

CITY COUNCIL
JEFF REESE, MAYOR
SHIRLEY MARCHMAN, MAYOR
PRO-TEM
DANNY CARTER
LESLIE MCPHERSON
MATTHEW MONTAHAN

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 12, 2019 | 6:00 PM

Meeting Call to Order (Mayor Jeff Reese)

Invocation (Leslie McPherson, Councilwoman)

Pledge of Allegiance (Jeff Reese, Mayor)

Ceremonial Presentations (Mayor & Council)

- Employee Anniversaries:
 1. Cindy Glommen - 5 Years of Service
 2. Gary Busby - 5 Years of Service
 3. Jason Waddell - 5 Years of Service
- A Taste of Villa Rica Awards - Kelly Bell, First Vice President of the VR Golden City Lions Club

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 Minutes:
 1. Meeting Minutes of October 22, 2019.

B. Economic Development (Janet Chumley, Manager)

1. 2019 Gold Nugget Drop Fireworks Bids-Bid comparison sheet

C. Human Resources (Stephanie Rooks, Manager)

1. Basic Life Insurance for Dependents

D. Community Development (Bobby Elliott, Director)

1. The Falls at Mirror Lake Development Agreement

E. Public Works (Pete Zorbanos, Director)

1. Purchasing 2020 Ford F-250 Crew Cab 4x4 for Grounds Maintenance Department

2. Purchase Five 2020 Police Interceptors for the Police Department
3. Purchase Two Ford E-350 Vans for the Carroll County Inmates

F. Finance (Sarah Andrews, CFO)

1. Upgrade Finance Clerk Position To Accountant

G. City Manager (Tom Barber)

1. Agreement with Nextsite for Business Development Services
2. Replacement of Street Lights Fixture
3. Abandonment of Baker Industrial Court
4. Mandatory Sewer Connections

Adjournment



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Gold Nugget Drop Fireworks Bids-Bid comparison sheet
AGENDA DATE: 11/12/2019

DATE PREPARED: 10/30/2019
PREPARED BY: Janet Chumley

AMOUNT: \$4,000
GL ACCOUNT #: 1007550523880
FUNDING SOURCE: 2020 approved budget
BUDGETED ITEM: Yes

PURPOSE: This item is for the 2020 Gold Nugget Drop Fireworks Display.

BACKGROUND: RFQ's for the Gold Nugget Drop Fireworks were placed on the City's website and social media sites in September with a deadline to turn in by Wednesday, October 2, 2019 by noon.

The two companies who submitted RFQ's both with bid price at \$4,000 and have requested to be considered are Pyro Shows out of Adamsville, AL and J&M Displays out of Dothan, AL. Pyro Shows submitted a total presentation of 680 shots: 180 shell count and 500 cake fireworks. J&M Displays submitted a total presentation of 942 shots.

The Main Street Advisory Board reviewed all bids, and voted to once again recommend Pyro Shows out of Adamsville, AL. Pyro who did the 2018 Gold Nugget Drop show. In 2018, was the first time shooting the fireworks in our new location at 150 Stone Street (behind Olive Tree).

STAFF RECOMMENDATION: Staff recommends the city approve the Main Street Advisory Board's recommendation and award the 2020 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 2020 Gold Nugget Drop Fireworks bid to Pyro Shows in the amount of \$4,000.

2019 Bid Comparison Sheet

Gold Nugget Drop (2 bids)

\$4,000

Rain or Shine event

Vendor	Main Body	Other Presentation	Grand Finale	Total Presentation
J&M Displays	1.2"- 600 2.5" – 10 3.0"- 100		1.75"- 132 3" - 100	942
Total	710		232	942
Pyro Shows	3" - 120	100- shot Titanium Salute (finale) 150 – shot cakes (Main) 50 – Shot cake (finale) *Description below*	3"- 60	680
Total	120	500	60	680
Vendor	Show Time	Show Fired	Insurance	
J&M Displays	Does not specify	Electronic	\$9M	
Pyro Shows	5 minutes	Electronic	\$10M	

*A **cake firework**, also known as a multiple tube device, is a firework comprising a series of Roman candles, small aerial shells, or a combination of both, connected together by a high-speed fuse.



J&M Displays

2083 Helms Road Dothan, AL 36301

866-535-PYRO

251-725-7975

www.jandmdisplays.com

A night cityscape with fireworks exploding in the sky. The fireworks are in shades of red, orange, and blue, creating a vibrant display against the dark sky. The city lights are visible in the background, including a tall building with a sign that says "Overlaid".

**WE'RE JUST YOUR AVERAGE
FIREWORK LOVING
CRYOGENIC
BLASTING
FLAME FIRING
CONFETTI POPPING COMPANY**

WHAT CAN WE DO FOR YOU!

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J&M Displays

2083 Helms Road Dothan, AL 36301
866-535-PYRO
www.jandmdisplays.com

COMPANY OVERVIEW

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



BACKGROUND

Founded in 1980 by brothers, James and Michael Oetken, as a way to pay for their fireworks hobby, J&M Displays, Inc. has grown to become the largest shipper of fireworks in Iowa. J&M Displays, Inc. can supply displays throughout the United States and has supplied to China, Bahamas, South Africa, Hong Kong, Belize, and St. Thomas in the Caribbean.

MANAGEMENT

Chief Executive Officer
- James J. Oetken

WORK FORCE

J&M Displays, Inc. currently employs a full-time office and plant maintenance staff of 13, a sales force of over 40, and a reserve of over 2000 trained pyrotechnicians.

PLANT FACILITIES

Sitting on 106 acres in Southeastern Iowa, J&M Displays, Inc. consists of over 50 on-site permanent storage bunkers, pack house, retail Class C consumer fireworks building, assembly building, and five support buildings. J&M Displays, Inc. also supports four regional offices around the country as well as satellite bunkers located throughout the USA.

PRODUCT LINE

A full line of 1.3G and 1.4G pyrotechnics, firing equipment, mortars, racks, safety equipment, indoor pyrotechnics, close proximity fireworks, non-pyrotechnic confetti and streamers, and flame effect equipment.

CONTACT INFORMATION

Office hours are Monday – Friday 9:00 am to 4:00 pm
May 16th – July 5th hours are 8:30 am to 5:30 pm
Sunday by Appointment Only
Toll Free Number (866) 535-7976

SAFETY FIRST



Although brilliant fireworks and incredible effects are always a top goal, at J&M we never compromise safety. The safety of the audience, your staff, and our technicians is always our number one concern.

Fireworks are regulated by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). Federal rules and safety guidelines are constantly evolving and becoming more stringent to ensure safety. J&M Displays is dedicated to staying current on these rules and guidelines as they change. The professional development of our staff is also a top priority.

Our show operators and pyrotechnicians are the most knowledgeable and highly trained in the industry. We oversee the production of high-quality products and use the best firing systems and technology available. We store, deliver, set-up and maintain a safe and secure shoot site and shoot products using the best practices in the industry.

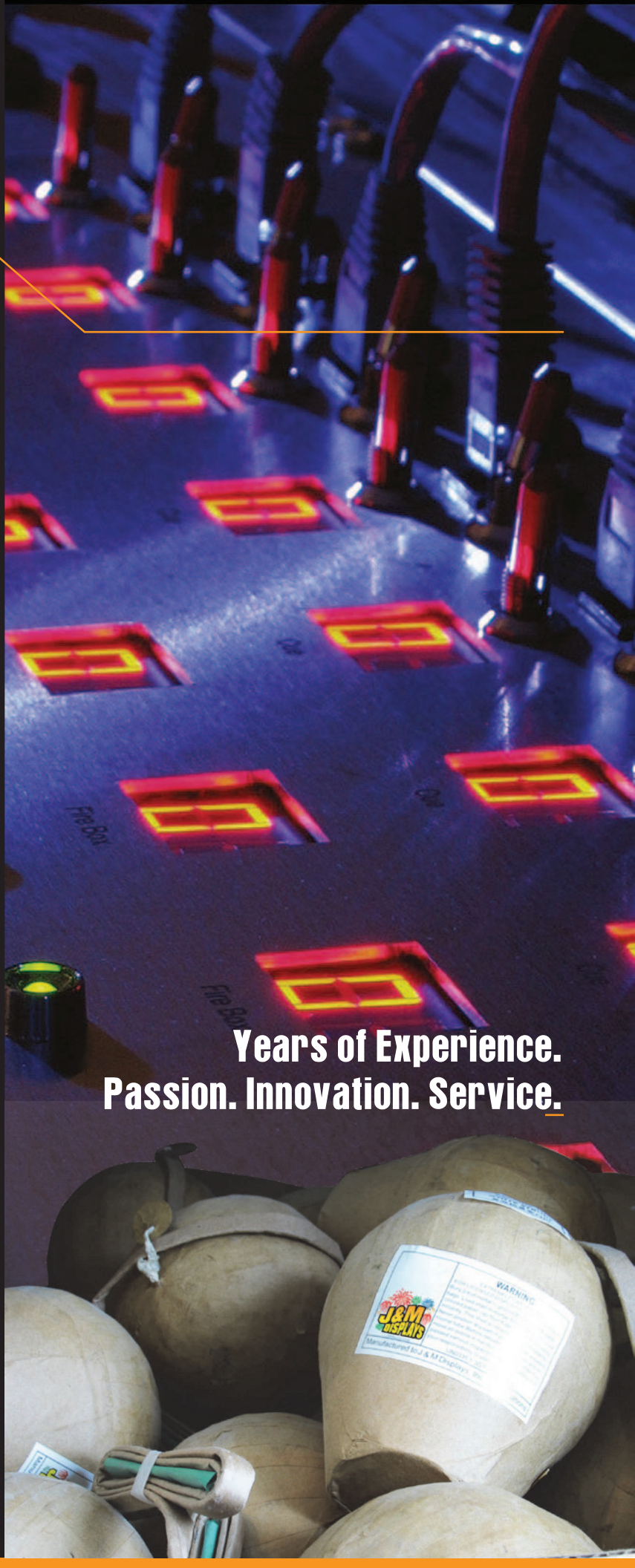
When considering a company for your event, safety should be an equally important factor as budget, show length, date, and venue. If your display company does not adhere to National Fire Protection Association (NFPA) standards as well as comply with constantly evolving State and Federal (ATF) regulations, it could invalidate the company's liability insurance.

Trust J&M Displays with the safety of your patrons while we deliver spectacular effects and dazzling displays for an unforgettable experience!

Why J&M

J&M Displays is a leader in the industry due to our focus on safety and customer satisfaction. These are the ingredients that have made us a leader in our industry. Each project is customized to your-specific occasion, to surprise and impress your audience. And, we work hard to impress you, our customer. From the initial planning, set-up, tear down and cleanup, J&M Displays offers a professional, quality, hassle-free experience that gives you more "bang" for your buck!

Call us and let's make magic!



**Years of Experience.
Passion. Innovation. Service.**

OUR EXPERIENCE

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



OUR EXPERIENCE YOUR SUCCESS

For over 35 years, millions of people around the world have been entertained with first class, full production pyrotechnics developed by J&M Displays.

J&M Displays currently produces hundreds of displays a year and each one receives the same level of detail from our staff no matter the budget.

We've produced events for entertainment, municipal, corporate, and private venues...and our results are always spectacular!

When your event needs to go beyond "WOW", then call the people who understand just what that means!

PROFESSIONAL

We are at the top of our industry because of our professionalism and passion for the craft. We simply love what we do. We put the same high level of energy, creativity and efficiency into each and every production.

OUR LOCATIONS



What Can You Expect From J&M Displays?

- ★ Southeast Headquarters
- 🔥 Distribution locations

QUALITY

Not only in our superior fireworks, each manufactured to the highest specifications and strict quality control, you'll also experience exceptional service from our professional staff and sales representatives.

SERVICE

At J&M Displays, we design each display specifically to suit your audience, venue and budget.

EXPERIENCE

We can aid with navigating the numerous permits each city and state may require as well as ever-changing federal regulations.

EXCITEMENT

Our staff and display operators are passionate about what they do. From the design of the display until the finale is complete, you'll work with a partner who shares the same great joy in seeing adults with the same smiling wide-eyed faces as their children.

SAFETY

At J&M, safety is our number one concern. Our experienced pyrotechnicians use the latest technology, the highest quality product and precision planning to ensure the professional and safe execution of your show.

MAIN BODY

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



“Oohs and Ahhs” will help start your event off with a bang. The body of your show will be a high intensity aerial spectacular full of various colors, patterns, 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.



GRAND FINALE

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

**...and it will be GRAND! The
Pièce de résistance.**

J&M Displays understands that people will most likely remember the grand 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!



SHELL SUMMARY

Your dynamic display will include the following elements of excitement:

OPENING:

Total Shells: N/A

MAIN BODY:

600 - 1.2"
10 - 2.5"
100 - 3"

Total Shells: 710

FINALE:

132 - 1.75"
100 - 3"

Total Shells: 232

TOTAL SHELLS IN SHOW: 942

SHOW TOTAL: \$4,000.00

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



J&M Displays

2083 He ms Road Dothan, AL 36301

866-535-PYRO

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Villa Rica NYE 2019



Shots	Name/Type	Shell Size
	Main Show	
600	V Shape Candle Bundle – 300 Shot – Assorted Colors	1.2”
10	Salute with Palm 10 Shot Finale Chain	2.5”
20	Assortment F of 20 Different J&M Brand Shells	3”
20	Assortment K of 20 Different J&M Brand Shells	3”
20	Assortment M of 20 Different J&M Brand Shells	3”
20	Assortment P of 10 Pairs (20 Shells) of J&M Brand Shells	3”
20	Assortment Q of 20 Different J&M Brand Shells	3”
710	Total Shots in Main Show	
	Finale	
100	Color and Report 10 Shot Finale Chain	3”
132	Red, Green, Purple, Blue, Lemon Dahlia with Silver 66 Shot	1.75”
232	Total Shots in Finale	

Total Cost: \$4,000.00

Four Thousand Dollars

Charles McKinley, Southeast Regional Manager

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AERIAL SHELL INFORMATION

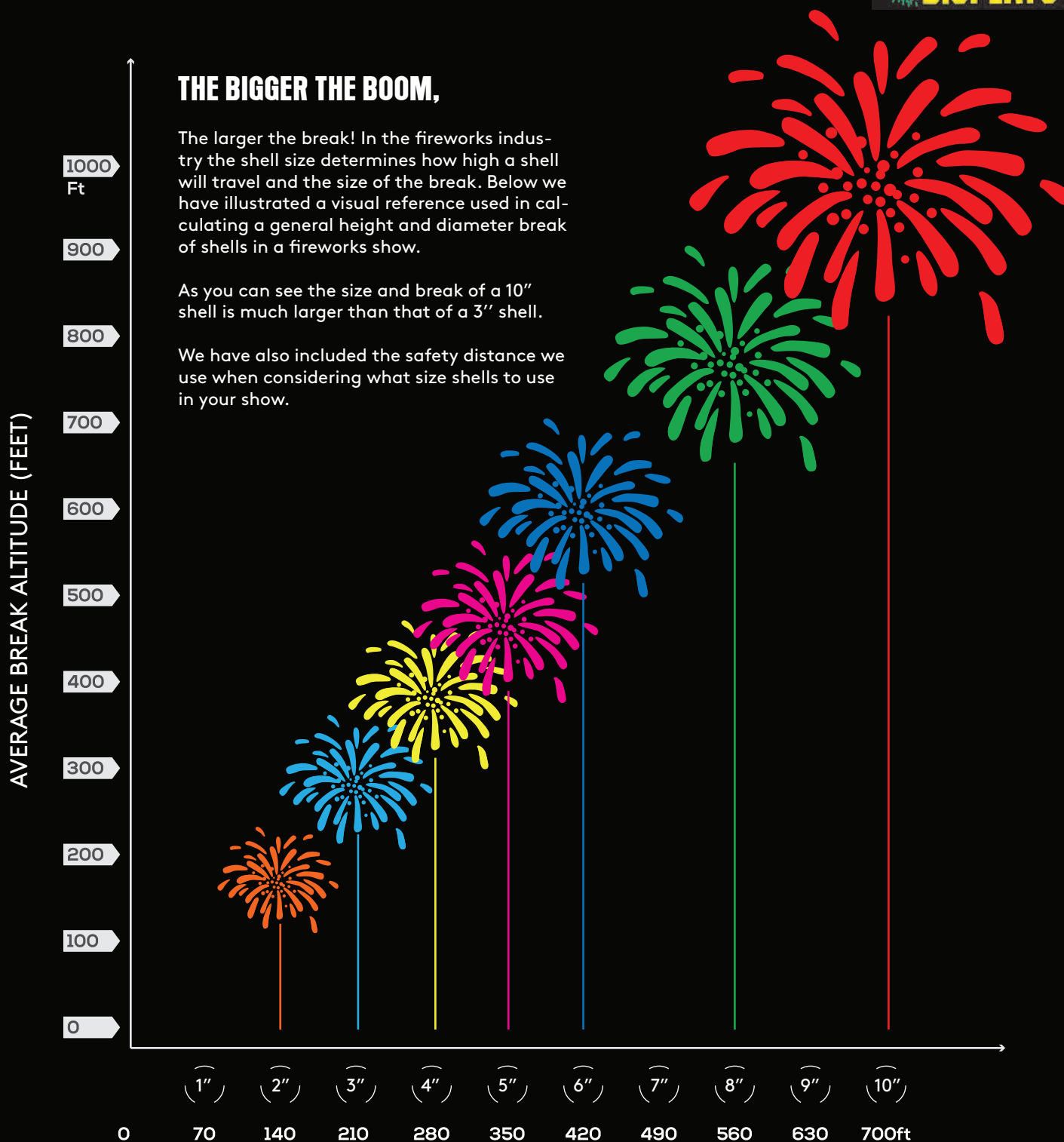


THE BIGGER THE BOOM,

The larger the break! In the fireworks industry the shell size determines how high a shell will travel and the size of the break. Below we have illustrated a visual reference used in calculating a general height and diameter break of shells in a fireworks show.

As you can see the size and break of a 10" shell is much larger than that of a 3" shell.

We have also included the safety distance we use when considering what size shells to use in your show.



MINIMUM DISTANCE FROM AUDIENCE (FEET)

2"SHELL

90' BURST DIAMETER

3"SHELL

135' BURST DIAMETER

4"SHELL

180' BURST DIAMETER

5"SHELL

225' BURST DIAMETER

6"SHELL

270' BURST DIAMETER

8"SHELL

350' BURST DIAMETER

10"SHELL

450' BURST DIAMETER

YOUR EVENT TEAM



James J. Oetken

President and CEO
1-800-648-3890
main@jandmdisplays.com



Unlike many CEOs, 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.

Charles K. McKinley

Southeast Regional Manager
1-866-535-7976
1-251-725-7975
Charlesm@jandmdisplays.com

With over 20 years experience in the Fireworks and Special Effects industry; Charles supervises the servicing of client accounts, making sure your show produces memories that will last a lifetime.

Danielle McWhorter

Southeast Regional Administrator
1-866-535-7976
dmcwhorter@jandmdisplays.com

Danielle acts as the administrative liaison between the regional sales staff and the operations team at J&M. She assists with processing shows from contracts and permitting to packing and shipments.

Hugh C. McWhorter

Safety & Logistics
Theodore, AL
1-866-535-7976
mack@jandmdisplays.com

Mack is in charge of our safety & training programs. He also works in tandem with sales and operations to make sure every aspect of our logistics process runs smoothly.

Shaun P. Hoard

Show Producer
1-866-535-7976
Shaunh@jandmdisplays.com

Jonathan Barhite

Show Producer
1-866-535-7976
Jbarhite@jandmdisplays.com

Shaun and Jonathan service client accounts, making sure all aspects of your show are completed in a timely manner.





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, Saturn's, Smiley Faces, etc. 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. Racks in the finale will be angled to the left and right of center to diminish the "white out" or "smoke out" effect of a multitude of shells exploding in the same volatile air space.

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. 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 ensure 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.

J&M Displays

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866-535-PYRO
www.jandmdisplays.com



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. **GROUND.** 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.

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- 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 pyro-technicians 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.
- l. 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.



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.

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866-535-PYRO

www.jandmdisplays.com



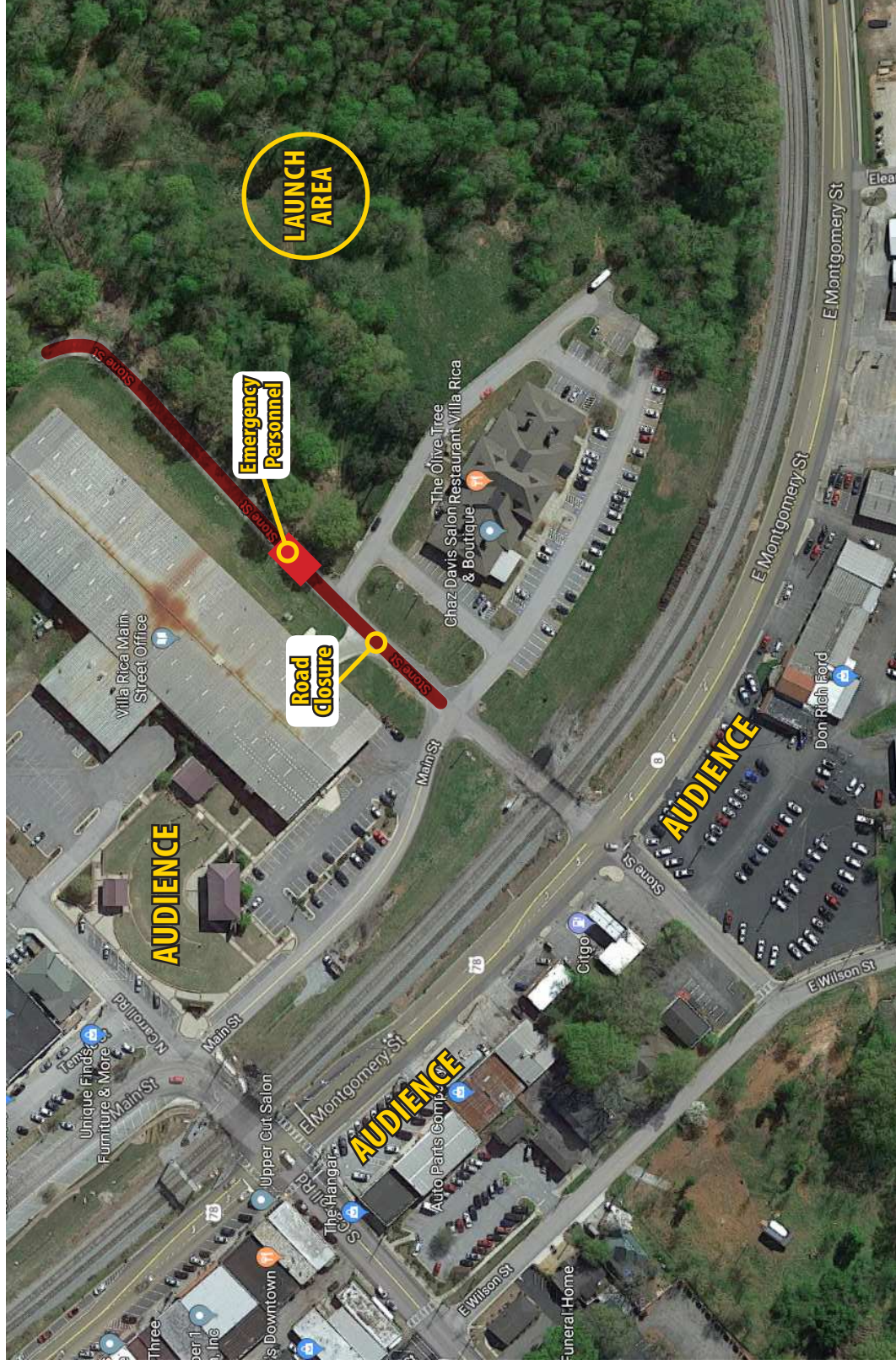
- g. SPILLS. J&M Displays is responsible for cleanup and the reporting of any fuel or hazardous chemical spills within one (1) hour in accordance with federal, state, local and installation laws, regulations, standards and plans to the DLE Office.
- h. FIRE PROTECTION AND PREVENTION. J&M Displays will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

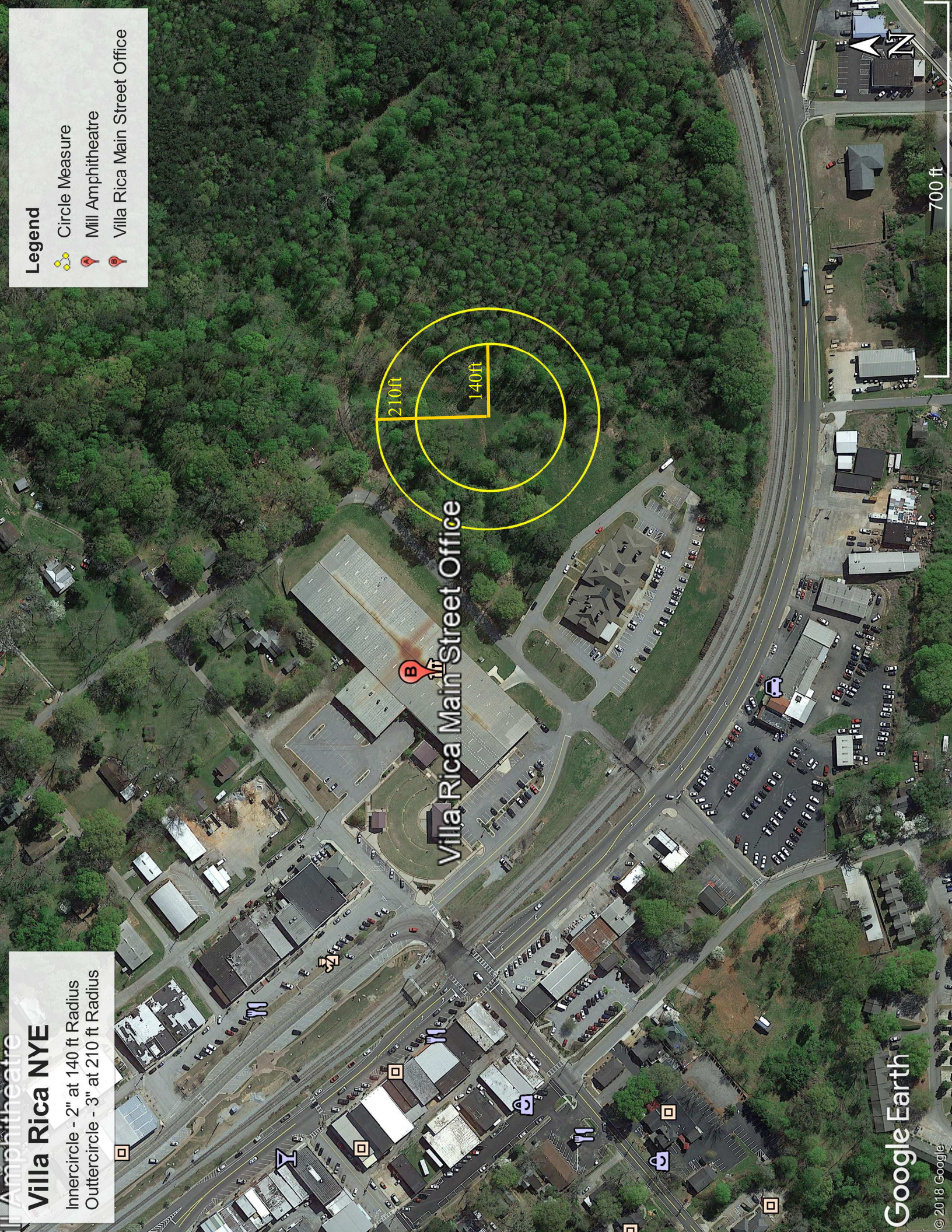
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Site Diagram





Legend

- Circle Measure
- Mill Amphitheatre
- Villa Rica Main Street Office

Villa Rica NYE

Innercircle - 2" at 140 ft Radius
Outtercircle - 3" at 210 ft Radius

Villa Rica Main Street Office

210ft

140ft

700 ft

Shaun Hoard
Licensed Shooter
PGI & APA
J&M Displays – AFX PRO
2083 Helms Road, Dothan, AL
866-535-7976

Date of Birth: March 2, 1984

- Licensed shooter since 2010
- Shooting professional shows since 2010.
- Approximately 10+ shows per year.
- Experienced in electronic firing; hand firing; outdoor displays; proximate pyrotechnics; & confetti.

Sample of Shows Fired by Shaun Hoard:

Goose Pond Colony-2017
Gokuldhham Diwali - 2017
Jackson, AL - 2016
Alabama A&M – 2018

MOST RECENT SHOWS:

Fun Spot America 7/6/19
City of Griffin 7/4/19
Hampton House 6/29/19
Auburn Baseball 5/3/19
ATL Motor Speedway 4/6/19
Tallapoosa GA NYE 12/31/18
Peanut festival, Dothan AL 11/10/18
Boy Scouts of America 11/3/18
Rome Braves 4/7/18; 7/3/18; & 8/25/18
City of Madison 7/4/18
Hampton House 6/30/18

ALABAMA

ALABAMA PYROTECHNICIAN PERMIT

PYROTECHNIC DISPLAY OPERATOR

HOARD SHAUN

25 GLEN DAVIS RD.

OXFORD, AL 36203

XXX-XX-2422

Permit No: P-38

Permit Date: 4/17/2019

Expiration Date: 12/31/2021

No person with Pyrotechnic License may display fireworks unless the person is employed by a licensed Alabama Pyro Contractor.



State Fire Marshal

STATE OF ALABAMA

ALABAMA PYROTECHNICIAN PERMIT

This is to certify that all requirements of the State of Alabama have been met by virtue of the Code of Alabama, 1975, Chapter 8-17-230.

Permit Type: PYROTECHNIC DISPLAY OPERATOR

Name: HOARD SHAUN

Permit No: P-38

Status: APPROVED

Expiration Date: 12/31/2021



Alabama Department of Insurance

State Fire Marshal



Ralph T. Hudgens

State of Georgia
Office of
Georgia Safety Fire Commissioner

No. 0304

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 18, 2018
Expiration Date: December 31, 2019

OPERATORS

Regulatory Fee: \$1,500.00

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

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-057-50-1K-00054

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

October 1, 2021

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

C.F.O.
Position/Title

James J. Oetken
Printed Name

11-27-2018
Date

Previous Edition is Obsolete J & M DISPLAYS INC:18064 170TH AVE:52660-9772:5-IA-057-50-1K-00054:October 1, 2021:50-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
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 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-057-50-1K-00054

License/Permit Type: 50-MANUFACTURER OF EXPLOSIVES

Expiration: October 1, 2021

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



THIS IS TO CERTIFY THAT

J&M Displays, Inc.

IS A MEMBER IN GOOD STANDING

FOR THE YEAR 2019

As such, this firm is committed to the American Pyrotechnics Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry.

Michael Collar – APA President

Julie L. Heckman – APA Executive Director

Preserving and Promoting an American Tradition



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



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 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No., Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Indemnity Insurance Co.	
	INSURER B: Everest National Insurance Company	
	INSURER C: Maxum Indemnity Company	
	INSURER D: Axis Surplus Insurance Company	
INSURER E:		
INSURER F:		

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC			SI8ML00060-181	1/15/2018	1/15/2019	EACH OCCURRENCE \$1,000,000 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 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00033-181	1/15/2018	1/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EXC6028118-03	1/15/2018	1/15/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	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**CANCELLATION**J & M Displays, Inc.
18064 170th Avenue
Yarmouth IA 52660

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

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



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2018-2021**

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: 050718550086AC Effective: July 1, 2018 Expires: June 30, 2021

HM Company ID: 11991

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

1200 New Jersey Ave., S.E.

Administration

Washington, DC 20590

December 18, 2017

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: December 18, 2017

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 December 18, 2017 and remain effective through January 31, 2020 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

USDOT Number: 377461 Date Received: 01/18/2018

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 failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and 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 Clearance Officer, Federal 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 12:00 noon on this 18th day of Jan, 2018

Amending Policy Number: SI8CA00033-181 Effective Date: 01/15/2018

Name of Insurance Company: Everest National Insurance Co.
477 Martinsville Rd, PO Box 830, Liberty Corner, NJ, 07938

Countersigned by: Donna Ernst
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- 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 \$ NA for each accident in excess of the underlying limit of \$ NA 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: 9086043264.

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, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

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 anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

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 18
Amending Policy No. EXC6028118-03 Effective Date 1/15/2018
Name of Insurance Company Maxum Indemnity Ins. Co.
Countersigned by Randi A. Dwyer
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: 216-658-7878.

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

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^f, and _____, hereinafter referred to as Buyer^f.

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.

Aerial Shells

2.5 inch color shell assortments

Assortment A Of 30 Different J&M Brand Shells

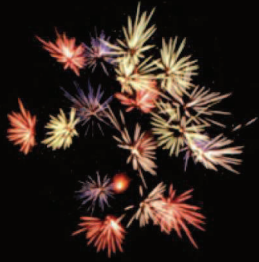
Blue And Autumn Gold
Blue And Lemon Dahlia
Blue And Red Peony
Blue And Silver Peony
Blue Crossette
Glittering Willow
Gold Glitter To Magenta
Green And Red Peony
Green Dahlia
Green Strobe
Lemon And Magenta Dahlia
Lime Crossette
Lime Dahlia And Autumn Gold
Lime To Twilight Glitter
Magenta Crossette
Magenta To Twilight Glitter
Mix Green And Purple Dahlia
Orange To Twilight Glitter
Pastel Dahlia
Purple Palm
Red And Silver Peony
Red Crossette And Twilight Glitter
Red Glitter Willow
Red Peony
Red Strobe
Rosy Grass
Sky Blue And Orange Dahlia
Violet Dahlia And Autumn Gold
White Strobe
Yellow And Green

Assortment C Of 30 Different J&M Brand Shells

Autumn Gold
Blue Dahlia
Blue Peony
Blue To Twilight Glitter
Crackling Palm
Gold Glitter To Green
Green Crackle Palm
Green Crossette
Green Glitter Willow
Green Peony
Green To Twilight Glitter
Lemon And Purple Peony
Lemon Crossette
Lemon Peony
Lime Peony
Magenta Peony
Orange And Green Dahlia
Orange Peony
Purple Crossette
Purple Peony
Purple To Twilight Glitter
Red Crackle Palm
Red Crossette
Red Dahlia
Red To Twilight Glitter
Sky Blue And Magenta Dahlia
Sky Blue Peony
Violet And Lime Dahlia
Violet Peony
White Dahlia

Assortment D Of 30 Different J&M Brand Shells

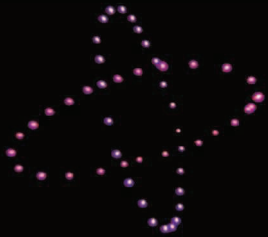
Blue And White Peony
Blue Peony
Blue Spiderweb
Brocade Crown To Green
Brocade Crown With Strobe
Gold Chrysanthemum
Gold Tremalon Diadem
Golden Wave To Blue
Golden Wave To Green
Golden Wave To Purple
Golden Wave To Red
Golden Wave To Variegated
Green Chrysanthemum
Green Spiderweb
Purple And Green Peony
Purple Chrysanthemum
Purple Spiderweb
Red And Blue Peony
Red And Green Peony
Red And White Peony
Red Peony
Red Spiderweb
Red Strobe
Ripples To Silver Wave
Silver Crown
Silver Peony
Silver Spiderweb
Variegated Dahlia
White Strobe
Yellow Chrysanthemum



Shell of Shells



**Red Peony with
Coconut Tree Pistil**



**Cross Rings
4"**



**Blue Peony with
Coconut Tree Pistil**

Aerial Shells

3 inch color shell assortments

Assortment B Of 20 Different J&M Brand Shells (low fallout)

Blue To Lemon Peony
Blue To Orange To Crackling
Blue With Wave
Chrysanthemum To Ocean Blue
Chrysanthemum With Crackling
Crackling Flower
Green To Crackling
Half Blue And Half Yellow
Half Green And Half Yellow With Wave
Half Lemon Half Orange With Wave
Lemon With Wave
Orange With Wave
Pink Dahlia
Pink To Crackling Flower
Purple Peony
Red To Silver Strobe
Reddish Gamboge To White With Wave
Silver Strobe
Wave To Green
Wave To Red

Assortment C Of 20 Different J&M Brand Shells

Chartreuse And Purple
Chartreuse Dahlia
Chrysanthemum To Blue
Chrysanthemum To Red
Chrysanthemum To White
Green And Blue With Crackling Pistils
Half Green Peony And Half Silver Crown
Half Lemon And Half Pink With Crackling Pistils
Half Sea Blue Peony And Half Brocade Crown
Half Wave To Green And Half Wave To Red
Orange And Blue
Orange Dahlia
Pink Ring With Crackling Pistils
Sea Blue And Lemon
Silver Crown Ring
Titanium Willow
Wave To Purple
Wave To Purple And Green
White Flashing Willow
Willow With Multi Flash

Assortment D Of 20 Different J&M Brand Shells (low fallout)

Aqua And Gold Peony
Aqua And Silver Glitter
Blue Peony With Red Ring
Blue To Silver Peony
Blue With Silver Palm Pistil
Glittering Silver To Green Chrysanthemum
Glittering Silver To Red Chrysanthemum
Gold Glitter To Green With Purple Pistil
Half Lemon And Half Purple With Golden Wave Ring
Half Red Half White Peony
Orange And Lime Peony
Orange And Silver Glitter
Orange Dahlia
Purple And Yellow Peony
Purple Dahlia
Red And Blue Dahlia With Silver Glitter
Red And Green Dahlia
Sky Blue And Magenta Umbrella
Violet And Aqua Peony
Violet And Pink Champagne Dahlia

Assortment F Of 20 Different J&M Brand Shells

Blue Spiderweb
Brocade Crown To Purple
Diadem Chrysanthemum To Red
Gold Strobe Willow
Gold Tremalon Diadem
Golden Wave To Green
Golden Wave To Purple
Golden Wave To Yellow
Green Flower Rain
Green Spiderweb
Purple Spiderweb
Red Spiderweb
Red Strobe
Red White Blue Dahlia
Ripples To Blue Wave
Silver Crown With Small Flowers Pistil
Silver Spiderweb
Strobing Palm Tree
White Spiderweb Ring
White Strobe

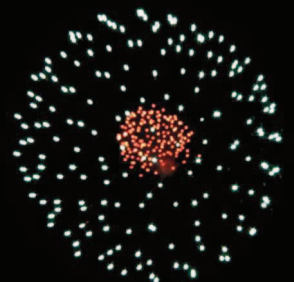
Assortment H Of 20 Different J&M Brand Shells



**Color Changing
Peony with Pistil**



**Eight Flowers
Chrysanthemum**



**Blue Peony with
Gold Pistils**



**Red Tracer
4", 5"**

Aerial Shells

Aqua Coconut
Blue And Flower Wave
Blue Dahlia
Brocade Crown Ring With Silver Strobe Pistil
Brocade Crown To Lemon And Pink
Flower Crown With Green Pistil
Half Blue Half Lime
Half Green Ring Half Silver Crown
Half Orange Half Aqua
Half Pink Half Sea Blue Peony
Lime Peony With Silver Crown Ring
Multicolor Peony With Silver Coco Pistil
Orange And Flower Wave
Purple And Flower Wave
Purple Chrysanthemum With Flower Wave Ring
Red And Flower Wave
Red Dahlia
Silver Dahlia
Silver Palm Tree
White Chrysanthemum

Assortment I Of 20 Different J&M Brand Shells Assortment L Of 20 Different J&M Brand Shells

Autumn Gold
Blue To Lime Peony
Brocade With Red Strobe Pistil
Gold Willow To Crackle With Crackle Pistil
Green Crackle Palm
Lemon Crossette
Lime And Violet Dahlia
Orange And Green Strobe
Orange Dahlia With White Glitter
Pink Champagne And Violet Peony
Purple Peony With Green Strobe Pistil
Purple To Twilight Glitter
Red And Green Peony To Crackle
Red Glitter Crossette
Red Peony With Silver Strobe Pistil
Silver Cascade Crossette
Silver Cascade To Blue
Silver To Multicolor (Red Blue Green Purple)
Sky Blue With Orange Strobe Pistil
Twilight Glitter To Green

Assortment M Of 20 Different J&M Brand Shells

Blue Chrysanthemum
Blue Willow
Crackling Green Peony
Gold Rain
Gold Strobe
Gold Tremalon Diadem
Green Chrysanthemum
Green Flower Rain
Green Ring
Purple Dahlia
Purple Peony With Glittering Silver Palm Tree Core
Purple Willow
Red Chrysanthemum
Red Ring With Silver Palm Tree Core
Red Willow
Ripples To Purple Wave
Ripples To Silver Wave
Silver Wave To Purple
White Chrysanthemum
White Willow

Assortment N Of 20 Different J&M Brand Shells

Blue And Flower Wave
Blue Peony With Crackling Pistils
Brocade Crown
Flower Wave
Flower Wave With Red Pistil
Green Chrysanthemum With Crackling Pistils
Green Ring With Flower Wave Pistils
Half Purple Half Green Chrysanthemum
Half Yellow Half Red Peony
Mix Green And Silver Peony
Multi Color Peony
Purple Peony With Coconut Pistils
Silver Crown
Silver Palm Tree
Silver Wave Green
Spider
White Strobe
Yellow Peony With Coconut Pistils
Yellow Peony With Crackling Pistils
Yellow Wave

Assortment Q Of 10 Different Pairs J&M Brand Shell

Blue Peony With Palm Pistil
Golden Wave To Green
Golden Wave To Red
Golden Wave To Variegated
Purple And Gold Peony
Purple And Silver Peony
Purple Peony With Palm Pistil
Red And Green Peony
Red Peony With Palm Pistil
Yellow And Green Peony



Orange Strobe
4", 5", 6"



Artillery
3", 4", 5", 6"



**Two Break Red,
White, and Blue
with Artillery - 4"**



Crossette

Aerial Shells

3 inch color shells

Blue Peony
Blue Ring Pattern
Four Color Peony
Glittering Willow
Glittering Willow Ring
Glittering Willow Waterfall
Half And Half Peony Assorted
Half Sea Blue Peony And Half Brocade Crown
New Color Peonies Assorted
Peony Assorted
Pink Peony
Red And Blue Dahlia
Red Peony
Red Ring Pattern
Red, White, And Blue Peony
Silver Spike
Variegated Peony With Crackling Pistil
White Peony
White Ring Pattern
Willow With Strobe Pistil

3 inch fancy color shells

Artillery
Blue To Bright Red Peony
Brocade Crown With Silver Strobing Pistil
Chrysanthemum With Crackling Assorted
Color Chrysanthemum To Spangle With Crackling Assorted
Color To Flash Peony, Assorted
Crackling Kamuro
Crackling Small Flowers
Crossette Assorted
Flower Crown With Red Strobe Pistil
Glittering Gold To Emerald Kamuro With Strobe Pistil
Glittering Silver To Two Color Change Assorted
Glittering Silver To Variegated
Gold Lace Kamuro
Gold Lace Kamuro With Variegated Pistils
Gold Palm Tree With Gold Trunk
Gold Willow With Multicolor
Golden Spangle Chrysanthemum
Golden Wave To Variegated
Half Red Half Blue With Silver Peony Ring
Kamuro Chrysanthemum
Kamuro Chrysanthemum With Crackling
Kamuro To Flickering With Crackling Pistil
Kamuro With Pistils Assorted
Multi-color Comets
Red Gamboge To Color Change Chrysanthemum Assorted
Red Gamboge To Flash Chrysanthemum
Red Gamboge To Flickering Silver Chrysanthemum
Red Gamboge To Multi-color Swimming Chrysanthemum
Red Gamboge To Variegated
Silver Palm Tree With Silver Trunk
Spangle Chrysanthemum With Crackling
Strobe With Ring, Assorted
Variegated Diadem Chrysanthemum With Variegated Pistil
Variegated Peony To Crackling
White Flashing Willow

3 inch special effect shells

Aqua, Orange And White Flitter
Artillery
Artillery Titanium
Blue With Reports
Blue With Whistles
Blue, Yellow And Pink
Charcoal Glittering Crossette
Color And Report
Color Whistle With Reports
Color With Reports
Green Strobe
Green With Silver Serpents
Green With Whistles
Happy Face Pattern
Heart Pattern Shell
Lemon Strobe
Multicolor Strobe
Orange And Yellow With Reports
Orange Strobe
Orange With Silver Serpents
Pink And Lemon With Silver Serpents
Purple And Orange With Silver Serpents
Red And Blue With Artillery
Red And Blue With Silver Serpents
Red And Blue With Whistles
Red Strobe
Red Wave With Reports



**Red and Blue
Dahlia**



Red Bees 5"



**Half Blue
Half Yellow Peony**



**Gold Lace
Kamuro
3" through 12"**



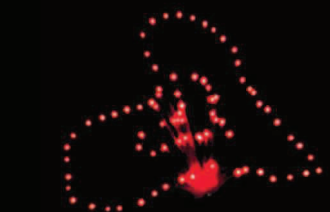
**Half Purple, Half
Green with Half
and Half Pistils
5", 10"**



Gun Fighting - 5"



**Red, White, Blue
Star Patterns - 5"**



Double Heart - 5"

Aerial Shells

Red With Whistles
Silver Spinners
Silver Spinners To Reports
Spinning Silver Reports With Red And Blue Stars
Three Break Red, White, Blue Ring
Tourbillion With Reports
Tourbillion With Reports With Red And Blue Stars
Tourbillion With Reports With Variegated Stars
Variegated Meteor Shower
White Strobe

4 inch color shell assortments

Assortment A Of 20 Different J&M Brand Shells

Blue Peony With Red Pistil With Silver Crown Ring
Blue Peony With White Crossette Ring
Glitter Rays With Aqua
Glitter Rays With Purple
Gold Strobe Willow
Green Strobe Willow
Half Aqua Half Orange Peony With Silver Crown Ring
Half Multicolor Ring Half Willow
Multicolor Chrysanthemum
Multicolor Dahlia With White Strobe Pistil
Orange Peony With Aqua Pistil
Purple And Twinkling Dahlia
Purple To Yellow Peony
Red And Green Go Getters
Red To Brocade
Silver Strobe Willow
Silver Wave To Blue And Green
Silver Wave To Green
White Strobe With Pink Pistil
Willow To Silver

Assortment B Of 20 Different J&M Brand Shells

Autumn Gold With Strobe Pistil
Blue Red And Silver Glitter
Blue To Silver Strobe
Blue With Red Glitter Crossette Ring
Brilliant Brocade Chrysanthemum
Brocade With Green Strobe Pistil
Gold Peony With Crackle Pistil
Gold Willow To Strobe
Green Glitter Willow
Half Multicolor Pastel Half Autumn Gold
Lemon Bees
Lemon Crossette
Magenta Bees
Magenta Sunflower
Multicolor Crossette
Purple With Crackling Palm Core
Red To Silver Strobe
Silver Crackling Flower Palm Tree With Tail
Sky Blue With Silver Glitter Crossette Ring
Violet Dahlia With Lemon Strobe

Assortment C Of 20 Different J&M Brand Shells

Blue Crossette
Blue Dahlia With White Strobe Pistil
Gold Willow To Blue With Red Pistil
Gold Willow To Red With White Pistil
Gold Willow To White With Blue Pistil
Green Palm With Red Strobe Pistil
Lemon To Magenta With Silver Strobe Pistil
Lime Crossette
Magenta And Twilight Glitter
Magenta Crossette
Multicolor Pastel With Silver Palm Pistil
Orange Crossette
Purple And Lemon Peony To Crackle With Silver Palm Core
Red Glitter Willow With Silver Strobe Pistil
Red Ring With Green Strobe Pistil
Silver Glitter Willow With Red Strobe Pistil
Sky Blue And Lime Peony To Crackle With Silver Palm Core
Twilight Glitter To Blue With Red Strobe Pistil
Twilight Glitter To Red With Blue Pistil
White Dahlia And Red Strobe

Assortment D Of 20 Different J&M Brand Shells (low fallout)

Aqua Peony With Palm Pistil
Glittering Silver To Green
Gold Wave To Aqua Bowtie With Silver Ring
Green Peony With Silver Palm Pistil
Half Green Half Orange With Silver Glitter Ring
Half Lemon Half Magenta With Silver Glitter Ring
Lemon Chrysanthemum
Lime Peony With Silver Palm Pistil
Magenta Chrysanthemum
Midnight Snow Ring With Purple Pistil
Midnight Snow With Violet And Lime Dahlia Ring
Multicolor Coconut
Orange And Blue Mixed Peony
Orange Lime Sky Blue Peony With Palm Pistil
Pink Champagne To Violet
Red Peony With Blue Heart
Silver Glitter And Blue
Silver Glitter And Red
Silver Glitter To Purple To Lemon With Green Strobe Pistil

Aerial Shells

Violet Peony With Silver Palm Pistil

Assortment F Of 20 Different J&M Brand Shells

Blue Peony With Silver Palm Core
Blue Spiderweb
Color Flower Rain
Gold Tremalon Diadem
Golden Wave To Half Green, Half Purple
Green And Blue Chrysanthemum
Green Peony With Gold Palm Core
Green Spiderweb
Half Blue Half Red With Silver Crown Ring
Half Purple Half Green With Gold Wave Ring
Half Red Gamboge To Variegated Half White Spiderweb
Purple Peony With Gold Palm Core
Purple Spiderweb
Red Gamboge Chrysanthemum To Yellow
Red Gamboge To Blue Chrysanthemum With Red Spiderweb Ring
Red Peony With Silver Palm Core
Red Spiderweb
Silver Peony With Red Pistil
Silver Spiderweb
Yellow Moving Star

Assortment G Of 20 Different J&M Brand Shells

Blue Crackling Dahlia
Blue Peony With Coco Pistils
Blue To Red With Wave
Blue To Silver Strobe
Chrysanthemum To Crackling Coconut
Chrysanthemum To Crackling Flower
Chrysanthemum To Purple With Ring Of Lemon With Wave
Golden Palm Tree With Gold Trunk
Green Crackling Dahlia
Green To Blue To Crackling
Green With Wave To Silver
Lemon Chrysanthemum
Lemon Peony With Palm Pistil
Lemon To Blue Peony
Orange Crackling Dahlia
Orange With Wave Pistils
Pink To Blue Peony
Purple With Wave Pistil
Red Strobe Coconut
Variegated Color With Wave To Crackling Flower

Assortment H Of 20 Different J&M Brand Shells

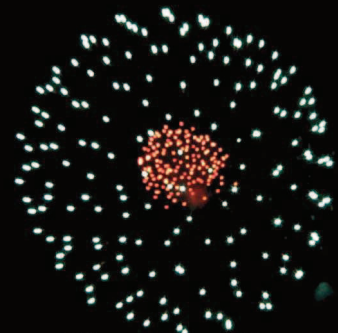
Blue Peony To Red Chrysanthemum
Blue To Crackling Flower
Crackling Chrysanthemum With Crackling Pistil
Crackling Flower
Crackling Silver Palm
Fancy Willow To Crackle
Glitter Crossette
Glittering Green Chrysanthemum
Glittering Lemon Coconut
Green Chrysanthemum With Pistil
Half Glittering Willow Half Light Blue Peony
Lemon And Pink Ring
Lemon And Purple Dahlia
Orange To Blue Chrysanthemum
Red Peony With Red To Silver To Crackling Ring
Silver Chrysanthemum
Silver To Red Chrysanthemum
Willow With Strobe Pistil
Yellow Flower Chrysanthemum
Yellow To Red Crossette

Assortment O Of 20 Different J&M Brand Shells (low fallout)

Blue And Yellow Peony
Blue Chrysanthemum With Red Pistils
Blue Peony With Green Ring
Blue Spiral
Colorful Double Circles
Green Peony With Palm Pistils
Green Wave
Half Green And Half Silver
Half Purple And Half Yellow Peony
Half Red And Half Green
Half Yellow Chrysanthemum Half Green Chrysanthemum
Pink And Blue Chrysanthemum
Pink Peony With Palm Pistils
Purple And Green Peony
Purple Peony With Silver Ring
Red To Blue Chrysanthemum
Red To Silver Peony
Variegated Chrysanthemum
Variegated Peony And Golden Wave To Silver
Yellow Wave

Assortment P Of 20 Different J&M Brand Shells

Blue Peony With Glittering
Brocade Crown To Blue
Brocade Crown With Silver Strobing Pistil
Gold Rain With Palm Core
Green And Orange Chrysanthemum
Green Chrysanthemum With Golden Palm Core
Green To Crackling Crossette



**Silver Bow tie
with Red Ring - 5"**



**Red Crossette
5"**



**Purple Peony
with
Palm Core Pistils**



**Blue to Silver
Peony with Red
Pistils - 5"**



Spiral Ring Pattern
4", 5", 6"



Pink and Yellow Dahlia - 4", 5"



Pink, Orange and Sea Blue Dahlia



Rainbow crossette
4", 5", 6"

Aerial Shells

Mix Color Chrysanthemum With Strobe Pistil
Mixed Color Peony With Brocade Crown To Silver Ring
Orange Peony To Crackling
Red Coco Crossette
Red Gambodge Chrysanthemum To Purple
Red Gambodge Chrysanthemum To Strobing
Red Peony To Diadem Crown
Silver Crown To Purple
Silver Wave To Red
Silver Willow
Three Atomic Rings (Red Blue Gold)
Yellow Crossette
Yellow Peony With Blue Palm Tree Core

4 inch color shells

Blue Peony
Blue, Lemon And Pink Glittering Coconut With Glitter Tail
Brocade Ring
Chrysanthemum To Swish, Assorted
Fancy Willow To Crackle
Four Color Peony
Glitter Crossette
Glittering Willow
Glittering Willow Waterfall
Glittering Willow With Blue Pistil
Gold Chrysanthemum
Gold Cross Rings
Half Glittering Willow Half Light Blue Peony
Half Golden Wave To Purple Half Yellow Spiderweb
Lemon To Magenta With Silver Strobe Pistil
Multicolor Peony
New Color Peonies Assorted
Peony Assorted
Pink Dahlia
Red And Blue Dahlia With Silver Glitter Pistil
Red Peony
Two Color Dahlia, Assorted
White Peony

4 inch fancy color shell assortments

Assortment X Of 10 Different J&M Brand Shells

Autumn Gold And Orange Dahlia
Green To White Glitter
Lemon And Purple Sizzling Comets
Lime Dahlia With Orange Bees
Orange Lime Magenta Dahlia
Orange Palm Ring With Green Pistil
Purple And Midnight Snow Cross Rings
Red And Blue Crackle Palm
Red And Silver Cascade Mixed Crossette
Twilight Glitter And Magenta Dahlia

Assortment Z Of 10 Different J&M Brand Shells

Blue Orange Silver Glitter Dahlia
Brocade With Orange Strobe Pistil
Gold Brocade
Green Strobe With Silver Kamuro Ring
Midnight Snow Ring With Sky Blue Inner Ring
Multi-color Bees
Pink Lemon And Silver Glitter Dahlia
Purple And Gold Glitter
Silver Glitter Crossette
Variegated Pastel

4 inch fancy color shells

Brocade Crown With Silver Strobing Pistil
Colored Bees Assorted
Crossette Assorted
Flower Crown With Red Strobe Pistil
Glitter Crossette
Glittering Gold To Ruby Kamuro With Strobe Pistil
Glittering Silver To Color Assorted
Gold Palm Tree With Gold Trunk
Gold Spider To Purple And Green
Green And Purple Dahlia With Gold Strobe
Green To Dark To Purple
Half Blue And Half Red With Midnight Snow Ring
Multi-color Comets
Pink And Lemon Dahlia
Rainbow Colored Dahlia With Glittering Pistil
Rainbow Crossette
Red And Blue Dahlia With Silver Bees
Red And Green Crossette Ring
Red Coconut Crossette
Red Gambodge To Yellow
Red To Dark To Blue
Reddish Gambodge To Color, Assorted
Ring In Ring, Assorted Colors
Silver Palm Tree With Silver Trunk
Snail Pattern
Spiral Ring Pattern
Three Color Comet Shell With Pistil, Assorted
Tracer Assorted
White Flashing Willow

Aerial Shells

4 inch special effect shells

Aqua And Orange With Silver Serpents
Artillery
Blue To Flickering Silver Peony With Red Pistil
Brocade Crown Crossette With Brocade Crown Trunk
Chrysanthemum With Crackling Assorted
Color And Five Timed Report
Color And Report
Color And Tourbillion And Titanium Report
Color Whistle And Report
Color/cannonade X 2 With Report
Crackling Kamuro
Crackling Kamuro With Swimming And Spangle
Crackling Small Flowers
Crackling Tail To Crackling
Double Crackling
Double Petal Chrysanthemum (assorted)
Draw Out Shell
Glitter Silver To Blue To Red With Spangle Pistil
Glittering Palm With Glittering Trunk
Glittering Silver To Blue To Crackling With Crackling
Glittering Silver To Blue To Red With Spangle Pistil
Glittering Silver To Green To Purple
Glittering Silver To Multi Color Chrysanthemum With Pistil
Glittering Silver To Red To Blue Chrysanthemum
Glittering Tail To Variegated Electric
Go-getter Assorted Colors
Gold Flitter Crossette
Gold Lace Kamuro
Gold Lace Kamuro With Spangle Pistils
Gold Lace Kamuro With Variegated Pistils
Gold Rain Dadelion With Gold Rain Trunk
Gold Spider Crossette
Gold Waterfall
Golden Spangle Chrysanthemum
Golden Wave To Bright Red Green And Purple
Golden Wave To Colored And Spangle Chrysanthemum
Golden Wave To Purple Blue And Red Chrysanthemum
Golden Wave To Red To Silver
Green And Purple With Silver Serpents
Green And Whistles
Green Strobe
Happy Kamuro Chrysanthemum
Heart Pattern Shell
Kamuro Chrysanthemum
Kamuro Chrysanthemum With Crackling
Kamuro Palm Tree
Lemon And Purple With Artillery
Lemon Strobe
Lemon With Whistles
Multicolor Dahlia With Spangle Crackling Pistil
Multicolor Palm Tree
Orange And Green With Artillery
Orange Strobe
Pink, Aqua, Orange, Chartreuse And White Flitter
Red And Blue With Artillery
Red And Blue With Silver Serpents
Red And Blue With Whistles
Red Gamboge To Crackling With Red Swimming Pistil
Red Gamboge To Flickering Silver Chrysanthemum
Red Strobe
Reporting Comets With Strobe And Color
Saturn With Kamuro Ring, Assorted
Saturn With Ring, Assorted
Screaming Whistles And Effect
Silver Spinning Reports With Red And Blue Stars And Heavy Report
Six Timed Reports
Spangle Chrysanthemum With Crackling
Spangled Chrysanthemum With Gold Willow Pistil And Purple Ring
Spinning Silver Reports With Red And Blue Stars
Spinning Silver Reports With Variegated Stars
Three Break Red, Silver Blue Dahlia And Report
Thunder With Blue Stars And Whistles And Heavy Report
Thunder With Blue, Glitter And Heavy Report
Tourbillion With Reports With Red And Blue Stars
Tourbillion With Reports With Variegated Stars
Twilight Glitter Comets
Twinkling Silver Willow
Two Break Peanut Shell, Assorted
Variegated Diadem Chrysanthemum With Variegated Pistil
Variegated Meteor Shower
Variegated Peony To Crackling
Vortex Color Crossette Ring, Assorted
Vortex Red And Blue Crossette Ring
Whistle And Thunder
White Flitter Crossette
White Strobe

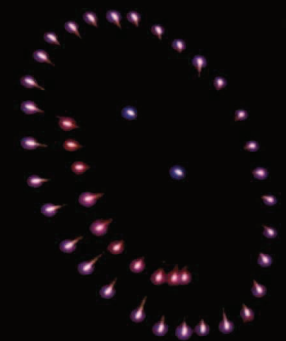
5 inch color shell assortments

Assortment A Of 15 Different J&M Brand Shells (low Fallout)

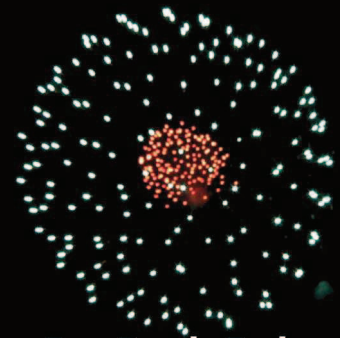
Blue To Red With Strobe Pistil
Blue With Crackling Flower Pistil
Chrysanthemum To White With Orange Pistils



Rainbow Dahlia
4", 5", 6"



Happy Face
4", 5", 6"



Two Break: Red and Blue Dahlia to Reports 5"



Brocade silver ring with small flowers
8"



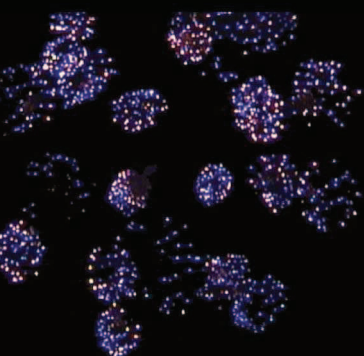
**Happy Stars
150 Shot Cake**



Crossette



Saturn Shell



**Thousand Blue
Chrysanthemums
with Gold Willow
Pistil**

Aerial Shells

Crackling Peony With Glittering To Red Ring
Flashing To Blue With Red Pistil
Green Peony With Crackling With Flash Willow Pistil
Green To Crackling With Crackling Pistil
Green To Silver Strobe With Purple Pistil
Half Green And Half Blue With Palm Pistil
Lemon To Blue To Orange
Red Flash
Red To Silver Strobe With Green Pistil
Silver Crackling Flower Palm Tree
Silver Flashing To Red
Silver To Lemon With Purple Pistil

Assortment B Of 15 Different J&M Brand Shells

Brocade Crown With Silver Crown Ring And Silver Strobe
Chartreuse Pistil With Sun Ring
Glitter Rays With Magenta Pistil
Gold Willow With Multicolor Pistil
Half Green And Half Blue With Flower Crown Ring
Lemon Dahlia With White Strobe To Report
Mixed Red Green Blue Purple And Flower Rays
Purple Ring Brocade Bowtie
Red And Silver And Blue Dahlia
Red Gamboge To Silver Strobe With Green Falling Leave
Silver Crown With Lemon And Purple Dahlia Pistil
Silver Strobe Red Fish
Two Crisscross (lemon/purple) With Time Rain Pistil
White Flickering Crossette
White With Silver Strobe Pistil

Assortment C Of 15 Different J&M Brand Shells

Blue And Orange Crossette
Blue And Red Dahlia With Silver Glitter Crossette Ring
Blue With Orange Strobe Pistil
Double Ring Magenta And Strobe To Crackle
Gamboge To Blue With Red Strobe Pistil
Gold Willow To Blue And White With Red Strobe Pistil
Green And Purple To Silver Glitter
Magenta And Lime Crossette
Mixed Color Peony To Crackle
Multicolor Pastel With Crackle Flower Brocade Pistil
Orange Magenta And Blue Dahlia With Crackle Flower Bro
Red And Silver Glitter With Blue Pistil
Silver Glitter To Blue With Red Strobe Pistil
Silver Glitter With Red Strobe Pistil
White And Red Dahlia With Blue Pistils

Assortment D Of 15 Different J&M Brand Shells

Aqua Crossette With Orange Strobe
Aqua Peony With Glittering Silver Ring
Gold Brocade With Magenta Pistil
Gold Glitter And Purple
Green To Crackle With Crackle Pistil
Half Blue And Half Red Peony With Twinkling Kamuro Pis
Lemon + Sky Blue Peony + Magenta
Orange Chrysanthemum With Silver Ring
Purple Dahlia With Green Scattering
Red + Blue Scattering With Silver Glitter
Red Crossette And Silver Strobe
Red To Brocade
Silver Crackling Palm Tree
Silver Glitter To Blue With Blue Pistil Bowtie
Violet With Willow Pistil

Assortment F Of 15 Different J&M Brand Shells

Blue Peony In Silver Flying Dragon
Blue Peony With Gold Rain Palm Core
Color Embroider Ball
Corrolla To Blue With Red Pistil
Gold Glittering And Blue Stars
Gold Glittering Willow With Red Strobe Pistil
Mixed Green And Blue Chrysanthemum With Brocade Crown Pistil
Mixed Magenta And Emerald Chrysanthemum With Gold Strobe Pistil
Mixed Orange And Purple Chrysanthemum With Flashing Willow Pistil
Night Snow To Blue With Night Snow To Red Ring
Night Snow To Red
Red To White Strobe With Blue Dahlia Ring
Super Brocade Crown To Purple
White Stars With Red Crossette
White Strobe With Red And Green And Lemon Crossette Ring

Assortment G Of 15 Different J&M Brand Shells

Blue Peony With Palm Pistil
Crackling
Golden Wave To Green
Golden Wave To Red
Golden Wave To Variegated
Green Peony With Palm Pistil
Purple And Gold Peony
Purple And Silver Peony
Purple Peony With Palm Pistil
Red And Green Peony
Red Peony With Palm Pistil
Silver Palm Tree
Variegated Peony With Palm Pistil
Yellow And Green Peony
Yellow Peony With Palm Pistil

Aerial Shells

Assortment H Of 15 Different J&M Brand Shells

Brocade Chrysanthemum To Red Strobe
Brocade Crown With Silver Strobe Pistil
Crown To Glittering
Golden Wave To Blue To Gold Chrysanthemum
Golden Wave To Green With Crackling Pistil
Half Blue Chrysanthemum Half Red Chrysanthemum With Brocade Ring
Half Golden Wave To Purple Half Yellow Spiderweb
Pink Blue And Lemon Dahlia
Purple And Green Peony With Gold Palm Core
Purple Spiderweb With Purple Pistil
Purple To Brocade Crown
Red Gamb To Blue Chrysanthemum With Red Spiderweb Ring
Red Spiderweb
Silver Spiderweb With Green Ring
Silver Strobe Willow With Green Strobe Pistil

Assortment K Of 15 Different J&M Brand Shells (low fallout)

Blue Peony With Gold Palm Pistil
Blue To Silver Chrysanthemum With Gold Palm Pistil
Gold Peony With Blue Pistil
Golden Wave To Green Chrysanthemum
Golden Wave To Purple To Gold
Half Green Half Yellow Peony With Silver Palm Pistil
Half Purple Half Gold Chrysanthemum With Gold Wave Ring
Purple To Green With Silver Pistil
Red And Silver Chrysanthemum
Red Gamboge To Green To Blue With Gold Strobe Pistil
Red Gamboge To Purple To Silver Chrysanthemum
Red Peony With Gold Pistil
Red To Green To Silver Peony
Red To Yellow Peony
Variegated Chrysanthemum With Gold Palm Pistil

Assortment O Of 15 Different J&M Brand Shells

Blue Peony With Golden Glittering Pistils
Brocade Crown To Variegated Chrysanthemum
Brocade Crown With Glittering Pistils
Flower Wave To Red And Green
Glittering Big Willow
Golden Glittering With Red Pistils
Golden Spider Web
Golden Wave To Purple
Half Purple And Half Green With Brocade Crown Circle
Purple To Crackling With Crackling Peony
Red Cypas
Silver Circle With Blue Pistil With Brocade Crown To Silver
Silver Coconut With Circle With Red Pistils
Silver Crackling Willow With Silver Tail
Silver Spider

Assortment Q Of 15 Different J&M Brand Shells

Blue And Lime Green With Artillery
Blue Saturn With Pink And Lemon To Crackling Willow
Glittering Willow With Green Pistils
Half Blue Half Gold With Silver Palm Pistils
Half Glittering To Orange And Half Glittering To Chartreuse
Half Green And Half Orange To Crackling With Crackling Pistil
Purple To Silver Crossette Ring With Whistles
Purple To Silver Wave With Green With Pistils
Red And Blue Glittering Coconut
Red Glittering Crossette
Three Color Change Peony With Glittering Willow Pistil
Variegated Chrysanthemum To Crackling
Wave To Green Orange And Purple With Blue Pistil
Willow With Flickering With Purple And Lemon Dahlia Pistil
Willow With Strobe Pistil

Assortment V Of 15 Different J&M Brand Patriotic Shells

Blue To Red To White Strobe
Brocade Crown With Red And Blue Dahlia Pistil
Flower Wave To Red And Blue
Glittering To Red With Blue Pistil
Half Blue Half Red With Silver Coconut
Half Blue Half White With Red Palm Core
Half Red Bowtie Half Blue Bowtie With Silver Ring
Red And Blue Cypas
Red And Blue Peony With Silver Palm Pistil
Red And Blue With Titanium Artillery
Red Circle With Blue Pistil With Brocade Crown To Silver Circle
Silver Crackling Willow With Red And Blue Dahlia
Silver Strobe With Red And Blue Dahlia Ring
Silver Wave To Red And Blue
White Strobe With Red Crossette

5 inch color shells

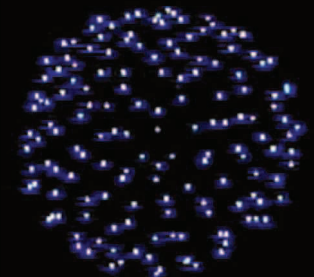
Blue Chrysanthemum With Crackling Palm Pistil
Blue Peony
Blue Saturn With Pink And Lemon To Crackling Willow Ring
Brocade Crown With Silver Strobing Pistil
Brocade Ring With Crackling Flower Pistil
Chrysanthemum To Blue To Orange
Chrysanthemum To Lemon Wave With Pink Pistil
Color To Dark To Color To Crackling
Crossette Ring With Crackling Pistils
Double Ring Magenta And Strobe To Crackle



**5" STAR pattern
available in red,
white or blue**



**Crossette
3", 4", 5", 6", 8"**



Blue Peony



**Silver ring with
small flowers
8"**



**Three Times Flowers
(Red, White, Blue)
6" and 8"**



**Red to White to
Blue to Silver - 8"**



**Silver spinning
reports with stars
& report
5", 6"**



**Purple Blue to
Flash- 5", 8"**

Aerial Shells

Fancy Willow To Crackle
Four Color Peony
Glittering To Blue With Green Pistil
Glittering Willow
Glittering Willow Waterfall
Glittering Willow With Aqua Dahlia Pistils
Glittering Willow With Pink Dahlia Pistils
Glittering Willow With Red And Blue Dahlia Pistils
Gold Chrysanthemum
Green To Blue With Wave Pistil
Half Red And Blue With Silver Ring
Half Red And Half Blue Peony With Silver Crown Ring
Multicolor Glittering Coconut
Multicolor Peony
New Color Peonies, Assorted
Peony Assorted
Pink And Lemon Dahlia
Purple To Silver Crossette Ring With Whistles
Red Peony
Red To Silver Strobe With Blue Pistil
Red Wave To Blue To White Strobe
Red, White, And Blue Peony
Reddish Gamboge To Green To Silver
Silver Spike
Silver To Dark To Silver Crackling
Silver Wave To Blue To Red
Tracer Assorted
White Peony
Willow With Strobe Pistil

5 inch fancy color shell assortments

Assortment S Of 10 Special J&M Brand 5 Inch Pattern

Blue Star Pattern
Four Leaf Clover
Heart Pattern
Purple And White Cross Rings
Purple Spiral Ring
Red And Silver Ring In Ring
Red Star Pattern
Red White And Green Triple Cross Rings
Smiley Face
White Star Pattern

Assortment X Of 10 Special 5 Inch J&M Brand Shells

Blue Peony With Gold Strobe Pistil
Brocade Crown With Silver Scatter
Flower Crown With White Strobe Horsetail (waterfall) Pistil
Green Peony With Flower Crown Horsetail Pistil
Half Blue Peony Half Red Peony With White Pistil And Silver Brocade
Half Green Half Purple Peony With Crackling Willow Ring
Purple Sunflower
Purple To Green Peony With Glitter Rays Pistil
Silver Strobe Waterfall With Red Go Getters
Variegated Coconut Tree

Assortment Y Of 10 Special J&M Brand Shells

Autumn Gold With Multicolor Falling Leaves
Green Dahlia And Silver Bees
Magenta Dahlia And Gold Glitter
Orange Dahlia With Green Strobe Pistil
Purple And Midnight Snow Two Layer Ring
Red And Silver Cascade Crossette Ring
Sky Blue Lemon And Orange Dahlia
Twilight Glitter Shell Of Shells
Twilight Glitter To Purple With Green Strobe Pistil
Twilight Glitter To Red With Bowtie Pistil

5 inch fancy color shells

Blue Bowtie With Silver Ring
Blue Peony To Silver Crown
Blue Star Pattern
Blue To Red With White Strobe Pistils
Brocade Crown With Silver Strobbing Pistil
Brocade With Green Strobe Pistil
Club Pattern
Color To Brocade Crown, Assorted
Colored Bees Assorted
Crossette, Assorted
Diamond Pattern
Double Crackling
Double Heart Pattern
Flower Crown With Red Strobe Pistil
Four Section Peony
Glitter Chrysanthemum
Glitter Crossette
Glitter Rays With Pistil, Assorted
Gold Palm Tree With Gold Trunk
Gold Waterfall
Gold Willow To Silver Glitter Two Layer Ring
Half Purple Half Green With Gold Brocade Ring
Heart Pattern Shell
Magnetic White With Color Pistil, Assorted
Multi-color Comets
Multicolor Falling Leaves
Rainbow Colored Dahlia With Glittering Pistil
Rainbow Crossette

Aerial Shells

Red Star Pattern
Red To Blue Crackling Crossette
Red, White, And Blue Crossettes, Assorted
Ring To Dark To Peony, Assorted
Saturn Star
Silver Bees
Silver Palm Tree With Silver Trunk
Spade Pattern
Three Color Comet Shell With Pistil Assorted
Two Times Scattering With Crackling Pistil
Variegated Peony To Silver
Whistles
White Star Pattern
White Strobe To Reports
Willow To Variegated With Rising Flowers

5 inch special effect shells

Battle In The Clouds
Blue And Yellow With White Flitter Crossette Ring
Blue Sunflower
Blue To Flickering Silver Peony With Red Pistil
Brocade Crown Crossette With Brocade Crown Trunk
Chrysanthemum To Crackling With Crackling Pistils
Color And 7 Timed Report
Color And Titanium Cannonade with Titanium Report
Color Shell Of Shells
Crackling Kamuro
Crackling Kamuro With Spangle Crackling Pistil
Crackling Kamuro With Swimming And Spangle
Crackling Small Flowers With Crackling Pistils
Double Palm Tree With Magenta Pistil
Draw Out Shell
Eight Timed Reports
Fireflower With Big Red Pistil
Ghost Green Peony With Red Petal
Ghost Red Peony With Blue Petal
Glittering Palm With Glittering Trunk
Glittering Silver To Blue To Purple To Gold
Glittering Silver To Blue To Red To Silver
Go-Getter Assorted Colors
Gold Flitter Crossette
Gold Lace Kamuro
Gold Lace Kamuro To Variegated Diadem
Gold Lace Kamuro With Peony With Swimming
Gold Lace Kamuro With Pistils
Gold Lace Kamuro With Spangle Pistils
Gold Lace Kamuro With Spangle Red And Blue Pistil
Gold Lace Kamuro With Variegated Pistils
Gold Rain Dadelion With Gold Rain Trunk
Gold Willow With Swimming Stars
Golden Wave To Colored And Spangle Chrysanthemum
Golden Wave To Purple Blue And Red Chrysanthemum
Green Strobe
Green Strobe Shell Of Shells
Half Magenta Half Aqua With Gold Lace Kamuro Ring
Happy Face Pattern
Happy Kamuro Chrysanthemum
Kamuro Chrysanthemum
Kamuro Chrysanthemum With Crackling
Lemon Strobe
Lemon, Magenta, Light Blue, Orange With White Strobe
Meteor, Assorted Colors
Midnight Snow With Blue Pistil
Midnight Snow With Red Pistil
Mixed Color Strobe Shell Of Shells
Multicolor Dahlia With Spangle Crackling Pistil
Multicolor Strobe
Orange Strobe
Orange, Lime, Magenta, Violet With White Strobe
Peony With Double Pistils, Assorted
Red And Green Strobe
Red Gamboge To Colored And Spangled
Red Gamboge To Crackling With Spangle Crackling Pistil
Red Gamboge To Red And Blue Chrysanthemum With Silver Pistil
Red Gamboge To Swimming With Multi-color Swimming
Red Strobe
Red, Blue And White Flitter Comets
Reporting Comets With Color And Heavy Report
Reporting Comets With Strobe And Color
Satellite Ring, Assorted
Screaming Whistles And Effect
Silver Spinning Reports With Red And Blue Stars And Report
Six Timed Reports
Spangle Chrysanthemum
Spangle Chrysanthemum With Gold Willow Pistil And Purple Ring
Spangle Willow
Spinning Silver Reports With Red And Blue Stars
Spinning Silver Reports With Variegated Stars
Sun And Planets And Titanium Report
Three Break Red, White, Blue Ring Of Reports
Thunder With Blue, Glitter And Heavy Report
Timed Reports To Heavy Report
Twinkling Silver Willow
Two Break Red And Silver Peony And Blue Crossette
Two Color Change To Flash Peony, Assorted
Variegated Diadem Chrysanthemum With Variegated Pistil
Variegated Meteor Shower
Variegated Peony To Crackling Balls



Red Dahlia



**Gold Lace Kamuro
3"-12"**



**Crossette Ring with
Crackling Pistils
5", 6"**



**Silver Meteor with
Red and Blue Pistil
6"**

Aerial Shells

Variegated To Crackling With Double Crackling
Variegated With Electric Tails
White Strobe

6 inch color shell assortments

Assortment C Of 10 Different J&M Brand Shells

Brilliant Brocade Chrysanthemum With Blue Core
Brocade With Green Strobe Pistil And Purple Flowers
Crackle Flower Brocade With Multicolor Bees
Half Aqua Half Purple With Gold Brocade Ring
Half Sky Blue Half Magenta With Silver Glitter Crossette Ring
Lemon And Purple Peony With Crackle Pistil
Orange And Lime Dahlia With Silver Strobe
Silver Brocade Diadem Chrysanthemum With Green Strobe Pistil
Silver Glitter With Red And Blue Pistil
Variegated Chrysanthemum With Thunder

Assortment D Of 10 Different J&M Brand Shells

Blue Chrysanthemum With Green Strobe Pistil
Blue Peony With Green Strobe Pistil
Gold Willow With Red Pistil
Green Peony With Purple Pistil
Green Peony With Red Strobe Pistil
Magenta With Red Pistil
Midnight Snow With Green Pistil
Purple With Big Chrysanthemum
Twilight Glitter To Red With Blue Pistil
Twilight Glitter With Purple Pistil

Assortment G Of 10 Different J&M Brand Shells

Blue Peony With White Twinkling Palm Core
Brocade Crown With Reports
Glitter Rays To Red With Blue Pistil
Gold Willow With Multicolor Leaves Pistil
Purple To White Peony With Green Pistil
Red Crackling Coconut With Silver Shell of Shells
Red To Blue To Silver Peony With Green Pistil
Silver Time Rain Willow
Silver Wave Blue To Red With Green Pistil
White Shining Peony With Red Strobe Pistil

Assortment J Of 10 Different J&M Brand Shells

Chrysanthemum To Silver With Silver Strobe Pistil
Color Crossette Ring With Crackling Pistil
Flashing Willow With Lemon And Purple Scatter
Glittering To Orange With Purple Pistil
Glittering To Variegated With Red Pistil
Lemon Wave To Blue To Orange Wave
Purple Peony With Glittering Lemon Palm Pistil
Silver To Red With Lemon Pistil
Two Times Crackling
Willow With Flickering And Reports

Assortment M Of 10 Different J&M Brand Shells

Chrysanthemum To Blue To Silver With Red Pistil
Chrysanthemum To Green To Silver With Purple Pistil
Flashing To Lemon Wave With Red Pistil
Glittering To Blue With Pink Pistil
Green To Blue To Silver Strobe With Lemon Pistil
Green To Orange With Wave Pistil
Orange To Ocean Blue With Palm Pistil
Orange With Silver With Blue Pistil
Orange With Wave To Green To Lemon With Wave
Silver To Green With Purple Pistil

Assortment P Of 10 Different J&M Brand Shells (low fallout)

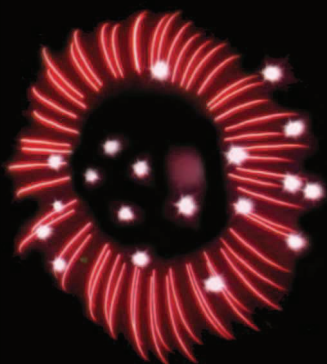
Blue Peony With Palm Pistil
Golden Wave To Green
Golden Wave To Red
Golden Wave To Variegated
Purple And Gold Peony
Purple And Silver Peony
Purple Peony With Palm Pistil
Red And Green Peony
Red Peony With Palm Pistil
Yellow And Green Peony

Assortment Q Of 10 Different J&M Brand Shells (long duration)

Blue Spiderweb With Red Strobe Pistil
Gold Willow With Silver Strobe Pistil
Green Chrysanthemum With Gold Palm Core
Green To Blue To Silver Peony
Green To Yellow Peony With Red Pistil
Half Blue And Half Yellow Peony With Gold Spiderweb Ring
Purple Spiderweb With Purple Falling Leaves
Red Gamboe To Red To Blue With Yellow Pistil
Red Spiderweb With Red Strobe Pistil
Silver Glitter Falling Leaves With Red To Blue Crossette Ring

Assortment V Of 10 Different J&M Brand Patriotic Shells

Blue And Silver Strobe Willow
Blue Dahlia With White Strobe
Crackling Brocade To Red With Blue Pistil
Diadem Chrysanthemum To Blue With Red Pistil
Flower Crown With Red Strobe Pistil
Half Red, Half Blue, With Silver Palm Pistil
Red And Blue (alternating) Ring With Salutes



**Ring with
Artillery - 5", 6"**



**Ring with Small
Flowers - 6", 8"**



Bow tie Ring



**Ring with
Scattering - 6"**

Aerial Shells

Red Dahlia With White Strobe
Red To Blue To Silver Peony
Silver Willow With Red And Blue Pistil

6 inch color shells

Chrysanthemum To Blue To Silver With Red Pistil
Chrysanthemum To Silver With Silver Strobe Pistil
Color To Dark To Color
Flashing To Lemon Wave With Red Pistil
Flashing Willow With Lemon And Purple Scatter
Glitter Willow With Pink, Lemon And Light Blue Pistil
Glittering Willow
Glittering Willow Waterfall
Glittering Willow With Pink Lemon And Lt Blue Pistil
Green Spiderweb With Green Strobe Pistil
Green To Blue To Silver Peony
Green To Blue To Silver Strobe With Lemon Pistil
Half And Half With Pistil Assorted
Multicolor Peony
Red And Blue Dahlia With Silver Glitter Pistil
Red Gamboge To Blue Chrysanthemum With Red Spiderweb Ring
Red Spiderweb With Red Strobe Pistil
Red To Blue To White Strobe
Red White And Blue Peony
Willow With Double Ring Pistil
Willow With Strobe Pistil

6 inch fancy color shell assortments

Assortment H Of 10 Different J&M Brand Shells (low Fallout)

Blue Kitool
Blue Peony With Lemon Petal
Corolla Waterfall
Glittering Palm
Green Chrysanthemum With Glittering Palm Pistil In Brocade Crown Ring
Mixed Magenta And Emerald Chrysanthemum With Gold Strobe Pistil
Night Snow To Blue With Red Pistil
Red Chrysanthemum With Blue Pistil In Brocade Crown Ring
Silver Stars Waterfall
White Stars With Red Crossette

Assortment I Of 10 Different J&M Brand Shells (long duration)

Autumn Gold To Crackle Flower Brocade With Green Strobe Waterfall
Brocade Crown To Magenta And Sea Blue
Diadem Chrysanthemum To Magenta Orange And Lime
Gold Willow To Blue With Red And White Falling Leaves Pistil
Magenta Crossette And Lemon Criss-cross
Multicolor Shell Of Shells With Rising Multicolor Flowers
Orange Magenta And Blue Crossettes With White Strobe Pistil
Silver Cascade To Red With Blue Pistil
Silver Kamuro To Blue With Red Strobe Waterfall Pistil
Sizzling Magenta Comets With Rising Lemon Flowers

6 inch fancy color shells

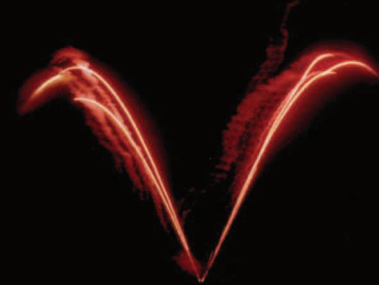
Blue Peony To Silver Crown
Blue To Red To Silver Peony
Brocade Crown With Green Crossette Ring
Crossette Chrysanthemum Assorted
Drifting Lights (parachutes)
Five Times Color Flowers Salute
Flashing Willow With Purple And Green Crossette Ring
Flower Crown With Red Strobe Pistil
Glitter Chrysanthemum
Glitter Rays To Red With Blue Pistil
Glitter Willow With Crackling
Gold Palm Tree With Gold Trunk
Green And Purple Dahlia With Gold Strobe
Green To Brocade Crown
Half Blue And Half Red With Midnight Snow Ring
Kamuro With Flowers
Kamuro With Silver Strobe Pistil
Mixed Color Peony With Palm Pistil Assorted
Multi-color Comets
Multicolor Falling Leaves
Rainbow Colored Dahlia With Glittering Pistil
Rainbow Crossette
Red Ring With White Star And Blue Pistils
Red, White, And Blue Crossette Rings
Ring Pattern With Crossette, Assorted
Ring To Dark To Peony, Assorted
Ring With Scattering, Assorted Colors
Silver Crackling Crossette
Silver Crossette To Silver Scattering
Silver Time Rain Willow
Silver Wave Ring With Red And Blue Crossette
Three Times Flowers, Red, White And Blue
Twenty-five Light Parachute
White Flashing Willow

6 inch special effect shells

Blue And Red Meteor Shower
Blue Sunflower
Blue To Flickering Silver Peony With Red Pistil
Blue With Red Double Petal



**Red, white, and
blue finale
12 shot
3"**



**Red Candle
1.5"**



Silver Candle



**White Candle
1.5"**



**Color Whistle
100 Shot Cake**



**Battle of Color
100 Shot**



Silver Whirl Cake



Quick Whistle

Aerial Shells

Brocade Crown Crossette With Brocade Crown Trunk
 Color To Crackle Satellite Ring
 Crackling Coconut With Crown Flowers
 Crackling Small Flowers With Crackling Pistils
 Crown Flowers In A Circle
 Cube Pattern (multicolor)
 Double Palm Tree With Magenta Pistil
 Four Section Peony With Crackling Pistil
 Ghost Green Peony With White Petal
 Ghost Red Peony With Blue Petal
 Ghost White Peony
 Ghost White Peony With Red Petal
 Glittering Gold Kamuro
 Glittering Palm With Glittering Trunk
 Glittering Silver To Red And Green With Red To Blue
 Glittering Silver To Red To Blue Chrysanthemum
 Glittering Silver To Red To Green Chrysanthemum
 Gold Lace Kamuro With Falling Leaves Pistils
 Gold Lace Kamuro With Multi-color Meteor Pistil
 Gold Lace Kamuro With Peony With Spangle Pistils
 Gold Lace Kamuro With Pistils
 Gold Rain Dadelion With Gold Rain Trunk
 Gold Spangle With Color Pistil, Assorted
 Gold Waterfall
 Golden Wave To Colored And Spangle Chrysanthemum
 Green Strobe
 Green Strobe Shell Of Shells
 Green Strobe Waterfall
 Half Chartreuse Half Purple With Gold Kamuro Ring
 Half Red And Half Blue With Silver Rain Ring
 Happy Face Pattern
 Happy Kamuro Chrysanthemum
 Kamuro Chrysanthemum
 Kamuro Chrysanthemum With Crackling
 Lemon Strobe
 Mixed Color Strobe Shell Of Shells
 Multicolor Dahlia With Spangle Crackling Pistil
 Multicolor Falling Leaves
 Multicolor Palm Tree With Crown Flowers
 Multicolor Strobe
 Orange Strobe
 Orange With Green Double Petal
 Purple With Orange Double Petal
 Red Eddy In Chrysanthemum With Multicolor Swimming Pistil
 Red Gamboge To Red And Blue Chrysanthemum With Silver Pistil
 Red Gamboge To Swimming With Multi-color Swimming
 Red Strobe
 Red To Blue Peony With Color Changing Pistils
 Reddish Gamboge To Bright Red And Blue With Blue To Silver
 Reddish Gamboge To Green To Purple Chrysanthemum
 Reddish Gamboge To Variegated With Spangle Pistil.
 Reporting Comets
 Silver Kamuro With Red And Blue Pistil
 Silver Rain With Red And Blue Pistil
 Spangle Chrysanthemum With Gold Willow Pistil And Purple Ring
 Spangle To Green Chrysanthemum With Purple Pistil
 Spangle To Orange With Green Pistil
 Tourbillion With Reports With Red And Blue Stars
 Tourbillion With Reports With Variegated Stars
 Variegated Diadem Chrysanthemum With Variegated Pistil
 Variegated Meteor Shower
 Variegated To Crackling With Double Crackling
 Whistles And Go-getters
 Whistles With Red And Blue
 White Strobe

8 inch fancy color shells

Brocade Crown With Eight Flowers
 Brocade Crown With Reports
 Brocade Ring With Crackling Flower Pistil
 Chrysanthemum With Multiple Layer Pistil
 Color To Brocade Crown, Assorted
 Color To Dark To Color
 Color To Dark To Color To Crackling
 Crossette Chrysanthemum Assorted
 Crossette Ring With Crackling Pistils
 Flashing Willow With Lemon And Purple Scatter
 Glittering Willow
 Glittering Willow Waterfall
 Glittering Willow With Falling Leaves Pistil
 Gold Flashing Crossette With Gold Flash Pistil
 Multicolor Glittering Coconut
 Purple To Green To White Flashing
 Red And Blue Peony With Silver Spike Pistil
 Red Gamboge To Yellow
 Red To Blue To White Strobe
 Red To White To Blue To Silver
 Red, White And Blue Peony
 Sea Blue Peony With Orange Pistils
 Silver Crown To Color Assorted
 Silver Plum Crossette Chrysanthemum
 Silver Spider With Orange Pistil
 Silver Wave To Green To Red With Red To Purple Pis
 Three Times Brocade Crossette
 Two Color Change With Red Brocade Pistil Assorted
 Variegated Peony With Gold Palm Pistil
 White Flashing Willow
 Willow To Silver Crown

Aerial Shells

8 inch special effect shells

Blue Peony With Bright Red Pistils
Blue Sunflower
Blue With Red Double Petal
Chupacabra
Crackling Kamuro With Multi-color Meteor Pistil
Crackling Small Flowers With Crackling Pistils
Four Pistils
Ghost Blue Peony
Ghost Green Peony With Willow Pistil
Ghost Red Peony
Ghost White Peony
Ghost Yellow Peony
Gold Lace Kamuro
Gold Lace Kamuro With Variegated Pistils
Gold Waterfall
Golden Silk Chrysanthemum
Happy Kamuro Chrysanthemum
Kamuro Chrysanthemum
Multicolor Palm Tree With Crown Flowers
Nishiki Kamuro To Red Tip With Blue Pistil
Orange With Purple Double Petal
Rain Kamuro With Blue Pistil
Rain Kamuro With Red Pistil
Red And Blue Nishiki Kamuro With Twinkling Pistil
Red Gamboge To Crackling Chrysanthemum With Blue Pistil To Variegated
Red Gamboge To Crackling With Spangle Crackling Pistil
Red Gamboge To Multi-color Swimming With Spangle Crackling
Reddish Gamboge To Crackling Chrysanthemum With Pistils
Reporting Comets
Silver Rain With Red And Blue Pistil
Spangle With Crackling Pistil
Variegated Diadem Chrysanthemum With Variegated Pistil
White With Red Double Petal
Yellow To Green With Purple Double Petal
Yellow With Blue Double Petal

Salutes

2.5 inch Silver Sparked Salute With Silver Tail
3 inch Dark Salute (no Titanium)
3 inch Salute (cylinder Shell)
3 inch Silver Sparked Salute With Blue Tail
3 inch Silver Sparked Salute With Red Tail
3 inch Silver Sparked Salute With Rising Crackling Tail
3 inch Silver Sparked Salute With Silver Tail
3 inch Titanium Salute With Rising Whistle

Finales

2.5 inch finale

Blue Peony Finale 10 Shot
Color (rainbow) Finale 10 Shot
Crackling Finale 10 Shot
Glittering Willow 10 Shot Finale
Red Peony Finale 10 Shot
Red White And Blue Finale 10 Shot
Red White And Blue Finale 20 Shot Peanut
Salute Finale With Palm 10 Shot
Variegated Peony Finale 10 Shot
White Peony Finale 10 Shot

3 inch finale

Blue Peony 12 Shot Finale
Color (rainbow) Finale 12 Shot With Tails
Color And Report Finale 12 Shot With Tails
Color Finale 12 Shot With Tails
Color Finale Red White And Blue 12 Shot
Crackling Finale 12 Shot
Glittering Willow 12 Shot Finale
Green Peony Finale 12 Shot
Peony With Palm Pistil 12 Shot Finale
Purple Peony Finale 12 Shot
Red Peony 12 Shot Finale
Red White And Blue Dahlia 12 Shot Finale
Red, Salute, Blue Dahlia Finale 12 Shot
Report And Palm Finale With Rising Tails 12 Shot
Silver Palm Finale 12 Shot (3.6 Sec Dur)
Variegated Peony Finale 12 Shot
White Peony Finale 12 Shot

3 inch peanut finale

Color Finale 24 Shot Peanut
Red, White And Blue Finale 24 Shot Peanut

4 inch finale

Artillery Finale 8 Shot



**Falling Leaves "Z"
Shape Fan Cake**



**Rainbow 150 Shot
Fan Cake**



**130 Shot Fan Shape
Glittering Willow
Mines Cake**



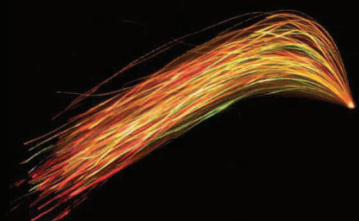
**Pink, Yellow and Sea
Blue "W" Shaped
90 Shot**



**Red & White
Strobe Peanut**



Brocade Ring



**Multicolor Falling
Leaves - 5", 6"**



**Ring with
Crackling Pistils
4"**

Finales

Color Finale With Tails 8 Shot
Glittering Willow 8 Shot Finale
Peony With Palm Pistil Finale 8 Shot
Rainbow Finale With Colored Tails 8 Shot
Red White Blue Dahlia Finale 8 Shot

4 inch peanut finale

Color Finale 16 Shot Peanut
Red White And Blue Finale 16 Shot Peanut

Water Effects

Water Cakes

Color Carpet Water Cake

Water Mines

5" Water Mine
6" Water Mine

Cakes & Barrage Units

Cake Assortments

Assortment A Of 4 Different 25 Shot Cakes

Candle Barrages

Candle Barrage Assorted 300 Shot
Candle Bundle 300 Shot - Pink
Candle Bundle 300 Shot - Purple
Candle Bundle 300 Shot - Red
Candle Bundle 300 Shot - Silver
Candle Bundle 300 Shot V Fan
Candle Bundle Blue 300 Shot
Candle Bundle Blue 300 Shot V Fan
Candle Bundle Gold Wave 300 Shot V Fan
Candle Bundle Red 300 Shot V Fan
Candle Bundle Silver 300 Shot V Fan

Category 1

5x5 Report Salvo With Silver Tails 25 Shot
Multi-color Comets And Reports 25 Shot
Quick Report 25 Shot With Red Tail
Red White and Blue Tails To Heavy Report 25 Shot
Shimmer Crackling Gold 25 Shot
Whistle And Reports 25 Shot

Category 10

Colored Stars 600 Shot R Shape
Crackling Mines 130 Shot Fan Shape
Glittering Crown With Variegated Falling Leaves 150
Glittering Willow Mines 130 Shot Fan Shape
Happy Stars 150 Shot
Red White and Blue Scenery 300 shot

Category 2

25 Shot Report Cake With Silver Tails
Assorted Effects 25 Shot Cake
Blue Mine To Red Stars With White Strobe 25 Shot
Color And Crackle 25 Shot
Crackling Flower Willow 25 Shot
Crackling With Palm Pistil 19 Shot
Gold Strobe Willow With Crackle 25 Shot Fan
Golden Strobe 25 Shot
Green Dahlia And Gold Glittering 19 Shot
Green Glitter Willow With Green Glitter Tail 19 Shot
Green Tl-gn Fl And Spider King Bl Tail-bl Palm And Report 25 Shot
Lemon And Blue 19 Shot [30sec]
Lemon Strobe 19 Shot [30sec]
Mixed Color Strobe 19 Shot (30 Sec)
Mixed Crossettes 19 Shot (30sec)
Orange Strobe 19 Shot
Purple And Silver Glitter With Silver Glitter Tails 19 Shot
Red And Blue To Silver Fish 25 Shot
Red Glitter/ Silver Glitter Willow 19 Shot [30sec]
Red Strobe 19 Shot
Red Tail To Green Light And Red Flash Willow 25 Shot
Red, White And Blue Crossette 25 Shot
Silver Glitter Tail To Blue And Silver Glitter 19 Shot
Silver Palm With Color Strobe 25 Shot Fan
Silver Spinner To Red And Blue 19 Shot
Silver Strobe Mine To Blue And Red Dahlia 25 Shot

Category 3

Blue And Red Palm With Crackle 49 Shot
Brocade Crown And Red, Green, Blue Dahlia 49 Shot

Cakes & Barrage Units

Colorful Strobe 49 Shot
Crackling 49 Shot Z Shape
Five Changing Effect Cake 100 Shot
Garden Party 25 Shot
Report With Silver Tail With Color Break 100 Shot (20mm)
Shimmering Crackling Gold 100 Shot
Silver To Crackling 40 Shot Fan Shape

Category 4

Alternating Red White And Blue Tails To Red White And Blue 100 Shot
Brocade To Red White Blue 49 Shot
Coconut Attack 49 Shot
Color Tails To Breaks 100 Shot
Color, Crackle, And Report 49 Shot
Gold And Silver Spinners To Color Break 49 Shot
Green Comets 100 Shot Z Fan
Green Glitter Willow With Green Glitter Tail 40 Shot
Lemon Comets 100 Shot Z fan
Mixed Color Bees 100 Shot
Mixed Effects Fan Cake 30 Shot
Pink Comets 100 Shot Z fan
Purple Comets 100 Shot Z Fan
Quick Whistle 100 Shot
Rainbow Crossette 50 Shot Z Fan
Red And Silver Crossette 100 Shot Z Shape
Red Silver And Blue Bees 100 Shot
Silver Sizzling 49 Shot Z Fan
Silver Tail To Gold Willow With Blue 49 Shot Z Shape
Variety Color 50 Shot
Variety Color With Report Finale 49 Shot

Category 5

Assorted Effects 100 Shot Z Shape
Crackling Flower Willow 50 Shot
Fairy Dust 49 Shot Z Fan
Multicolor Mine Cake 55 Shot Z Shape
New Color Dahlia Fan Cake 49 Shot
Quick Spring Salute 49 Shot
Rainbow 49 Shot Z Shaped Fan Cake
Rainbow Crossette 49 Shot Z Fan
Red White And Blue Mine Cake 55 Shot Z Shape
Rockets Red Glare 49 Shot Cake
Silver Glitter With Tails 40 Shot Fan Shape
Silver Spinners To Red And Blue Stars 49 Shot
Titanium Salute With Silver Tail 49 Shot
Waterfall With Green Tail 49 Shot Z Shape

Category 6

Assorted Strobe 49 Shot Z Shape
Green Strobe 49 Shot Z Shape
Red Strobe 49 Shot Z Shape
Silver Whirl To Variegated Volley Fan 70 Shot
Twilight Glitter With Twilight Glitter Tail 49 Sho

Category 7

Assorted Diameters And Effects Finale Cake 66 Shot
Blue Orchid 100 Shot Z Fan
Color 49 Shot 2 Inch Finale Box
Color And Crackle 49 Shot 2 Inch Finale Box
Color And Palms 100 Shot
Color Comets to Crackling 100 Shot
Color Crackle Volley 100 Shot Fan
Color Crackling And Reports 100 Shot Z fan
Color Crackling Flowers 100 Shot Z Shape
Colorful Tail Silver Palm And Red, Green, Blue Dahlia 90 Shot Z Shape
Fairy Dust 100 Shot Z Fan
Fairy Waterfall 70 Shot Z Fan
Falling Leaves 100 Shot Z Fan
Gold Comet To Crackling 100 Shot
Gold Strobe Willow 100 Shot
Patriotic (red White And Blue) Crossette W Shape 60 Shot
Pink, Orange, Sea Blue W Shaped 90 Shot
Purple And Green Mines 100 Shot Z Shape
Rainbow Crossette 100 Shot Z Fan
Red Strobe Willow 100 Shot
Red Strobe Willow With Blue Tails 96 Shot W Shape
Red White And Blue Tails To Report 100 Shot Z Shape
Red White Blue Rings 32 Shot
Red, White, And Blue With Crackling Flowers 100 Shot Fan
Report With Silver Tail With Palm 100 Shot
Silver Palm Crackling Flower With Blue Stars 102 Shot W Fan
Silver Shining Willow 100 Shot
Silver Whirl To Red And Blue Fan 90 Shot
Small Finale 100 Shot
Waterfall With Red Tail Z Fan 100 Shot

Category 8

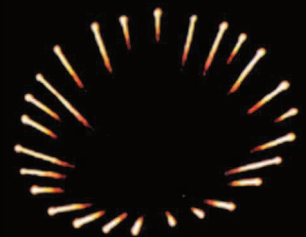
Assorted Effects And Diameters 84 Shot
Brocade, Crackle, And Reports 80 Shot Z Fan
Color 49 Shot 2 Inch Finale Box
Color And Gold Glitter 100 Shot Fan Cake
Green And Orange To Crackle 182 Shot X Fan
Purple And Lemon Crossette 182 Shot X Fan [10 Sec]
Red And Blue Crossette 182 Shot X Fan



Bow tie Rings



Blue Peony with Red Pistil



Ring Pattern



**Heart Pattern
5"**



Variety color with reports 150 shot



Multicolor Fan Cake 90 Shot



1000 Whistling



Silver scattering 5"

Cakes & Barrage Units

Red And Blue To Silver Crossette 210 Shot
Red, White And Blue Mines 90 Shot W Shape
Red, White, And Blue Palms And Reports 80 Shot Z Fan
White Strobe To Moving Colored Stars 300 Shot Fan

Category 9

Color Tails To Breaks 300 Shot
Fan Cake 300 Shot Assorted Effects
Mixed Color Bees 300 Shot
Multi-color Pearls - Orange Lemon Purple Green 234 shot
Peacock Tail 285 Shot Fan
Rainbow 150 Shot Z Shaped Fan Cake
Rainbow Barrage 150 Shot
Red Stars To Report With Whistle To Blue Tail 300 Shot fan
Silver Glitter Tail To Blue Stars And Red Falling Leaves 100 Shot Fan

Mines, Comets & Candles

Candles

Assorted Color Tail To Assorted Color Peony Candle 1.2" 8 Shot
Blue Candle 1.5 Inch 8 Ball
Crossette Candle Assorted Colors 2" 8 Shot
Gold Candle 1.5 Inch 8 Ball
Gold Glitter Candle 1.5 Inch 8 Shot
Green Candle 1.5 Inch 8 Ball
Lemon Candle 1.5" 8 Shot
Orange Candle 1.5" 8 Shot
Pink Candle 1.5" 8 Shot
Rainbow Candle 1.5 Inch 8 Shot
Red Candle 1.5 Inch 8 Shot
Silver Whistle Candle 2" 8 Shot
Titanium Crackling Candle 1.5" 8 Shot

Comets

3" Crackling Tiger Tail
3" Gold Glitter Comet
3" Green Glitter Comet
3" Red Glitter Comet
3" White Glitter Comet
4" Crackling Tiger Tail
4" Gold Glitter Comet
4" Green Glitter Comet
4" Red Glitter Comet
4" White Glitter Comet
Comet Aqua 30mm
Comet Aqua 45mm
Comet Blue 30mm
Comet Blue 45mm
Comet Crackling 30mm
Comet Crackling 45mm
Comet Gold Glitter 30mm
Comet Gold Glitter 45mm
Comet Green 30mm
Comet Green 45mm
Comet Lemon 30mm
Comet Lemon 45mm
Comet Orange 30mm
Comet Orange 45mm
Comet Purple 30mm
Comet Purple 45mm
Comet Red 30mm
Comet Red 45mm
Comet Silver 30mm
Comet Silver 45mm

Mines

3" Aqua Mine With E-match Connector
3" Blue Mine With E-match Connector
3" Crackling Mine With E-match Connector
3" Glittering Willow Mine With E-match Connector
3" Gold Mine With E-match Connector
3" Gold Spangle Mine With E-match Connector
3" Green Mine With E-match Connector
3" Green Strobing Mine
3" Lemon Mine With E-match Connector
3" Lime Green Mine With E-match Connector
3" Orange Mine With E-match Connector
3" Pink Mine With E-match Connector
3" Purple Mine With E-match Connector
3" Red Mine With E-match Connector
3" Red Strobing Mine
3" Silver Mine With E-match Connector
3" Variegated Meteor Mine
3" Variegated Mine With E-match Connector
3" Variegated Swimming Mine
3" White Strobing Mine
3" Yellow Mine With E-match Connector
4" Variegated Meteor Mine
Aqua Mine 45mm
Blue Mine 45mm
Crackling Mine 45mm
Gold Glitter Cascade Mine 45mm



Thank You!

J&M Displays

2083 Helms Road Dothan, AL 36301

866-535-PYRO

251-725-7975

www.jandmdisplays.com



Custom Fireworks Proposal
City of Villa Rica, GA
Gold Nugget Drop
December 31, 2019

Fireworks



Pyro Shows is pleased to submit the following customized firework proposal to the City of Villa Rica for their Gold Nugget Drop on December 31, 2019.

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 to bid on this special event. We look forward to hearing from you.

About Us

Pyro Shows is celebrating 50 golden years! Before our corporate office in Tennessee and our additional offices in Texas and Alabama, we had to start somewhere. That place in time was 1969 when Lansden Hill began a professional fireworks service. Rave reviews of the shows would prove that he appropriately named the company **Pyro Shows**. With each passing year of business, Pyro Shows maintained the momentum and achieved success both nationally and internationally.

2019 marks the 50th year in business that Pyro Shows has successfully performed fireworks. From Sweden, to Spain, and from Abu Dhabi in the UAE, to Taiwan, Pyro Shows has shared talent and expertise with millions of people around



A brief description of the Pyro Shows team of professionals is much like describing a fireworks show:



"It takes many layers of time and talent to result in a safely executed, spectacular show."

Time after time, we see the shock on faces who realize the behind-the-scenes time and effort that goes into (literally) every show.



Gold Nugget Drop

Event Date: December 31, 2019
Fireworks Duration: 5 Minutes

Fireworks Display Time: 12 AM
Show Amount: \$4,000

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

Pyro “Lingo”

Main Body



Patterns



Grand Finale



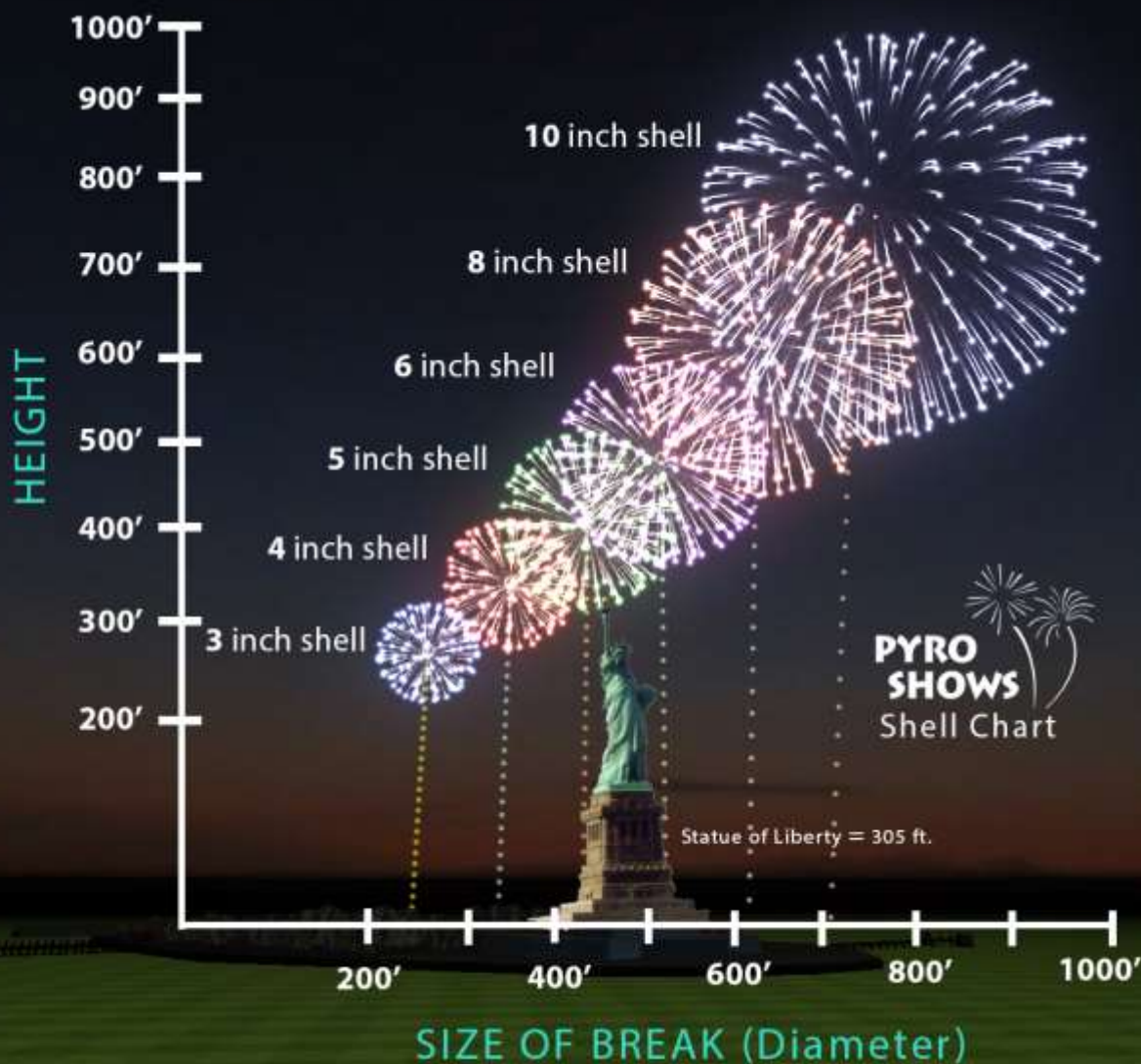
The **MAIN BODY** of the show will fill the sky with bursts of sparkling colors and shapes. The fireworks will layer at different heights adding several visual perspectives for the audience. We will feature a combination of premium shells to keep up the tempo and the dazzle!

The world of fireworks would never be the same without happy **PATTERNS** in the sky! Smiley faces and hearts are among the most popular, but we don't stop there. Our pattern inventory includes wagon wheels, diamonds, butterflies, and more!

The **GRAND FINALE**....well, it pretty much speaks for itself. It's what wraps up the show with an **EPIC** ending and it's everyone's favorite part. If you're new to **GRAND FINALES**, imagine mountains and waves of color filling the sky, earthshaking salutes and majestic brocade gold chrysanthemums.

Fireworks 101

The bigger the boom, the bigger the break.



The higher a firework shell climbs in the sky and the bigger the burst is directly related to the shell diameter size. (That's pyrotech talk.)

Basically, a 10 inch shell goes 700 feet higher than a 3 inch shell which goes 300 feet high.

Size of shell = Climb Time and Size of "Break"

Low Level Effects

Designed to be seen beginning at ground level and reaching an altitude of up to 150 feet.



Popping Flower is launched from a 100-shot firing position and lasts 30 seconds. It produces comets that erupt into beautiful bouquets of smaller aerial bursts. The initial comets are emitted into a fan shape erupting 150 feet in the air. The final eruptions consist of a crowd-pleasing cracking sound.



Red & Blue Bow Tie fires 100-shots from one firing position and lasts 30 seconds. These are gorgeous patriotic colors that have a traditional burst effect.



Peachblow & Lemon-Yellow Tail is launched from one firing position and consists of 150 shots. It fires in rapid sequential steps in split-second intervals. There is no report or aerial burst, just a “blow of color



Purple Tail Green Crossette fires 200-shots of purple and green comets that break into purple and green crossette flowers. It is bright and beautiful. This is a more rare combination of colors in fireworks but a stunning effect.



Brocade Crown fires 250-shots, reaches 100 feet in the air and lasts for 45 seconds. This is the most popular low level effect because everyone loves the falling sparkling gold willow. Truly a magical effect.

Main Body

Your show will feature this variety of our premium shells.

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, Tourbillion, 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.



Grand Finale

The moment you thought the show couldn't get any better, then it DOES!

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.

Shell Summary

The sizes and quantities of fireworks we recommend for your show.

VILLA RICA, CITY OF Gold Nugget Drop Tuesday, December 31, 2019

\$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

1	Positions of 100-Shot Titanium Salute (Finale)	100
2	Positions of 150-Shot Cakes (Main Body)	300
2	Positions of 50-Shot Finale Cakes (Finale)	100

TOTAL SHELL COUNT & LOW LEVEL PRESENTATION	680
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Fireworks 1.3 G Display
Largest Shell: 3"
Safety Radius: 210'

PYROfessionals

We're good at what we do because we do what we LOVE.

At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional “dud”, but what we **DO FOR YOU** if there is a “dud”.

**Satisfaction
Guaranteed**



**Superior
Customer
Service**



Expertise



**\$10M General
Liability
Coverage**



Experience



**Permits & Paperwork –
we will handle it!**



Seriously Safe

Safety is first, EPIC is next.

As fun and festive as fireworks are, Pyro Shows is very **serious** about the **safety** of our spectators and our crews. In fact, safety is not just our job, its our **#1 mission**.



We get it. Business is business, but before hiring a fireworks company, do some fact-checking to verify their credentials. The answers to all of their safety and legal criteria must be YES.

(By the way, the 's below signify that our answers are ALL YES.)

- ✓ Pyrotechnicians trained, licensed, and cleared by ATF
- ✓ Company ATF License
- ✓ State Display Exhibitor License
- ✓ USDOT Motor Carrier Policy for Public Liability
- ✓ Hazardous Materials Safety Permit
- ✓ \$10M Certificate of Liability Insurance Coverage
- ✓ \$1M Workers Compensation Insurance Coverage

Inclement Weather Plan

In case of bad weather...

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 Quality

Safety and quality control standards.

Pyro Shows has implemented a full time and ongoing quality control program for fireworks, racks and mortars, and firing boards. All fireworks are spot tested for performance when imported. The performance information is recorded. The information includes climb time, burst size, color quality, symmetry quality, and debris information. All fireworks crews are required to fill out a post-show performance report. If it is determined that any fireworks being used by Pyro Shows have defected performance, the crew gives that information to the administrative staff. All fireworks in that batch are located in the computer and replaced on all upcoming shows.

All racks and mortars are inspected and cleaned after every show. Any damage or excessive wear is repaired or the mortar and rack is replaced. The mortars and racks are again inspected by the onsite crew. Spare racks and mortars are included on every delivery so replacement equipment is readily available.

Firing boards are inspected after every show. They are tagged by the Pyro Shows warehouse as ready to use for the next show. All firing equipment is inspected by the onsite crew for damage during shipping. Any firing equipment is repaired or replaced. Pyro Shows works extensively through the southeast. All crews are in a position to transfer equipment between shows when necessary. Multiple firing boards are assigned to each show so they can be exchanged when needed.

Pyro Shows safety equipment is also checked before each show. Fire extinguishers are charged and tag for use.

Site Diagram



Customer: City of Villa Rica
Show Date: Tuesday, December 31, 2019
Show Address: Field behind 150 Stone St., Villa Rica, GA 30180
Show Site Lat / Long: 33.730583, -84.915730
Show Time: Midnight
Rain Date: N/A

Show Name: New Year's Eve
Maximum Shell Size: 3"
Safety Fallout Radius: 210'
Storage Required: No
Diagram Created: 09/16/19
Diagram Created By: JF

9/16/2019

Pyro Credentials

State Licensing



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

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

2019 FIREWORKS PERMIT

PERMIT NO: 2018000996
SALES TAX ID: N/A
PERMIT DATE: 01/01/2019
EXPIRATION DATE: 12/31/2019

LANSDEN E HILL, JR.
P.O. BOX 307, 3325 POPLAR LANE
ADAMSVILLE, AL 35005

The Classification of this Fireworks Permit is Distributor.

This permit has been issued for use by the business named PYRO SHOWS OF ALABAMA, INC
which is located in Jefferson county
at 3325 POPLAR LANE, ADAMSVILLE, AL.

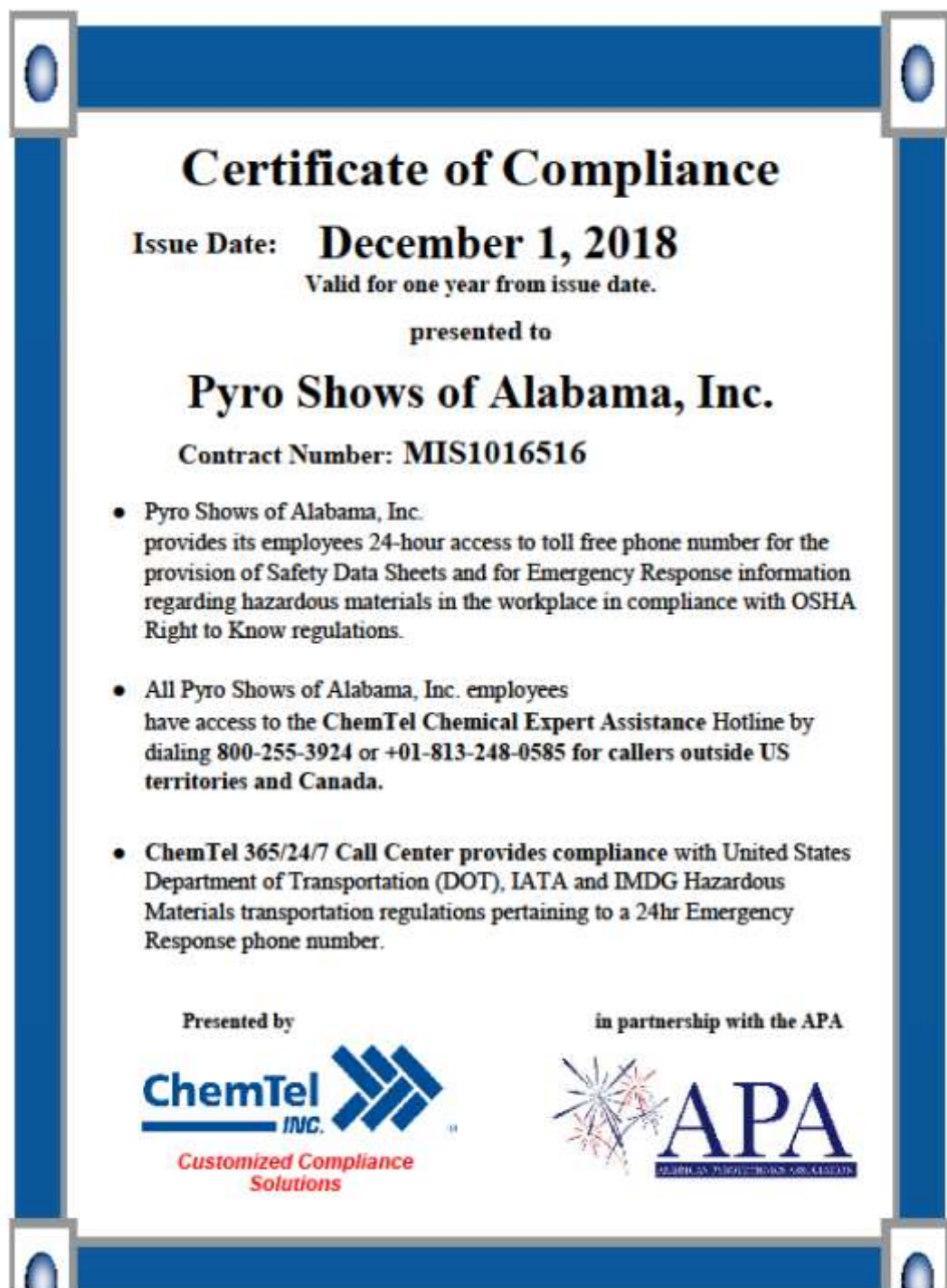
**THERE WILL BE NO DEVIATING OF ANY SORT FROM THE GUIDELINES STATED ON THIS PERMIT
UNLESS PRIOR APPROVAL FROM LOCAL AND STATE OFFICE.**

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

Scott F. Pilgreen
State Fire Marshal

Pyro Credentials

APA Membership



Pyro Credentials

BATFE Federal Explosives License

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 555.51. See "WARNINGS" and "NOTICES" on reverse.			
Direct ATF Correspondence To:	ATF - Chief FELC 244 N. 3rd Street Birmingham, WV 25405-4031	License Permit Number:	1-AL-073-20-2E-00665
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date:	May 1, 2022
Name:	Christopher L. Reers PYRO SHOWS OF ALABAMA INC		
Premises Address (Changes? Notify the FELC at least 10 days before the change): 3325 POPLAR LANE ADAMSVILLE, AL 35005-			
Type of License or Permit: 20-MANUFACTURER OF EXPLOSIVES			
Purchasing Certification Statement: The licensee or permittee shall use a copy of this license or permit to assist in the manufacture of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature of each person on this license or permit intended to be an original signature is acceptable. This signature must be that of the Federal Explosives License (FEL) for 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, and I am engaged in the business of manufacturing explosives. (Signer: Licensee or Permit)		Mailing Address (Changes? Notify the FELC of any changes): PYRO SHOWS OF ALABAMA INC PO BOX 1776 LA FOLLETTE, TN 37766-	
Licensee/Permittee Responsible Person Signature:	Printed Name:	Position Title:	Date:
<i>Michael E. Walden</i>	Michael E. Walden	Vice President	3/19/19

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 555.51. See "WARNINGS" and "NOTICES" on reverse.			
Direct ATF Correspondence To:	ATF - Chief FELC 244 N. 3rd Street Birmingham, WV 25405-4031	License Permit Number:	1-AL-073-24-2E-00666
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date:	May 1, 2022
Name:	Christopher L. Reers PYRO SHOWS OF ALABAMA INC		
Premises Address (Changes? Notify the FELC at least 10 days before the change): 3325 POPLAR LANE ADAMSVILLE, AL 35005-			
Type of License or Permit: 24-IMPORTER OF EXPLOSIVES			
Purchasing Certification Statement: The licensee or permittee shall use a copy of this license or permit to assist in the importation of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature of each person on this license or permit intended to be an original signature is acceptable. This signature must be that of the Federal Explosives License (FEL) for 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, and I am engaged in the business of importing explosives. (Signer: Licensee or Permit)		Mailing Address (Changes? Notify the FELC of any changes): PYRO SHOWS OF ALABAMA INC PO BOX 1776 LA FOLLETTE, TN 37766-	
Licensee/Permittee Responsible Person Signature:	Printed Name:	Position Title:	Date:
<i>Michael E. Walden</i>	Michael E. Walden	Vice President	3/19/19

\$10M General Liability

[illegible]

Insurance

Workers Compensation

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
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 (423)562-2112 E.E. Hill & Son, Inc. PO Box 1406 Lafayette, TN 37766		CONTACT Cathy Owens PHONE (423)562-2112 Ext. FAX (423)566-2114 EMAIL cathy@eehill.com ADDRESS			
INSURED PYRO SHOWS, INC., BIG CREEK ENTERPRISES, INC. 115 NORTH 1ST ST. LAFOLLETTE, TN 37766 (423)566-6729 Ext.		INSURER A: AUTO OWNERS INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES CERTIFICATE NUMBER: EXPIRATION DATE:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED NAME(S) FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY POLICY, THIS CERTIFICATE IS NOT A CONTRACT. WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE	ADD. INSR.	NO. OF POL.	INSURER	EXPIRATION DATE	LIMITS
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN'L AGGREGATE ☐ APPLIES PER ☐ LOC AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED ☐ AUTO'S ☐ HIRED AUTO'S ☐ SCHOOL ☐ NON-TRUCK ☐ HIRE UMBRELLA LIAB ☐ EXCESS LIAB ☐ CLAIMS MADE ☐ EXCL. ☐ RETENTION \$					EACH OCCURRENCE DAMAGE TO RENTED EQUIPMENT (per occurrence) MED EXP (any one person) PERSONAL & ADVERTISING GENERAL AGGREGATE PRODUCTS - COMPOUND CONSUMERS SINGLE LIMIT PER ACCIDENT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per occurrence) EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR PART-TIME/SEASONAL OFFICE EMPLOYER EXCLUDED? (If yes, describe below) (If no, describe below)	Y/N				☒ NO STATUS ☐ OTHER ☐ PER POLICY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISABILITY - SA EMPLOYER \$ 1,000,000 E.L. DISABILITY - PER POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Reporting Schedule, if more space is required)					
Sample Only					
CERTIFICATE HOLDER			CANCELLATION		
Sample Only			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		

ACORD 25 (2010/05)

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Pyro Shows

References

Fireworks Display – Tuesday, December 31, 2019

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

Fireworks Company Name: Pyro Shows of Alabama
Contact Person: Jeff Freels
Mailing Address: P.O. Box 307 3325 Poplar Lane
City, State Zip: Adamsville, AL 35005
Telephone Number: (205) 798-6620 / (877) 776-7976
Fax Number: (205) 798-2709
Email: jfreels@pyroshows.com

REFERENCES

Company Name: Landmark Christian School
Contact Person: Belinda Smith
Mailing Address: 50 SE Broad St.
City, State Zip: Fairburn, GA 30213
Telephone Number: (678) 634-6210
Fax Number: _____
Email: bsmith@landmark-cs.org

Company Name: City of East Point
Contact Person: Erin Rodger
Mailing Address: 2575 East Point St.
City, State Zip: East Point, GA 30344
Telephone Number: (404) 270-7059
Fax Number: _____
Email: erodgers@eastpointcity.org

Company Name: Signature Homes
Contact Person: Kayla Bowman
Mailing Address: 3545 Market St.
City, State Zip: Hoover, AL 35226
Telephone Number: (205) 908-2345
Fax Number: _____
Email: kbowman@e-signaturehomes.com



Since 1969

Celebrating 50 Years of Fireworks



Thank you again to City of Villa Rica, GA for the opportunity to bid on your Gold Nugget Drop 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!





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Basic Life Insurance for Dependents
AGENDA DATE: 11/12/2019

DATE PREPARED: 10/24/2019
PREPARED BY: Stephanie Rooks

AMOUNT: (632.40)
GL ACCOUNT #: 100-121314
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: The cost benefit/comparison of this plan led to our proposal to eliminate the Basic Life Plan for dependents and spouses only.

BACKGROUND: Currently the City provides \$50,000 in Basic Life Insurance to our employees at no cost. In addition, the employee has the opportunity to enroll their spouse and any eligible dependent children in a Basic Life Insurance Plan, at the City's expense. The spouse's policy coverage is \$2,500.00 and the dependent children's coverage is \$1,000.00. The cost to the City is \$0.85 per month per participant. Currently we have 62 employees participating at a cost of 52.70 per month.

The employee would still have an opportunity to enroll spouses and eligible dependent children in life insurance at no cost to the City. Our Voluntary Term Life and AD&D Benefits allow an employee to select coverage for spouses and children. There are guaranteed issue limits and the premiums are based on the employee's age. Currently we have 45 employees insuring their spouses at different levels ranging from \$5,000 to \$30,000 totaling \$1,248,750 in coverage. The Child Life policy coverage is \$10,000 at a cost of \$2.00 per month. Currently we have 50 employees participating in Voluntary Child Life.

STAFF RECOMMENDATION: Approval

IMPACT: The plan would eliminate Basic Life insurance for the spouses and dependent children. I would also reduce the risk of having a spouse or a dependent that was not enrolled

MOTION: Make a motion to approve the elimination of the basic life plan for dependents (spouses and children), Effective January 01, 2020.



CITY OF VILLA RICA

City Council Packet

SUBJECT: The Falls at Mirror Lake Development Agreement

CITY COUNCIL AGENDA DATE: November 12, 2019

DATE: October 30, 2019

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

FISCAL IMPACT:

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: Developer Contribution

PURPOSE: The purpose of this item is to establish an agreement between the City of Villa Rica and the Developer of Phase II of the Falls at Mirror Lake to establish a per lot improvement charge to help fund repairs and necessary capacity upgrades to the lift station already in service.

BACKGROUND: The sanitary sewer lift station that currently serves Phase I of the Falls at Mirror Lake is in need of repairs to the station equipment and capacity to receive sewer flows from phase II (total of 32 lots) of the development. The development agreement establishes a per lot fee of **\$3,000.00** to help cover these repairs. This fee will be charged per lot in phase II and be paid at the time of building permit issuance.

STAFF RECOMMENDATION: Staff recommends approval of the execution of this agreement.

IMPACT:

MOTION: I make a motion to authorize the Mayor to execute the development agreement between the Owner/Developer of the Falls at Mirror Lake Phase II and the City of Villa Rica for the purpose of a per lot contribution for lift station repairs and upgrades.

DEVELOPMENT AGREEMENT

This Agreement is entered into on this ____ day of November, 2019, between the City of Villa Rica, Georgia (the "City"), Cedar Bluff Properties, LLC (the "Owner") and Liberty Communities, LLC (the "Developer").

WITNESSETH:

WHEREAS, a subdivision located within the City of Villa Rica known as The Falls at Mirror Lake (the "Subdivision") Phase I was previously approved for development by the City; and

WHEREAS, Phase II of the Subdivision (the "Subject Property") is in the review process by the City; and

WHEREAS, the original builder of the Subdivision became insolvent; and

WHEREAS, Liberty Communities, LLC is in negotiations with the Owner to acquire Phase II of the Subdivision, and thereafter would become the owner and develop and build houses on said property; and

WHEREAS, the City, Owner, and Developer wish to enter into this Agreement governing the terms and the conditions of the existing sanitary sewer lift station and force main;

NOW, THEREFORE, in consideration of Ten and 0/100 Dollars (\$10.00) in hand to the City, the receipt of which is hereby acknowledged, as well as the promises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

1. Construction of Phase II of the Falls at Mirror Lake

The parties agree that the construction of Phase II of the Subdivision will follow all applicable City Ordinances, and all applicable rules, regulations and specifications set forth by the City of Villa Rica Development Regulations with regards to all infrastructure installations including the following: Streets, curb and gutter, water and sewer, storm drains, stormwater detention facilities, sidewalks, street signage and street lighting as permitted by a Future Land Use Plan approved by the City. One-year maintenance bonds for all infrastructure installations serving Phase II, other than the existing sanitary sewer lift station and force main, will be required before final acceptance of the development.

2. Maintenance and Repair of the existing Sanitary Sewer lift station and force main.

Due to maintenance and capacity issues related to the existing sanitary sewer lift station and force main, it is necessary to make repairs and capacity improvements to said station and force main in order to be able to serve effluent discharges from the new homes in Phase II of the Falls at Mirror Lake. The City hereby agrees to undertake sole responsibility for the repairs and capacity improvements to said station and force main pursuant to the terms of this Agreement.

In consideration for the City's repair and capacity improvements to the existing sanitary sewer lift station and force main so as to serve effluent discharges from all lots in Phase II, the Owner and Developer agree that the City shall charge and require payment of an improvement fee upon the issuance of building permits for each lot in Phase II to be served by the existing sanitary sewer lift station and force main (a "Lot Fee"), as reimbursement for the City's costs in making the repairs and capacity improvements to the existing sanitary sewer lift station and force main. Payment of each Lot Fee shall be paid by the owner of each lot at the time such building permits are issued. Calculations have been made to determine the cost per lot necessary for these upgrades and each Lot Fee. The calculated cost and Lot Fee per lot shall be **\$3,000.00** and will be collected at the time of the issuance of each building permit on the lots. It has also been determined that this station and force main serves other lots not necessarily in The Falls at Mirror Lake and the aforementioned Lot Fees will also be assessed to these lots by a separate development agreement as well. The lift station and force main maintenance and improvements will be ongoing as the development proceeds.

The City agrees that its repairs and capacity improvements to said station and force main shall be performed in a diligent, good and workmanlike manner, and shall be completed by no later than _____ (the "Completion Date"). All parties agree that any party to this Agreement shall be permitted to enforce the terms of this Agreement in any court of competent jurisdiction by filing an action for breach of this Agreement and/or specific performance against any defaulting party, and to the extent permitted by applicable law, the City hereby knowingly and voluntarily waives any and all sovereign immunity, official immunity and legislative immunity protections in regard to any such legal action for breach of this Agreement and/or claim for specific performance of the terms of this Agreement, as well as any claim for attorneys' fees and legal expenses relating thereto.

The parties agree that the City's repairs and capacity improvements to the existing sanitary sewer lift station and force main shall in no manner hinder or interfere with the Owner and/or Developer's full use of Subject Property and/or the development and/or construction of the Subject Property, nor shall the City's repairs and capacity improvements have any effect on the issuance of permits for any developed or undeveloped lots, subject to the Lot Fee provisions agreed to above.

3. Binding Agreement.

This Agreement shall bind the City and Owner upon approval by majority vote of the Villa Rica City Council and subsequent execution of this Agreement by the City and Owner, and thereafter may not be revoked without permission of the City on or before the Completion Date. As this Agreement will be entered into before the Developer closes on a purchase of lots in Phase II, the parties agree that this Agreement shall not become binding upon the Developer until it closes on the purchase of any lots in the Subject Property, and thereafter may not be revoked by the Developer without permission of the City on or before the Completion Date.

4. Interpretation.

This Agreement shall be interpreted in accordance with Georgia law and may only be enforced in the Superior Court for Douglas County, Georgia, and Georgia Appellate Courts. This Agreement shall be interpreted as if drafted by each of the parties. Should any portion of this Agreement be deemed by a court of competent jurisdiction as null, void or unenforceable, then the offending portion shall be stricken from this document and the remainder of this Agreement shall be enforced as the Agreement and interpreted in the manner that best reflects the parties' intent entering into this Agreement.

5. Breach of Agreement.

In the event this Agreement is breached by any party and litigation is commenced relating to said breach, the non-prevailing party(s) in the litigation shall be responsible for the reasonable attorneys' fees and expenses incurred by any and all prevailing party(s) in the litigation.

6. Transferability.

Except for the sale of individual lots after recording the final plat, the Owner shall not transfer the Subject Property to any other entity except for the Developer (a "Third Party Transferee") without first giving notice to the City as to the name, address, and telephone number of the Third Party Transferee. If it is the Third Party Transferee's intention to develop this subdivision in accordance with the Agreement, the Owner agrees to provide the City an Assumption Agreement in which the Third Party Transferee agrees to perform the improvements required under this Agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the City Attorney. The Owner or Purchaser shall remain liable under the terms of this Agreement unless an Assumption Agreement is entered into between the new owners and the City.

7. Acceptance of Improvements.

Formal acceptance of improvements shall follow the procedure established in the City of Villa Rica, Georgia Zoning and Development Regulations. Subsequent to acceptance by the City, the Owner and/or Developer shall have no claim, direct or implied, in the title or ownership of the improvements. The City, upon final approval and acceptance, will take full title to the improvements and will provide maintenance thereafter. However, the Owner or Developer shall be responsible for construction failures and defects in all subdivision improvements for a period of twelve (12) months from the date of the City's acceptance of any such improvement(s), except for those relating to or arising from the City's repair and capacity improvements to the existing sanitary sewer lift station and force main. During this period, it shall remain the responsibility of the owner of the Subject Property to correct and cure said defects and failures.

8. Warranty.

The Owner and Developer warrant for all improvements that they undertake for the Subject Property, that except for the City's repair and capacity improvements to the existing sanitary sewer lift station and force main, all such improvements to be accepted by the City, will be free from defects in design, materials, or workmanship for a period of one (1) year from the date of acceptance by the City. The Owner or Developer shall immediately repair, at its own costs, all defects of any type whatsoever which occur within said one (1) year period to any of their respective improvements. If repairs required herein are not completed in a timely manner, the City shall have the right, at its option, to make said repairs at the expense of the Owner or Developer. In such event, the City may call the Owner or Developer's bond to pay for said repairs. Additionally, the Owner or Developer shall execute a maintenance bond as required by the Development Regulations in substantially the same form as attached hereto as "EXHIBIT A".

9. Entire Agreement.

This Agreement sets forth the entire understanding and agreement of the parties relating to the subject matter of this document and shall supersede any and all prior agreements and understandings. No provision of this Agreement may be modified, waived or discharged, unless first agreed to in writing and signed by all parties to this Agreement.

10. Time of the Essence.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes herein expressed.

OWNER:

CEDAR BLUFF PROPERTIES, LLC

By: _____

DEVELOPER:

LIBERTY COMMUNITIES, LLC

By: _____

CITY OF VILLA RICA, GEORGIA

By: _____

Approved as to Form and Legality:

City Attorney



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchasing 2020 Ford F-250 Crew Cab 4x4

AGENDA DATE: November 12th, 2019

DATE PREPARED: October 31st, 2019

PREPARED BY: Nic Griffin

AMOUNT: \$28,875.00

GL ACCOUNT #: 321-4910-542200

FUNDING SOURCE: CSPLOST

BUDGETED ITEM? Yes

PURPOSE: To purchase a 2020 Ford F-250 crew cab 4x4 for the Grounds Maintenance Department.

BACKGROUND: Currently the Grounds Maintenance Department is using two single cab F-150's and one F-250 super cab. These F-150's are struggling to pull the weight demanded of them while hauling large trailers loaded with zero-turn mowers. Having a crew cab will also allow them to use one vehicle instead of multiple when going to a job site where all staff needs to be present.

When trying to obtain bids for these vehicles, staff has contacted multiple dealerships in Georgia. The amount of response and willingness to participate in the bidding process was dismal. Staff has been repeatedly ignored. Staff had a long conversation with one sales manager of a dealership and the reason was explained to me as this: "why am I going to waste much time and effort in putting in a bid only for it to be a courtesy. I have been approved by multiple municipalities and have given multiple bids only to be beaten by the state bid price."

Staff was not able to obtain a third bid for any of the vehicles that we have budgeted for purchase. Don Rich Ford beat the state bid price of \$32,181.00. Don Rich Ford's bid came in at \$28,875.00.

STAFF RECOMMENDATION:

Staff recommends purchasing five Ford Explorer Interceptors from our local dealer, Don Rich Ford.

IMPACT:

Purchasing this vehicle will help the Grounds Maintenance department preserve their current fleet by not over-working the drive train on their F-150's. This will keep maintenance and repair costs lower. It will also help them be more efficient while performing their operational duties.

MOTION:

I move that we authorize the City Manager to purchase a 2020 F-250 from Don Rich Ford in the amount not to exceed \$28,875.00



Don-Rich Ford Company, Inc.

221 Montgomery Street • P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 • Fax: 770-459-3201

10/16/2019

City Of Villa Rica,

VEHICLE BIDS

To whom it may concern:

2020 Transit Passenger Van
\$35,745.00

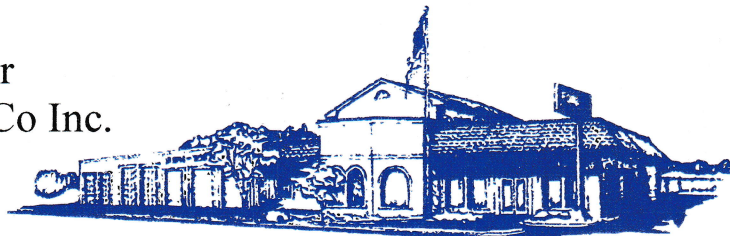
*- Inmate or Rec.
15 Passenger*

2020 F-250 Crew Cab 4X4
\$28,875.00

- grounds

Thank you,

Bart R. Smith
General Manager
Don-Rich Ford Co Inc.



Servicing all of your automotive needs since 1971
www.donrichford.com



2020 F250 Supercab

WADE FORD, Inc. Government Sales 3860 South Cobb Dr Smyrna, GA 30080

	Code	Chassis Options		Total		Code	Chassis Options/Fuel System		Total
1	024	F250 Supercab 4x2	23,791.00	23,791.00		66D	Bed Delete	(525.00)	0.00
	F2A	Regular Cab Downgrade	(1,500.00)	0.00		67D	Hvy Duty Alternator	75.00	0.00
	X3A	F350 Upgrade	2,475.00	0.00					0.00
1	W3A	F250 / 350 Crewcab Upgrade	2,304.00	2,304.00		4CS	4 Corner Strokes	725.00	0.00
1	X3B	F250 / 350 4x4 Upgrade	3,307.00	3,307.00					0.00
	*3C	F350 Dually Upgrade	1,175.00	0.00		53W	5th Wheel / Gooseneck Prep Package	345.00	0.00
	98F	Gaseous Fuel Prep (CNG/LPG)	298.00	0.00		15L	5th Wheel Hitch Kit	1,150.00	0.00
	99T	6.7L V8 Diesel Engine	8,391.00	0.00					0.00
	64W	Cast Aluminum Wheels	568.00	0.00		15J	Gooseneck Hitch Kit	225.00	0.00
1	TBM	LT245/75R 17E All Terrain Tires	119.00	119.00					0.00
	17F	XL Décor Group	208.00	0.00	1	213	Electronic Shift on the Fly 4X4	185.00	185.00
	96V	XL Value Package	563.00	0.00	1	X3E	3.73 Ratio	390.00	390.00
						41P	Skid Plates	100.00	0.00
1	90L	Power Equipment Group	1,068.00	1,068.00		TCD	LT 265/70R 17E A/T	455.00	0.00
	54K	Power Tow Mirrors	156.00	0.00		76D	Rear Camera & Prep Kit	470.00	0.00
	X3E	Limited Slip Axle 3.73	370.00	0.00		63R	Heavy Service Package for P/U box	125.00	0.00
	473	Snow Plow Package	81.00	0.00					0.00
1	52B	Integrated Brake Controller	256.00	256.00					0.00
1	18B	6" Black Running Boards	421.00	421.00					0.00
	76S	Remote Start (req 90L)	185.00	0.00					0.00
	76V	Rear View Camera	511.00	0.00					0.00
	85G	Tailgate Step	355.00	0.00					0.00
	433	Sliding Rear Glass w/Privacy	119.00	0.00					0.00
	76R	Reverse Sensing	231.00	0.00					0.00
1	66s	Upfitter Switches	119.00	119.00					0.00
1	91M	SYNC / Steering Wheel Controls	346.00	346.00					0.00
	585	AM / FM / CD	260.00	0.00					0.00
	1*	Cloth 40/20/40 Seat	297.00	0.00					0.00
	525	Cruise Control	220.00	0.00					0.00
	942	Daytime Running Lights	43.00	0.00					0.00
	87T	Crew Chief Telematics	757.00	0.00					0.00
	76C	Backup Alarm	119.00	0.00					0.00
1	85S	Spray in Bedliner	450.00	450.00			** Delivery Mileage **	1.50	0.00
	603	XLT Upgrade Super Cab	4,125.00	0.00			Base Vehicle		29,521.00
	603	XLT Upgrade Crew Cab	4,644.00	0.00			Sub Total Chassis Options		2,660.00
	TDX	LT275/70R 18E All Terrain Tires	119.00	0.00			Body Option		0.00
				0.00			VSO Paint		
	17V	XLT Value Package	1,273.00	0.00			Delivery Mileage		
	17P	XLT Premium Package	2,734.00	0.00			Tag and Title if needed		0.00

PAINT COLORS		
1	Z1	Oxford White
	UH	Tuxedo Black Metallic
	UX	Ingot Silver Metallic
	H5	Caribou Metallic
	J7	Magnetic Metallic
	N1	Blue Jeans Metallic
	PQ	Race Red
	W6	Green GemMetallic
	W4650D	Fire Engine Red
Additional XLT Paint		
	H7	Bronze Fire Metallic
	RR	Ruby Red Metallic

Agency
Contact
Phone
Fax
Address

TOTAL \$ 32,181.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchasing Five 2020 Police Interceptors

AGENDA DATE: November 12th, 2019

DATE PREPARED: October 31st, 2019

PREPARED BY: Nic Griffin

AMOUNT: \$164,770.00

GL ACCOUNT #: 322-3210-542200, 321-3210-542200, 100-3210-552200

FUNDING SOURCE: DSPLOST, CSPLOST, GENERAL FUND OPERATING

BUDGETED ITEM? YES

PURPOSE:

To purchase five 2020 Ford Police Interceptors for the City of Villa Rica's Police Department.

BACKGROUND:

As a growing Police Department, the city's vehicle needs are steadily rising. As the vehicle needs and demands rise, the current fleet ages with increasing maintenance cost due to mileage, engine hours, and wear.

During budget preparation, the council approved the purchase of four Police vehicles. The fifth vehicle requested is a replacement vehicle for one that was wrecked at no fault of the Officer. The vehicle that was wrecked is unit #5771. It is a 2017 Ford Explorer Interceptor. The funds will come out of their budgeted \$35,000, allocated for accidents and insurance reimbursements.

When trying to obtain bids for these vehicles, staff has contacted multiple dealerships in Georgia. The amount of response and willingness to participate in the bidding process was dismal. Staff has been repeatedly ignored. Staff had a long conversation with one sales manager of a dealership and the reason was explained to me as this: "why am I going to waste much time and effort in putting in a bid only for it to be a courtesy. I have been approved by multiple municipalities and have given multiple bids only to be beaten by the state bid price."

Unfortunately, staff was unable to obtain a third bid for any of the vehicles that we have budgeted for purchase. Don Rich Ford has beaten the state bid price of \$32,993.00. Don Rich Fords bid came in at \$32,954.00.

STAFF RECOMMENDATION:

Staff recommends purchasing five Ford Explorer Police Interceptors from our local dealer, Don Rich Ford.

IMPACT:

Purchasing these vehicles will help us keep maintenance costs down by having vehicles that are under a Ford warranty. It will also allow the Police Department to transfer the older units to a department that doesn't have such an intensive use. This will keep mileage reasonable for the older units.

MOTION:

I move that we authorize the City Manager to purchase five 2020 Ford Explorer Police Interceptors from Don Rich Ford in the amount not to exceed \$164,770.00.



Don-Rich Ford Company, Inc.

221 Montgomery Street • P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 • Fax: 770-459-3201

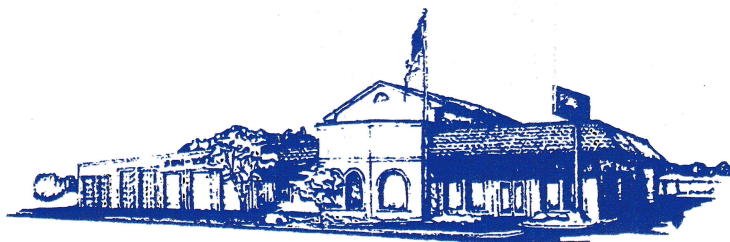
10/31/2019

City Of Villa Rica,
VEHICLE BID
To whom it may concern:

2020 Explorer
Police Interceptor
\$32,954.00

Thank you,

Bart R. Smith
General Manager
Don-Rich Ford Co Inc.



Servicing all of your automotive needs since 1971
www.donrichford.com



GA Statewide Contract ES-RFR-40199-409

Pursuit Utility Vehicle (Explorer) All Wheel Drive

3.3L V6 Hybrid Engine, Cloth Front/Vinyl Rear, Power Windows/Locks/Mirrors/Drv Seat, Pursuit Rated Tires

Code	Vehicle Options	Total	Code	Added Equipment	Total
1	99B 3.3 V6 Regular Gasoline Eng	(3,083.00)	66A	Head Light Solution	868.00
	99C 3.0 L V6 EcoBoost Engine	759.00	66B	Tail Light Solution	417.00
		0.00	66C	Rear Lighting Solution	442.00
1	86T Taillight Housing	59.00	67G	Cargo Wiring Upfit Pkg	1,314.00
	51PW Spotlight Prep (1,2)	136.00	67H	Ready for Road Pkg	3,485.00
	51YZ Regular Spot Light (1,2)	210.00	67U	Ultimate Wiring Pkg	544.00
1	51RS LED Spot Light (1,2) Unity	411.00	60A	Pre Wire Grille	49.00
1	43D Dark Car (Courtesy light inop)	19.00	47C	Front Wire Connector Kit	102.00
	47A Engine Idle Feature	255.00	21P	Rear Wire Connector Kit	127.00
1	17T Red Cargo Dome Lamp	49.00	63L	Rear Quarter Marker Lights	563.00
	65U Interior Upgrade	378.00	63B	Side Marker Mirror Lights	285.00
	16C Carpet w/ Mats	122.00	21L	Front Aux Warn Lights	540.00
	88F 2nd Row Cloth Seats	59.00	21W	Front Pocket Warn Lights	626.00
	87P Power Passenger Seat	310.00	96W	Windshield Warning Lights	1,092.00
	17A Dual AC w/ Front Controls	597.00	96T	Rear Spoiler Warning Lights	1,371.00
	64E Painted Aluminum Wheels	461.00	18X	100 Watt Siren Speaker	294.00
	65L Full Wheel Covers	59.00	52B	Enhanced TPU Cooler	2,865.00
			16D	Badge Delete	0.00
1	61RS Steering Wheel Switches	153.00	91A	Two Tone Vinyl (roof doors)	821.00
	59* Keyed Alike (1111x)	49.00			0.00
1	55F Keyless Remote (4 total)	332.00	CB1	Standard Cop Box Installed	1,995.00
	593 Perimeter Alarm (req 55F)	117.00	SB1	Standard Scale Box Installed	2,395.00
	87R Camera Monitor in Mirror	0.00		other models available	0.00
	19L Lockable Gas Cap	20.00			0.00
1	76R Reverse Sensing	269.00			0.00
	60R Noise Suppression Bonds	98.00			0.00
	549 Heated Mirrors	59.00			0.00
	55B BLIS (Blind Spot Alert)	533.00			0.00
	63V Cargo Storage Vault	239.00	2TD	2-tone Paint 4 Doors Only	1,000.00
	942 Daytime Running Lights	43.00	2TB	2-tone Paint Doors & Roof	1,300.00
	43L Silent Mode (req 942)	19.00			0.00
	68Z Roof Rack	152.00			0.00
	68G Rear Door Handle/Lock Inop	34.00			0.00
	52P Hidden Lock Plunger	157.00			0.00
	18W Rear Window Inop	25.00			0.00
	90DE Ballistic Doors Lvl 3 (1,2)	1,553.00			0.00
	90FG Ballistic Doors Lvl 4 (1,2)	2,365.00			0.00
	41H Engine Block Heater	88.00		DELIVERY	0.00

PAINT COLORS				
YZ	Oxford White	Vermillion Red	E4	
UM	Black	Light Blue Metallic	LN	
BU	Medium Brown Metallic	Blue Metallic	FT	
E3	Arizona Beige Clearcoat	Silver Gray Metallic	TN	
HG	Smokestone Metallic	Sterling Gray Metallic	UJ	
J1	Kodiak Brown Metallic	Ingot Silver Metallic	UX	1
JL	Dark Toreador Red Metallic	Medium Titanium Metallic	YG	
KR	Norsea Blue Metallic	Fire Engine Red (VSO)	4650	
LK	Dark Blue	Dark Forest Green (VSO)	7606	
LM	Royal Blue	Emerald Green (VSO)	7862	

VSO Special Paint add 950.00

Base Vehicle	\$34,984.00
Total Chassis Options	(\$1,791.00)
Total Body Options	\$0.00
VSO Paint	0.00
Delivery Zone	
Total	\$33,193.00
	discount \$32,993.00
Agency Contact	
Phone	
Agency	
Address	



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchasing Two Ford E-350 Vans
AGENDA DATE: November 12th, 2019

DATE PREPARED: October 31st, 2019
PREPARED BY: Nic Griffin

AMOUNT: \$38,000.00 (budgeted) \$6,000 (requested)
GL ACCOUNT #: 321-4910-542200
FUNDING SOURCE: CSPLOST
BUDGETED ITEM? PARTIAL

PURPOSE:

To purchase two used Ford E-350 vans for the Carroll County inmates to use while working. If purchased, these will replace the current vans.

BACKGROUND:

Originally, staff requested \$38,000 to purchase one brand new van. This was approved by council. After many discussions and meetings, staff would like to ask the council to approve the purchase of two used vans. This will provide a much needed relief for the vans currently used.

The City currently has two Carroll County inmate crews that works for the Grounds Maintenance Department. Both details are driving vans every day for long periods of time. These vehicles are pull a lot of weight daily. They are hauling trailers loaded with all types of mowers and grass equipment. They stay running most of the day due to running caution strobes and light bars while working.

One of the two vans is a 2007 Ford Econoline-350. The van currently has 183,070 miles. It is frequently in need of repair. It goes down close to twice a month for a repair.

The other is a 2006 Ford Econoline 350. It has around 102,900 miles. This van will be placed as a spare in the fleet. It will be used for multiple purposes including being used by inmate officers while their current is being worked on.

STAFF RECOMMENDATION:

Staff recommends purchasing two slightly used vans that are certified pre-owned and have low miles. Staff will ensure that they come with a manufacturer's warranty. We recommend this versus buying one new van that would be used for maintenance. Staff would then sell two vans that are currently in the fleet. We estimate that we could sell the two for at least \$6,000. In doing so, we would make up the difference in amount requested today versus the budgeted. We currently have a spare van that is a 2002 that we would sell along with the replaced one above.

IMPACT:

Purchasing these vehicles would increase the efficiency and working order of our current fleet while also allowing the inmate crew to hardly have to stop their work flow due to a vehicle being down for repairs. It will also save the city money on repairs constantly being needed.

MOTION:

I move that we authorize the City Manager to purchase two used Ford E-350 vans in the amount not to exceed \$44,000.00.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Upgrade Finance Clerk position to Accountant

AGENDA DATE: November 12, 2019

DATE PREPARED: October 31, 2019

PREPARED BY: Sarah Andrews

AMOUNT: \$5,000 - \$15,000, depending on qualifications

GL ACCOUNT #: Finance Dept Personnel GL Accounts

FUNDING SOURCE: Operating Budget

BUDGETED ITEM? No

PURPOSE: To upgrade the Finance Clerk position to an Accountant at a paygrade 114.

BACKGROUND:

Current Position: Finance Clerk

Current Paygrade: 107

Minimum to Midgrade: \$31,663 - \$41,162

Proposed Position: Accountant

Proposed Paygrade: 114

Minimum to Midgrade: \$44,554 - \$57,920

Currently, a lot of the accounting work in the department still falls on the Chief Financial Officer, with the Assistant Finance Director doing monthly bank reconciliations. But even with working long and extra hours, there is still more accounting work to be done.

We need to hire an Accountant that can come in and do more technical accounting than a Finance Clerk could do. This person would need to be able to do accurate and timely reconciliations as well as any requested analyses. This person would do most of the journal entries and would handle the month-end close work. This person would prepare documentation requested by the external auditor.

Since the Finance Clerk positions has been budgeted all year, but the Accountant position would not be hired until probably early January, there are some savings to offset a small portion of the increase.

STAFF RECOMMENDATION: To upgrade the Finance Clerk position in order to hire an accountant to take over the accounting function.

MOTION: I make a motion to upgrade the Finance Clerk Position to that of an Accountant with a paygrade of 114.

Job Title: Accountant

Job Summary: This position is responsible for a wide variety of accounting duties such as performing monthly reconciliations, preparing journal entries, calculating data, and researching financial discrepancies. This position is also responsible for assisting with the purchasing process.

Major Duties:

- Prepares accurate and timely reconciliations of various accounts;
- Prepares monthly bank reconciliations;
- Researches, tracks and resolves (or properly refers) accounting or documentation issues or discrepancies;
- Performs various account and/or budget analysis, as requested;
- Prepares and records journal entries;
- Processes month-end closings;
- Prepares information required by the external auditor;
- Assists with the preparation of the annual budget, as needed;
- Completes reports for internal and external reporting;
- Inputs requisitions for departments;
- Assists with purchase order preparation;
- Performs other related duties as assigned.

Knowledge Required by the Position:

- Knowledge of intermediate accounting principles, practices and procedures;
- Strong analytical, communication skills;
- Strong Microsoft Excel skills;
- Ability to make arithmetical computations (multiplication, division, percentage calculations, addition, and subtraction);
- Attention to detail;
- Ability to operate a computer and a variety of word processing, spreadsheet and software applications, including financial and accounting programs;
- Ability to communicate clearly and in a pleasant manner with the general public, elected officials and other City employees;
- Ability to organize data and compile clear, concise reports;
- Ability to prioritize tasks and to work within deadlines;
- Ability to understand and carry out oral and written instructions;
- Ability to produce written documents with clearly organized thoughts using proper sentence construction, punctuation, and grammar.

Supervisory Controls: Work is assigned by the Chief Financial Officer.

Guidelines: Guidelines include GAAP, GASB and other federal and state regulations governing municipal accounting and financial management; City and departmental safety manuals, policies and procedures.

Complexity: The work consists of a variety of accounting, administrative and purchasing duties which require the application of an intermediate knowledge of accounting.

Scope and Effect: The purpose of this position is to support the efficient operation of the department and City through coordination of a wide variety of accounting, administrative and purchasing duties.

Personal Contacts: Contacts are typically with co-workers, elected officials and the general public.

Purpose of Contacts: Contacts typically occur in order to give and exchange information and provide services.

Physical Demands: This work is performed indoors in an office setting and involves occasional light lifting.

Work Environment: This work is performed indoors in an office setting.

Supervisory and Management Responsibility: None.

Minimum Qualifications:

- Bachelor's degree in Accounting, Finance, Business Administration, or a closely related field;
- Two (2) years of experience in business, accounting, finance or related field (knowledge of and experience in municipal government financial operations preferred);
- Or the equivalent combination of education and experience.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: AGREEMENT WITH NEXTSITE FOR BUSINESS DEVELOPMENT SERVICES

AGENDA DATE: November 12, 2019

DATE PREPARED: October 28, 2019

PREPARED BY: Tom Barber

AMOUNT: \$15,500 per year for 3 years

GL ACCOUNT #: 100-7520-521200

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To approve a three-year agreement with NextSite for consulting services.

BACKGROUND: The City currently uses Carroll Tomorrow for industrial development services. The City's position of Economic Development Director has been unfunded. Our Main Street Manager is currently assisting the City Manager with downtown business recruitment. Additional professional assistance is needed in City-wide retail and commercial recruitment. A relationship with NextSite will provide research capabilities and access to retailers that the City can't provide in-house.

STAFF RECOMMENDATION: Staff recommends that we engage NextSite, LLC for three years to provide research, marketing and professional consulting services.

IMPACT: NextSite's expertise and professional contacts will greatly expand our ability to identify needs, select appropriate prospects, and actively recruit retail and commercial businesses to the City. Andy Camp already possesses experience with Villa Rica and its staff, Carroll Tomorrow, and Carroll County.

MOTION: I move that we authorize the Mayor to enter into an agreement with NextSite, LLC to provide consulting services for \$15,500 per year for three years, effective January 1, 2020.



**AGREEMENT TO PROVIDE
RESEARCH, MARKETING & CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the **City of Villa Rica** (hereinafter referred to as “Client”) on this the **1st** day of **January 2020**, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto (the “Project”) for the **City of Villa Rica** which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide research, marketing and consulting services related to the Project to the Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to the Client for the Project as set out in Exhibit A. The engagement will focus on the site(s) identified by the Client and Consultant to pro-actively recruit commercial development and redevelopment.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3) calendar years which shall be calculated as an initial period from as **January 1, 2020 to January 2, 2023**.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$15,500** for the first year. Payment is to be made upon execution of this agreement and receipt of the invoice from NextSite, LLC. The compensation for years two and three shall be **\$15,500** per year payable by the anniversary date of the agreement. The Client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$15,500** per year and thereafter, as mutually agreed between Client and Consultant. Client acknowledges that affiliates and strategic partners of Consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of **City of Villa Rica**.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Andy Camp, VP of Business Development and Shelley Shores, VP of Client Communications. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. Except for Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish periodic reports concerning the status of the project to the Client's representative pursuant to a schedule agreed upon by Consultant and Client. Consultant shall furnish the Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

12. TERMINATION

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit A of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

13. CONFLICT OF INTEREST

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

14. NOTICES/PARTIES REPRESENTATIVES

The primary representative of the Client for this agreement shall be Tom Barber, City Manager, City of Villa Rica.

All notices, bills, and invoices required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: City of Villa Rica
Attn: Tom Barber, City Manager
571 W. Bankhead Hwy, Villa Rica GA 30180
770-459-7000
tbarber@villarica.org

Consultant: NextSite LLC
880 Montclair Road, Suite 625
Birmingham, AL 35213
Attention: Chuck Branch

15. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

16. MISCELLANEOUS

Capacity: Each party to this agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

- C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Law: The laws of the State of Georgia, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CLIENT:

City of Villa Rica

Signature: _____

By : _____

Date _____

CONSULTANT:

NextSite, LLC

By _____

Title _____

Date _____

EXHIBIT A



RESEARCH - ANALYSIS - MARKETING:

NextSite Demographic and Consumer Research

NextSite partners with and contracts with numerous software, research and data solution providers to best analyze each opportunity in our engaged communities. Each city, town, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, competition, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the decision critical data that will most likely influence the site location decisions by retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail sector.

NextSite Analysis

RETAIL GAP/LEAKAGE SUMMARY

One of the most critical components of any retail research/consulting engagement is accurate retail leakage analysis – measuring household spending by category that is leaving the designated trade

area to purchase goods and services. Capturing this leakage through development and redevelopment broadens the tenant mix, creates jobs and leads to additional retail sales tax revenue.

COMMUNITY PEER ANALYSIS

Developers and retailers are always looking for opportunities in cities/trade areas that are similar to previous projects they have completed. We have developed a software solution that allows us to very quickly identify similar geographies (peers) based on a set of demographic, consumer spending and population segmentation variables – allowing us to match potential developments and new retail based on existing locations.

FOCUS PROPERTIES

The NextSite team will work with your organization, local property owners and active commercial brokers in your market to determine the appropriate Focus Properties to position as opportunities to developers, tenant reps and retailers. Once we've identified these opportunities, we will upload them to OppSites.com on your behalf.

RETAILER TARGET LIST

The NextSite team, leveraging our experience, resources and contacts throughout the U.S. will build a retailer target list identify those retailers most likely to consider your city/retail trade area for future expansion. We will also match the retailers in this list to developers that have done single and multi-tenant projects with these concepts.

AERIAL MAPS OF CURRENT RETAILERS

Our Regis software creates arials by city, retail trade area or development/redevelopment zones including locations of all current regional and national retailers. These aerial maps become key components of the Retail Marketing Brochure.

[NextSite Pro-active Marketing](#)

RETAIL MARKETING BROCHURE

Highlights the Focus Properties in your city, key demographic statistics and includes an 11x17 aerial overview of the current retail landscape in the trade area.

PRO ACTIVE RECRUITMENT OF DEVELOPERS & TENANT REP FIRMS

NEXTSITE will leverage its developer and tenant rep relationships to proactively recruit new development and redevelopment in Villa Rica. As part of our efforts NextSite will represent and market the opportunities in Villa Rica at ICSC Deal Making Conferences across the U.S.

[BASECAMP](#)

Upon completion of the research component of our engagement, the NextSite team creates an online account through BASECAMP, a document management and communication platform,

available to the appropriate contacts in your city/organization to access the market analysis and marketing materials.

Scope of Services

Our process begins with establishing your Basecamp Account and issuing our Getting Started document to the identified primary contact(s) in your community. Simultaneously we begin the research and market analysis and plan our initial market visit. As we complete components of the process, we upload the research, analysis and strategy to your Basecamp Account. **This initial phase of the engagement is typically a 60 day process. However, we begin outreach to our developer and tenant rep relationships immediately, letting our contact(s) know we've been engaged by your community and our preliminary thoughts on the market opportunities.**

Market Research - NextSite's assessment will include, but will not be limited to, the following:

- Trade Area Analysis
- Demographics, psychographic, segmentation & consumer behavior/attitudes
- Trade Area Competitors
- Existing retail landscape
- Retail leakage/surplus – GAP Analysis
- Peer Analysis
- Retail development in peer communities
- Cannibalization
- Retail trends
- Market viability

- Identify Trade Corridors/Areas

NextSite will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities and through our onsite market visits.

- Analyze Market & Retail GAP/Leakage data

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/leakage analysis across all retail categories and household level consumer expenditure reviews, consumer profiles and buying habits and, our newest research tool – mobile mapping data to understand consumer travel patterns and confirm trade areas. Our Custom Demographic Research includes Historical, Current, and Projected Demographics from multiple sources.

- Conduct Retail Peer Identification and Analysis

Retailers have a tendency to locate in similar communities and/or trade areas. By identifying communities similar to Villa Rica from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas.

- Consumer Attitude and Behavior Analysis

Our detailed consumer attitude and behavior data allows us to drill down to the consumer level and understand their preferences and likelihood to purchase products and services. Local retail businesses can use this data to better understand the product and service mix needed to grow their company and capture spending that may be leaving the immediate trade area.

- Identify/Evaluate/Catalog Available Commercial Properties and Development Opportunities

Understanding the real estate options within the market for development, redevelopment and higher and best use allows the NextSite team to position specific properties to retail prospects. Our team will drive the market and retail corridors to build a database of the available commercial properties. Once we identify the development and redevelopment Focus Properties we work with our clients to upload these sites to OppSites to market these opportunities to Developers and Tenant Reps.

- Psychographic Profiles of Trade Area / Market Segmentation Analysis

Retailers today know the psychographic profiles of their target consumer. Through our market analysis we identify the segmentation groups and match the consumer profile of Villa Rica shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and service offered once the location decision has been reached.

- Thematic Mapping and Aerial Imagery by trade area

Data visualization allows retailers to identify and target areas for expansion/relocation and the consumers that match their customer profile.

- Retail Competitor Mapping/Analysis

Understanding the location of current retailers in your community and the various retail trade corridors provides valuable insight into co-location opportunities, competitors and available sites for development/re-development. We extend this analysis to understand the retailer mix in competitor communities.

- Identification of Retail Prospects to be targeted for recruitment

An initial list of targeted retailers for recruitment. This database includes the retailer, contact information, and current expansion plans. Updates are made to the list as market conditions and feedback from developers and tenant reps dictate.

- Retailer Recruitment and Execution of the Retail Strategy

The most important service we provide is pro-actively recruiting the developers and tenant reps to leverage the identified target retailers/restaurants. Our team is tasked with communicating and providing assistance to the local commercial real estate professionals in your community while also keeping the primary contacts updated on the progress of our recruitment efforts.

- Updates on Retail Industry Trends

While our day to day effort is focused on micro analysis of the current retail landscape and opportunities – we believe it is critical to any strategic initiative to understand the macro factors affecting commercial retail development.

Marketing Strategy

Upon completion of the research component of our engagement, the NextSite team will create an online account through our BASECAMP platform, available to the appropriate contacts in Villa Rica to access all market analysis, marketing materials and project communications.

Identification and Recommendation of Retail Targets – NextSite will develop a Retail Target List consisting of new to market retail/restaurants that fit market profile as well as the profile of targeted consumers. This list of retailer and restaurant targets is based on the initial research and analysis done for your community and the identified trade areas. The Retail Target List is updated as we determine interest levels through our conversations with developers and tenant rep firms and as retailers/restaurants adjust their expansion plans.

Recommendations for Site Locations for Retail/Restaurant Targets - NextSite and its partners will work with the city to catalog local commercial properties that may be suitable sites for development and/or redevelopment, including those sites that may present a higher and best use. This will include maps, aerials, and all pertinent contact and site specific information relative to each site.

Develop Marketing Materials - NextSite will develop marketing materials on the client's behalf to market the community and site opportunities to retailers, developers, and tenant reps.

Implementation of Retail Recruitment Plan

A NextSite Team Member will be designated as the Primary point of contact between the appropriate officials and NextSite. The Client Managers responsibilities include:

1. Communication with the Client
2. Communication with local property owners, developers and brokers
3. Updating and Maintaining the Basecamp account
4. Responding to On-Demand research report requests

The NextSite team will focus on pro-actively recruiting developers and tenant reps to your community. This effort will include:

1. Outgoing phone calls to tenant rep firms
2. Outgoing phone calls to retail developers
3. Portfolio Reviews with tenant reps and developers
4. ICSC Conference meetings with tenant rep firms and developers
5. Updating the Focus Property List
6. Updating the Retail Target List
7. Basecamp updates in real time as new information becomes available
8. Responding to specific research and site information requests from developers and tenant reps

EXHIBIT B

Optional Services

PUBLIC/PRIVATE PARTNERSHIPS - INCENTIVES CONSULTING SERVICES

NextSite has partnered with several industry experts to provide incentives consulting services to public sector organizations. It is critical for community leaders to understand the validity of these request by leveraging the knowledge of these experts through quantitative analysis of the project pro forma, measuring the impact on existing retail sales (cannibalization) and calculating the potential for increased retail sales tax revenue to the city and the economic impact on city finances.

INCENTIVES CONSULTING FEES NEGOTIATED PER PROJECT



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Replacement of Street Light Fixtures

AGENDA DATE: November 12, 2019

DATE PREPARED: October 29, 2019

PREPARED BY: Tom Barber

AMOUNT: \$18.40 per light per month

GL ACCOUNT #: 100-4210-531231

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To replace 98 high pressure sodium acorn top light fixtures in downtown.

BACKGROUND: Over the years, our downtown street light fixtures have fallen into disrepair. Replacement parts are becoming increasingly hard to obtain. We can contract with Georgia Power to replace these fixtures with LED technology with no up-front fee but a high per month fee.

STAFF RECOMMENDATION: Staff recommends that we replace our 25-year old street light fixtures with LED fixtures.

IMPACT: Our monthly street light expense will increase by \$18.40 per light for 98 lights, or \$1,803.20 per month. This amount has been budgeted for FY 2020.

MOTION: I move that we authorize the City Manager to order the replacement of 98 downtown street lights from Georgia Power for \$28.00 per light per month.

JEFF REESE, MAYOR
CITY COUNCIL:
SHIRLEY MARCHMAN, MAYOR
PRO TEM
LESLIE MCPHERSON
DANNY CARTER
MATTHEW MONTAHAN

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

Memo

To: Tom Barber, City Manager

From: Bobby C. Elliott, P.E. – Community Development Director, City Engineer

cc: Jeremy Dukes, Street Department Manager

Date: October 14, 2019

Re: Street Light Request – Acorn Top Fixture Replacement for Downtown Business District

Back in 1995, the City contracted with Georgia Power to install 98 high pressure sodium acorn top light fixtures for the Downtown Business District. Over the years, these fixtures have fallen into disrepair and it keeps getting more difficult to find replacement parts for them. Trying to keep these repaired with the older technology makes no sense. Back a few years ago when Georgia Power upgraded the standard street lights to LED fixtures, a replacement or upgrade to a LED fixture similar to these acorn tops was not available. Today, there are LED fixtures available to replace the acorn top fixture currently in place.

Georgia Power has given us a price for upgrading these lights. With no upfront charge, they will replace all 98 fixtures with LEDs for a price per month of \$28.00 per fixture. We are currently paying \$9.60 each for these broken-down fixtures, so the cost will be an additional (\$28-\$9.60) \$18.40 per month per light. These new fixtures will certainly be a tremendous upgrade to the Downtown area from our current situation. We have adjusted the new street light budget to account for these new fixtures.

I recommend that we proceed with these installations.

BCE

Lighting Services Agreement - Illumination



Customer Legal Name VILLA RICA CITY OF DBA _____
Service Address 571 W BANKHEAD HWY VILLA RICA GA 30180 County Carroll - GA
Mailing Address 571 WEST BANKHEAD HWY VILLA RICA GA 30180
Email _____ Tel # _____ Alt Tel # _____
Tax ID# 0691 Business Description _____

Existing Customer Yes ☐ No ☒ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Action	Qty	Wattage	Type	Description
INS	98	70	LED	Post Top
Service Cost (\$)		Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)
\$2,505.86		\$238.14	\$2,744.00	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. This estimate is based on Summer Rates in effect at the time of this proposal.

** The actual upfront sales tax will be calculated based on the taxes in effect at the time for the premise location.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☒ N/A ☐

Type	Customer	Tariff	Content	CIAC (\$)	Pre-Payment (\$)	Estimated Taxes (\$)**	Total (\$)**
NESC	Gov	EOL		\$0.00	\$0.00	\$0.00	\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Brandon Jenkins
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Illumination - Governmental)

1. **Lighting Services Agreement.** This Lighting Services Agreement (the "Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting service and, where GPC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). GPC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "GPC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by GPC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. GPC retains the sole and exclusive right, title and interest in and to all of the GPC Assets utilized in connection with the Service. Moreover, GPC may remove the GPC Assets upon termination of this Agreement. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's mailing address is noted on Page 1.
4. **Payment.** GPC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer will be required to pay any and all costs associated with Customer initiated changes after the date the Agreement has been signed.
5. **Premises Activity.** Customer grants GPC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the GPC Assets and other tools or equipment in order to install and connect the GPC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove GPC Assets; (iv) provide electric energy in relation to the Service where GPC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "GPC Activity"). Customer represents that it has the right to permit GPC to provide the Service and perform the GPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity and Service.
6. **Installation.** Customer recognizes that GPC may be required to install the GPC Assets in order to provide this service. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the installation of GPC Assets at the premises (including trenching), Customer warrants that the work will meet GPC's installation specifications (which GPC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i.e., 10 days') notice to GPC that GPC Activity related to the installation and connection of GPC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences the GPC Activity, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the GPC Activity ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to the GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** During the term of this Agreement, in the event of any work or digging near the GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then current Dig Law; (ii) coordinate with the UPC and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the GPC Assets caused by anyone other than GPC (or a GPC contractor or representative).
8. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying GPC if there is a Service interruption. Customer can provide such notice by either calling 1-888- 660-5890 to report the issue or by reporting the issue online at (<http://outdoorlighting.georgiapower.com>).
9. **Pole Attachments.** If Customer desires to attach or affix anything to the GPC Assets, Customer must first obtain GPC's written consent. Customer must call GPC Lighting Services Business Unit at 1-888-660-5890 to obtain such authorization.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Illumination Service or any GPC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or GPC Assets choice, the Illumination Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Illumination Service, GPC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.
11. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
12. **Arbitration.** Any disputes which the parties are unable to resolve in good faith within 30 days written notice to the defaulting or breaching party, other than those disputes related to indemnity or for which a claim is filed by Customer or GPC individually in a small claims court or Customer's state's equivalent court so long as the claim remains in such court and advances as an individual (non-class, non-representative) claim for relief, will be submitted to arbitration administered by JAMS in Atlanta, Georgia in accordance with the JAMS Streamlined Arbitration Rules & Procedures before a single arbitrator, and the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will issue an award in a form not to exceed one page and will not include findings of fact, conclusions of law or a reasoned opinion. Customer must pay their share of the arbitration fees, as established by the arbitrator, up to a maximum of \$75. If Customer prevails in the arbitration, GPC will bear all reasonable expenses borne by Customer in connection with the arbitration. Customer will not be permitted to participate as a representative or member of any class arbitration with respect to any claim that is subject to this agreement and Customer irrevocably waives any right they may have had to participate in any such class. The arbitrator has no authority to conduct any consolidated, joint or class arbitration as to any claims and will only address and determine the individual claims of the parties. If any part of this arbitration clause is found to be unenforceable, the entire arbitration clause will be unenforceable.
13. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing or terminates this Agreement without proper notice and prior to the end of the then current term. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may elect to immediately terminate this Agreement and remove any or all GPC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law, including, without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Service during the remaining term of the Agreement.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

1453 Duluth Hwy 120
Lawrenceville, GA 30043



3/19/2019

Jeremy Dukes
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Thank you for the opportunity for Georgia Power Company to provide a site lighting proposal.

Georgia Power Company proposes the following:

- Remove (98) 150-watt HPS Acorn fixtures
- Install (98) 100-watt LED Traditionair fixtures
- All lights will be controlled by a dusk to dawn photocell.

The new monthly fee for this lighting system will be **\$2,744.00** (\$28.00 per light) and no upfront construction or installation fee.

The current monthly fee for outdoor lighting of **\$940.92** (\$9.60 per light) initiated in 1995 will be removed from the account. These costs are before taxes.

So, there will be a net cost of **\$1,803.08** (\$2,744 - \$940.92) that will be applied to the City of Villa Rica overall total lighting bill of \$21,868.94



This proposal includes Georgia Power Company's Maintenance Policy and all electricity used by the lights.

There is a minimum 2-year agreement period for the lighting. At the end of the initial 2-year period the lighting contract moves to a month to month agreement with no change in pricing.

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (30) days from the above date. Thank you for the opportunity to serve your lighting needs.

Sincerely,

Brandon Jenkins

Jeremy Dukes

From: Jenkins, Brandon Sandore <BSJENKIN@SOUTHERNCO.COM>
Sent: Tuesday, March 19, 2019 1:52 PM
To: Jeremy Dukes
Subject: RE: Georgia Power Co. - 541 W. Bankhead Hwy. Villa Rica

Hi. Yes. In this particular case, the fixtures will be installed on the existing brackets as a retrofit job.

Thanks,

Brandon Jenkins

Georgia Power Company
Sales Account Executive (Outdoor Lighting)
Austell Headquarters
Cell: 478-278-3837

From: Jeremy Dukes <jdukes@villarica.org>
Sent: Tuesday, March 19, 2019 1:47 PM
To: Jenkins, Brandon Sandore <BSJENKIN@SOUTHERNCO.COM>
Subject: Re: Georgia Power Co. - 541 W. Bankhead Hwy. Villa Rica

EXTERNAL MAIL: Caution Opening Links or Files

Hello mr Jenkins, how will the attach to the existing wood poles? Using the existing brackets and just replacing the a style as a single on the decorative poles.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Jenkins, Brandon Sandore" <BSJENKIN@SOUTHERNCO.COM>
Date: 3/19/19 12:20 PM (GMT-05:00)

To: Jeremy Dukes <jdukes@villarica.org>

Subject: Georgia Power Co. - 541 W. Bankhead Hwy. Villa Rica

Hi Jeremy,

Thanks for meeting with me last week. Attached in this email is the proposal and the service agreement. Please review the title, & date and email back to me. This fixture that I'm proposing to you all is our durable standard LED fixture (shown below on right). From now, I can send you a service agreement for a more decorative (shown below on left) fixture. The more decorative fixture is around \$46 per fixture. So, the city will be looking at about \$4,508 per month added to the city's current lighting bill. Please let me know if you would like to illuminate more area than the more decorative fixtures.



VS.



Thanks,

Brandon Jenkins

Georgia Power Company

Sales Account Executive (Outdoor Lighting)

Austell Headquarters

Cell: 478-278-3837



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: ABANDONMENT OF BAKER INDUSTRIAL COURT

AGENDA DATE: November 12, 2019

DATE PREPARED: October 28, 2019

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To abandon Baker Industrial Court.

BACKGROUND: Baker Industrial Court runs west from Liberty Road and dead ends into a cul-de-sac. This road provides access to several driveways for adjoining commercial properties. Dickinson Investments, LLP and Howleco, LLC are the two adjacent property owners to Baker Industrial Court as shown in Exhibit "A" attached hereto.

They have requested that the road be closed as a public road for the purpose of allowing them to reconfigure their property for better use. Because this is a dead-end street the public has no reason to travel through this portion of the cul-de-sac. If any portion of the road is to remain as a public road it will be important to provide some means of the public to turn around.

Although the road will be abandoned the abandoned roadway will not be transferred to the adjoining property owners until appropriate easements for any and all City utilities can be prepared and executed. At such time as that has been completed then the City may choose to transfer an easement to the abandoned road right-of-way to both of the adjoining property owners.

STAFF RECOMMENDATION: The staff recommends abandoning the roadway as requested because it serves no public purpose and will remove any obligation of the City to maintain the portion of the road being abandoned.

IMPACT: It is not anticipated that the abandonment of the portion of Baker Industrial Court shown on the attached Exhibit "A" will have any impact upon the City other than absolving the City from any further liability for maintenance on the road.

MOTION: I move to abandon that portion of Baker Industrial Court as shown on the exhibit attached to this Resolution as Exhibit "A". I further move to authorize the City Manager or his designee to negotiate the transfer of the abandoned road right-of-way to any or all of the landowners adjacent to the portion of Baker Industrial Court to be abandoned.

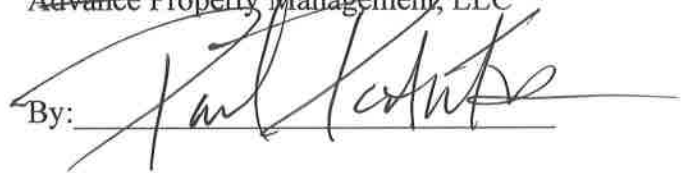
ACKNOWLEDGMENT AND CONSENT
TO ABANDONMENT OF ROAD

Comes now the undersigned who own property adjacent to a public road in the City of Villa Rica known as Baker Industrial Court and acknowledge and consent to the proposed action of the City of Villa Rica to abandon that portion of the existing public road right of way as shown on the drawing attached as Exhibit "A".

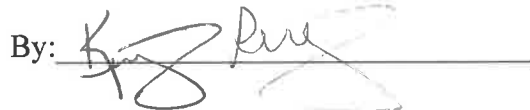
The undersigned further acknowledge that the abandonment of the road does not release title to the abandoned road bed to the City. The City and the undersigned will negotiate a transfer of the abandoned road bed to the adjacent owners subject to any and all necessary public easements.

This the 17 day of October, 2019.

Advanced Tennis, LLC
Advance Property Management, LLC

By: 

Advanced Property Management, LLC

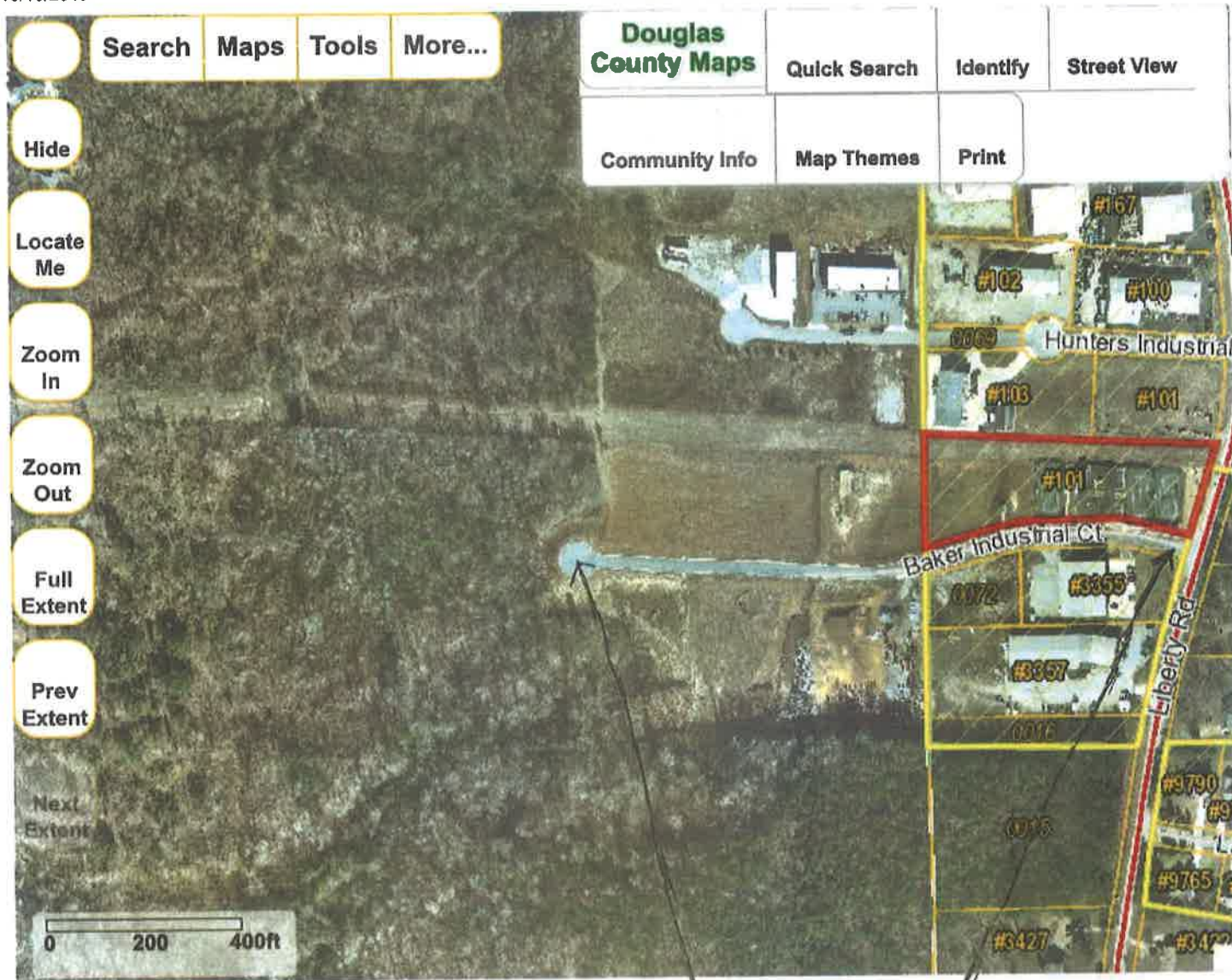
By: 

Dickinson Investments, LLP

By: 

Howleco, LLC

By: 



Right of Way
To BE ABANDONED

EXHIBIT "A"

PUBLIC NOTICE TO ABANDON ROADWAY

The governing authority of the City of Villa Rica has indicated its willingness and desire to propose the abandonment of Baker Industrial Court. The roadway to be abandoned is the entire length of Baker Industrial Court located within the City of Villa Rica. The proposal provides that Baker Industrial Court has ceased to be used by the public to the extent that no substantial public purpose is served by it, that the proposed abandonment of the roadway will no longer be part of the City road system, and the rights of the public to the section of road as a public road will cease.

Notice is hereby given that the Villa Rica City Council will consider abandonment of said portions of roadway at a hearing to be held at its regularly scheduled meeting at 6 p.m. on the 12th day of November, 2019. Any person wishing to speak to the City Council on this matter should appear at said hearing at the Holt-Bishop Justice Center, 101 Main Street, Villa Rica, Georgia 30180.

RESOLUTION TO BEGIN THE PROCESS OF ABANDONING
BAKER INDUSTRIAL COURT

WHEREAS, O.C.G.A. § 36-5-22.1 authorizes the governing authority to establish, alter, or abolish roads, bridges, and ferries within its jurisdiction in conformity to law, and O.C.G.A. § 32-7-1 authorizes the City to abandon public roads; and

WHEREAS, Baker Industrial Court and its right of way identified on the drawing attached as Exhibit "A", is no longer used for any public purpose;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Villa Rica, Georgia that Baker Industrial Court and its right of way identified on the drawing attached as Exhibit "A", be and is hereby abandoned as a public road in the municipal road system of the City of Villa Rica.

IT IS FURTHER RESOLVED that the City Manager or his designee is authorized to negotiate the disposal of the abandoned road right-of-way to the adjoining property owners on such terms as may be later approved by the City Council.

This ____ day of _____, 2019.

CITY OF VILLA RICA, GEORGIA

By: _____
Jeff Reese
Mayor, City of Villa Rica

Attest:

Alisa Doyal, City Clerk

(County Seal)



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: The Enforcement of an Ordinance Requiring Connection to Sanitary Sewer Where Available

AGENDA DATE: November 12, 2019
PREPARED BY: Tom Barber

DATE PREPARED: October 30, 2019

AMOUNT:
FUNDING SOURCE:

GL ACCOUNT #:
BUDGETED ITEM?

PURPOSE: To discuss the City's requirement to connect to sanitary sewer.

BACKGROUND: The City's ordinance requires connection to our sanitary sewer system. Section 26-81 (5) states: The owner of any house, building or property used for human occupancy, employment, recreation or other purposes situated within the city's jurisdiction and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the city is hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 30 days after date of official notice to do so, provided that such public sewer is within 100 feet of the property line and access is available.

STAFF RECOMMENDATION: Staff recommends that City Council confirm the City Manager's responsibility to strictly enforce the ordinance requiring connection to the sanitary sewer system.

IMPACT: Enforcement will reduce the overall usage of septic tanks in the community. New connections to our sewer system will generate additional revenues for the Water & Sewer Fund.

MOTION: I move that we authorize the City Manager to strictly and universally enforce the City's ordinance requiring property owners to connect to sanitary sewer where available.