to provide.

Enjoy reviewing this proposal and remember, "customization" is the key. We will be happy to make adjustments to the proposal to achieve your vision of the show.

Thank you for the opportunity for having Pyro Shows as part of your special event. We look forward to hearing from you.



PROPOSAL

Event:	City of Villa Rica New Year's Eve Celebration
Program Cost:	\$4,000.00
Program Date:	December 31, 2018
Length of Show:	6 ½ Minutes
Program Time:	Midnight
Music:	N/A

Included Services

All permitting processing and fees required by the City and/or State.

All Pyrotechnician labor (trained in safety, licensed in pyrotechnics and insured by Pyro Shows).

Insurance Liability Coverages:

General Liability	\$10,000,000.00
Automobile Liability	\$10,000,000.00

Insurance Agency:

Britton-Gallagher and Associates
1375 E. 9th Street, 30th Floor
Cleveland, OH 44114

Workers Compensation:

Full coverage as required by State and Federal law, including United States Longshoreman and Harbormaster coverage.

Compliance:

Pyro Shows adheres to the following regulatory requirements:

- BATFE – Bureau Alcohol, Tobacco, Firearms & Explosives
- FAA – Federal Aviation Administration
- NFPA 1123, 1124
- U.S. Coast Guard

MAIN BODY

The Main Body of your fireworks program is the opportunity to artistically explore the full range of shell varieties, explosive timings, and intensity levels. Pyro Shows will feature a combination of premium shells that will provide rich and colorful effects.



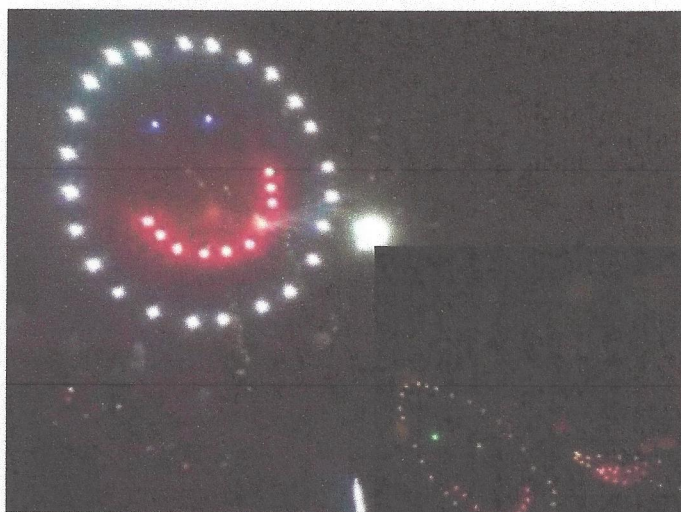
MAIN BODY

3" DIAMETER AERIAL SHELLS

- 12 **ELECTRIC THUNDER SALUTES** - These are real sky shakers. These are American made cylindrical bombs that contain the maximum amount of high powered flash powder and titanium that provide a blast of sound and flash of light to resemble the crash of thunder and lightning at an altitude of over 300' in the air.
- 48 **FANCY COLORED SHELLS** - These specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of superior quantity and quality in a wide variety of effects. Some of the combinations and effects include Red, Silver, Blue, Purple, Green, Yellow, and Gold. Special pattern shells are also included in this group such as Rings, Hearts, and Stars. Optional shells available upon request are a wide variety of parachutes and duration to include: Grand Imperial Lantern, Silver Floating Caterpillar, Double Happy, Moon Warrior, Cluster of Stars and Splendid Flowers.
- 48 **EXTRA FANCY SHELLS** - These more intricate multiple effect and precision shells are composed of many of the very best imported shells in France, Germany, Spain, China, Taiwan, & the USA, made throughout the world. The variety includes The Golden Butterfly, Blue Bees, Silver Palm Tree w/Green Tips, Color Chrysanthemum w/Color Changing Pistil and Jetting Flowers, Atomic Rings, Saturn Rings, Saturn Rings, Dragon Eggs, Thousand Oriental Flowers, Flying Meteor, Precious Pearls, and more.
- 6 **SUPER DELUXE** - These shells also come in cylinder and sphere shapes, and they are made exclusively in the U.S. All shell colors are magnesium compounds to provide the brightest and most vivid colors available. These very powerful shells often break with the size, pattern, and density of shells twice their size. Colors include Glittering Tiger Tail to Purple Willow, Golden Dahlia to Emerald Star, Rainbow Magnesium, Orange and Silver Flitter, Weeping Cascade, Crimson Sky Amber Sun, and Golden Brocade Kamuro with Twinkling Tips.
- 6 **SPECIAL EFFECT/ MULTIPLE BREAK SHELLS** - This class includes the ultimate in the art and science of pyrotechnology. It includes such favorites as Fish & Whistles, Serpents & Stars, Whistles and Color, Silver or Gold Glitter Crossettes, Artillery, Battle in the Clouds, Machine Gun, Tourbillon, and Double-Bubble. Please note when we say multiple break, we are saying two or more shells of the same size stacked on top of each other attached to be fired at the same time.

PATTERN SHELLS

A crowd-pleasing favorite! The most thrilling squeals from the audience are when pattern shells light the sky. Smiley faces and hearts are among the most popular, but we don't stop there! We have wagon wheels, diamonds, butterflies, and more!



GRAND FINALE

The Grand Finale! It's what puts an epic *exclamation point* in the show and it's everyone's favorite part! Pyro Shows is known for our powerful, vibrant, grand finales. A variety of shell sizes will transform the sky into a massive wall of color. As the grand finale progresses, a gradual shift will occur from color to thundering booms. The closing moments will feature an earth-shaking barrage of salutes ending with a flight of towering brocade gold chrysanthemums.





GRAND FINALE

The sweetest taste of the night is provided by your splendid GRAND FINALE. The selection of shells will provide a sparkling and dynamic ending to your show. It will include a variety of highest-quality color shells, reports, and comets.

Your customized GRAND FINALE:

3" DIAMETER AERIAL SHELLS

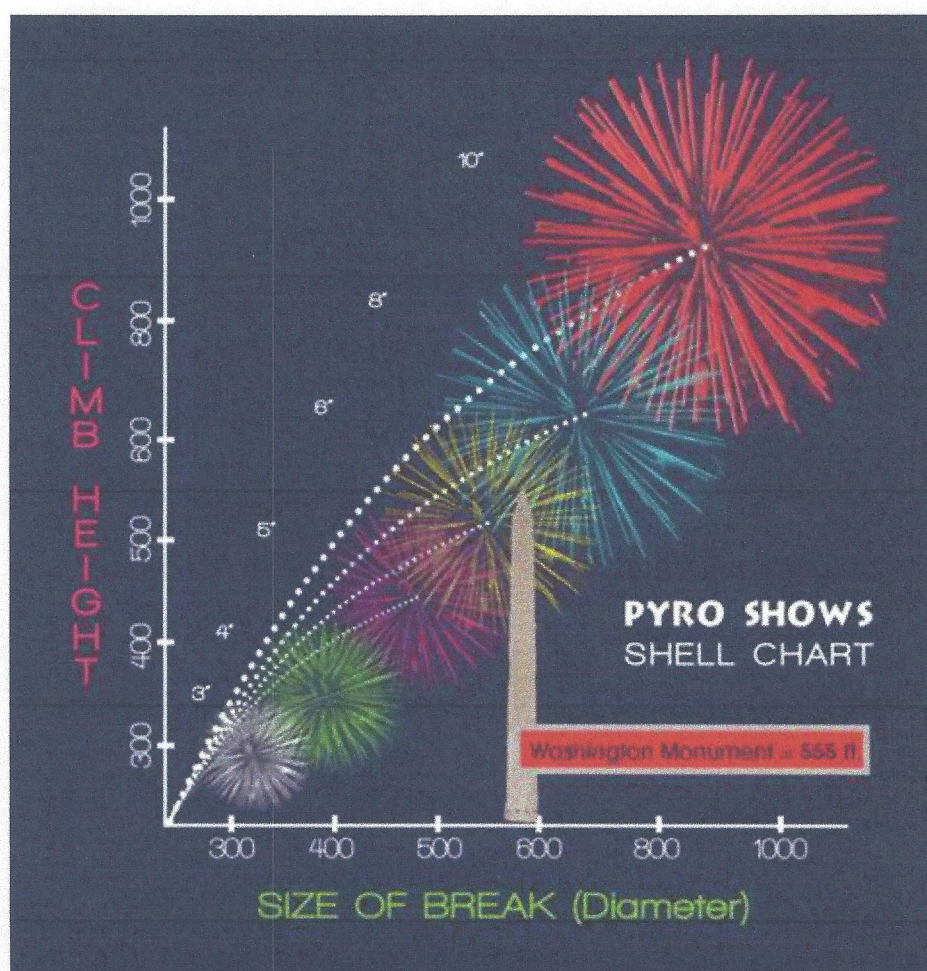
- 60 **FANCY COLORED SHELLS** - These specially selected aerial shells are composed of cylindrical and ball shells to give you a wide variety of effects. Some of the combinations and effects include Red, Silver, Blue, Purple, Green, Yellow, and Gold.

AERIAL SHELL INFORMATION

The bigger the boom, the bigger the break! In the world of fireworks, the size of the shell determines the “climb time” and the size of the break.

We’ve illustrated a visual reference scale we use to calculate the specific timing of customized shows.

As shown, the climb and the size of the break of a 10” shell is substantially larger than that of a 3” shell. The larger the shell, the more robust the result!





SHELL SUMMARY

**Villa Rica, City of
New Year's Eve
Monday, December 31, 2018**

\$4,000.00

<u>SHELL SIZE</u>	<u>MAIN BODY</u>	<u>FINALE</u>	<u>TOTAL</u>
3"	120	60	180
TOTAL SHELL COUNT			180

LOW LEVEL PRESENTATION

2 Positions of 150-Shot Peachblow and Lemon-Yellow T 300

TOTAL LOW LEVEL PRESENTATION 300

TOTAL SHELL COUNT & LOW LEVEL PRESENTATION 480

Fireworks 1.3 G Display

Largest Shell: 3"

Safety Radius: 210'

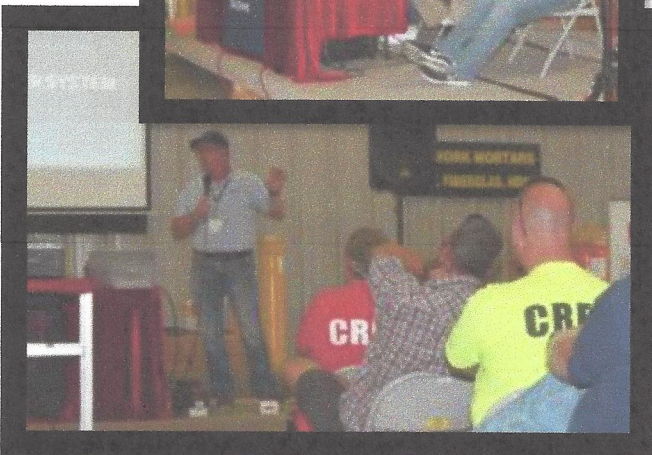
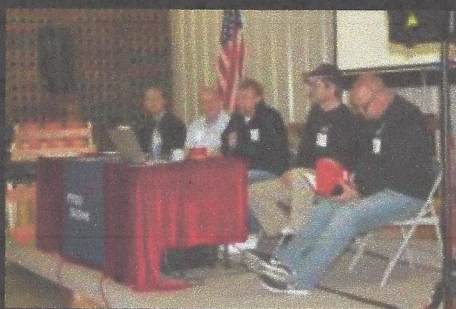
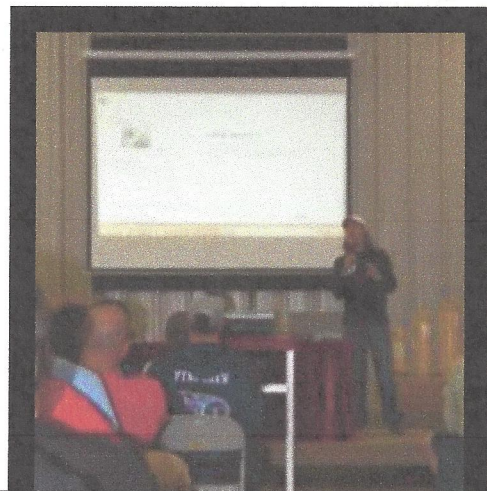
INCLEMENT WEATHER PLAN

Pyro Shows' company policy is for all pyrotechnicians to build firework shows in anticipation of inclement weather. All low-level cakes and all mortars are covered for rain protection. This Pyro Shows rain protection method insures that the product will not be damaged by moderate to heavy rain conditions.



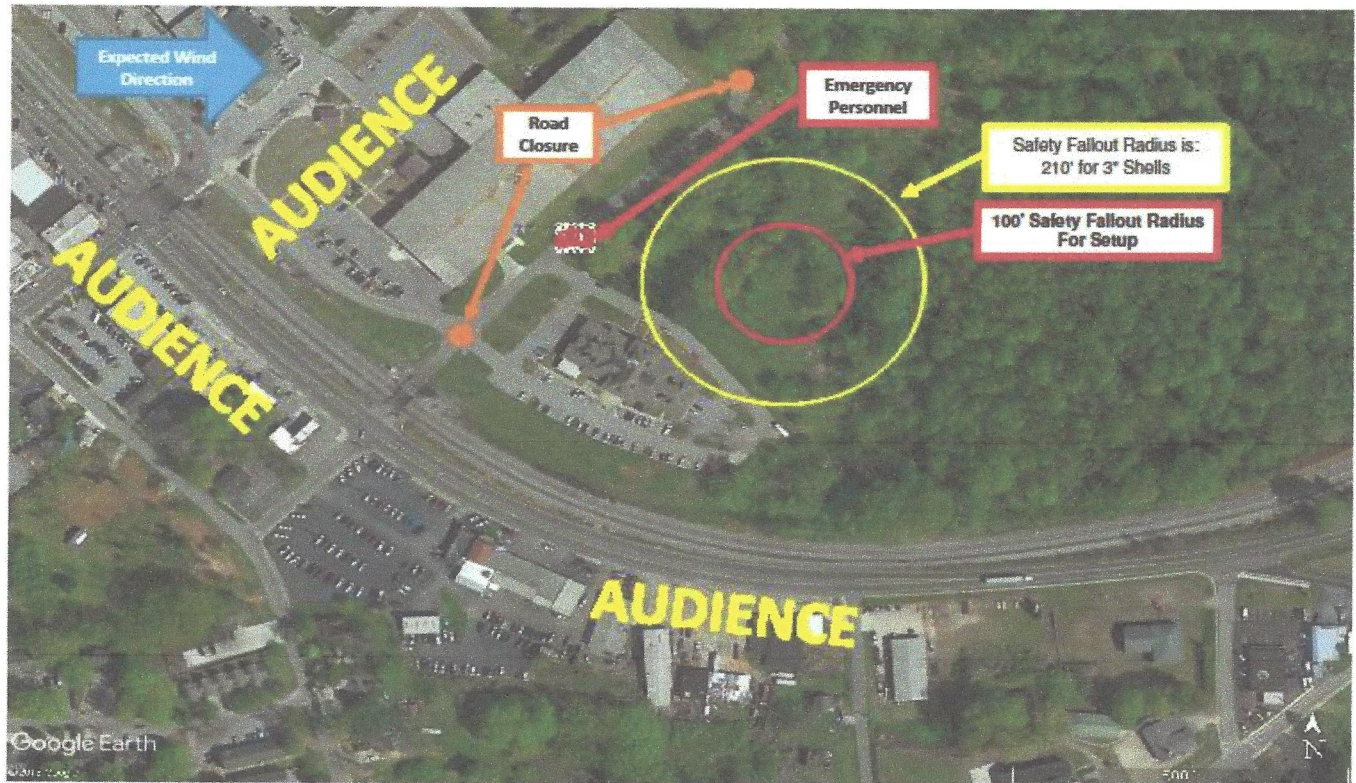
SAFETY

The pyrotechs assigned to the **City of Villa Rica, GA**, New Year's Eve fireworks are employees of Pyro Shows, have extensive experience, and are licensed in several states. All Pyro Shows pyrotechnicians are required to complete ongoing product and safety training to remain in compliance with State licensures, pyrotechnic laws and NFPA coded regulations. Pyro Shows' pyrotech product and safety training exceeds the standard requirements.





SITE DIAGRAM



Show Name: Villa Rica, City of New Year's Eve
Show Location: ,
Show Date: Monday, December 31, 2018
Show Time: Midnight
Rain Date: N/A

Maximim Shell Size: 3"
Safety Fallout Radius: 210'
Storage Required: No
Diagram Created: Friday, November 9, 2018
Created By: JF



PYRO SHOWS COMPANY HISTORY

Pyro Shows started in 1969 as Lansden Hill Enterprises. The name Pyro Shows, Inc., began in the early 80's as the company grew to both national and international prominence. The Tennessee Company grew quickly throughout the decade of the 1980's.

Lansden E. Hill Jr., is the President and CEO of Pyro Shows, Inc. Mr. Hill graduated from the University of Tennessee with a Bachelor's Degree in Business Administration in 1974. He returned to LaFollette, Tennessee, his childhood hometown, and joined other members of his family in the insurance business. Mr. Hill's background in insurance combined with his innovative approach to the fireworks display business, got him a call from the National Fire Protection Association (NFPA) with an invitation to join the NFPA Technical Committee on pyrotechnics. Mr. Hill accepted the invitation, and he has continued as a committee member on the NFPA Technical Committee on Pyrotechnics since the late 1980's.

Michael E. Walden is the Vice President of Pyro Shows, Inc. Mr. Walden graduated from the University of Tennessee with a Bachelor of Science Degree in Biology in 1990. Mr. Walden joined Pyro Shows in 1993 as a pyrotechnician while working as a full time high school chemistry teacher. In addition to Mr. Walden's role at Pyro Shows, Inc., in 2013, Mr. Walden was named President of Pyro Shows of Texas after Atlas Enterprises was acquired by Pyro Shows, Inc. Pyro Shows of Texas is located in Fort Worth, and serves Texas and surrounding states. Mr. Walden is also Vice President of the Alabama operation located just outside Birmingham, Pyro Shows of Alabama.

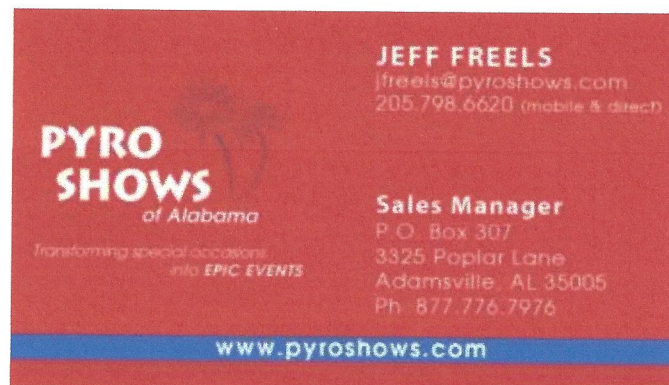
Pyro Shows, Inc. is staffed with 28 full time employees. The national headquarters is located in LaFollette, Tennessee, with a second office located in Fort Worth, Texas. Pyro Shows performs over 1,000 firework display shows each year. Approximately 400 shows are shot during 4th of July holiday season. Pyro Shows has a 48-year history of performing shows safely and on schedule. We want to bring that same dependability, reliability, and consistency to your fireworks celebration.

Pyro Shows as been providing fireworks entertainment throughout the world for 48 years. From Stockholm, Sweden, to San Sebastian, Spain, and from Abu Dhabi in the UAE, to Taipei, Taiwan, Pyro Shows has competed in some of the most prestigious international competitions. Pyro Shows won first place in the North American Fireworks Competition in Norfolk, Virginia, and has had the honor to provide the 4th of July fireworks at the Washington Monument in Washington, D.C. for 13 of the last 20 years.



Thank you again to City of Villa Rica, GA for the opportunity to bid on your New Year's Eve Celebration!

Pyro Shows is honored to have experienced this holiday with you in the past and we hope to continue to be your fireworks vendor for your future events!





Custom Proposal #000132
City of Villa Rica, GA, New Year's Eve
December 31, 2018, \$4,000
Prepared November 15, 2018
Page 16



Transforming special occasions
into **EPIC EVENTS**

www.pyroshows.com

TENNESSEE OFFICE
Ph: 800.662.1331

TEXAS OFFICE
Ph: 800.488.7976

ALABAMA OFFICE
Ph: 877.776.7976

info@pyroshows.com



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Use of City Vans for Christmas Tour of Homes

AGENDA DATE: 11/27/2018 **DATE PREPARED:** 11/27/2018

PREPARED BY: Tom Barber

AMOUNT: N/A

GL ACCOUNT #: N/A

PURPOSE: To discuss the use of two City-owned vans owned by the Tour of Homes scheduled for December 8, 2018.

BACKGROUND: In 2015 and earlier our Main Street program held a Tour of Homes event in early December. In 2016 and 2017 no such event was held. The Main Street board did not approve a tour event for 2018. In August a group of residents came forward who wanted to organize a tour event for this year. They obtained commitments from five home owners and approached our staff for assistance. We committed to provide promotional assistance and to make two City vans available for their use. We also went to the Main Street board and asked for a financial contribution. The board voted to give \$500 to the event. Several City staff and elected officials have offered to drive the two City-owned vans.

Although we are not this year's organizer, our staff promoted this year's event and helped generate more than 125 sales. The resulting revenue will be used to pay for the event's expenses, including a catered meal at the Presbyterian Church and additional van rental.

STAFF RECOMMENDATION: Staff recommends that we allow this year's Tour of Homes to use two City vans, on the condition that they are only operated by City employees/officials.

MOTION: I move that we allow the Christmas Tour of Homes to use two City vans on December 8, 2018 under the operation of either City staff or elected officials.