

CITY COUNCIL  
GIL MCDUGAL, MAYOR  
DANNY CARTER, MAYOR PRO-TEM  
SHIRLEY MARCHMAN  
LESLIE MCPHERSON  
MATTHEW MOMTAHAN  
MICHAEL YOUNG

# 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 WORK SESSION AGENDA

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

February 25, 2020 | 5:00 PM

### Meeting Call to Order (Mayor Gil McDougal)

#### A. Governing Body (Mayor Gil McDougal)

1. Training Requirements for Volunteer Board Members

#### B. Parks, Recreation & Leisure Services (Vicki Coleman, Director)

1. Vendor Recommendation for July 3rd Sound and Lighting
2. Vendor recommendation for July 3rd Fireworks
3. Recreation Advisory Committee Appointment of Sharon Somerville-Thomas

#### C. Utilities (Pete Zorbanos, Director)

1. Emergency Replacement of Bay Springs Lift Station Pump #2

#### D. Finance (Sarah Andrews, CFO)

1. Service Agreement Renewal with Datamatx for Printing and Mailing of Utility Bills
2. 2019 Budget Amendments

#### E. Discussion Items (Mayor and Council)

1. Downtown Parking Complaints from Business Owners (Leslie McPherson, Councilwoman)
2. Ways University Students Can Possibly Provide Help and Cost Savings to Villa Rica (Leslie McPherson, Councilwoman)
3. Speed Humps (Leslie McPherson, Councilwoman)
4. Temple Street - Make "One Way" (Leslie McPherson, Councilwoman)

#### F. Adjournment



Agenda Item: \_\_\_\_\_

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Training Requirements for Volunteer Board Members

**AGENDA DATE:** February 25, 2020

**DATE PREPARED:** February 5, 2020

**PREPARED BY:** Tom Barber

**AMOUNT:** n/a

**GL ACCOUNT #:** n/a

**FUNDING SOURCE:** n/a

**BUDGETED ITEM?** n/a

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**PURPOSE:** To approve additional training requirements for selected board members serving multiple terms.

**BACKGROUND:** Several of our volunteer board members have served multiple terms but have not attended any related training since their first term. On May 14, 2019 Council discussed their desire for members to attend training at the beginning of their second term and during all subsequent terms of service. Council asked staff to bring back a recommendation for their consideration.

**STAFF RECOMMENDATION:** Staff recommends volunteer board members attend a training session during the first year of their second term and during the first year of each subsequent term. Failure to attend will result in removal from the board. The first year of training would occur beginning on October 1, 2020 and subject to available funding. Only the Planning & Zoning Commission, Development Authority, Downtown Development Authority, and the Historic Preservation Commission would be subject to this requirement.

**IMPACT:** This policy could cost the General Fund up to a couple of thousand dollars each calendar year.

**MOTION:** I move that we require the board members of the P&Z, VRDA, DDA and HPC to attend a training session during the first year of their second term and during the first year of each subsequent term.



Agenda Item: \_\_\_\_\_

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Sound and Lighting – July 3<sup>rd</sup> Fireworks

**AGENDA DATE:** February 25, 2020

**DATE PREPARED:** February 5, 2020

**PREPARED BY:** Vicki D. Coleman, AICP, Director

**AMOUNT:** \$6,768.51

**GL ACCOUNT #:** 100-6130-523880

**FUNDING SOURCE:** General Fund

**BUDGETED ITEM?** Yes

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**PURPOSE:** The Parks, Recreation, and Leisure Services department is requesting approval of a vendor to provide sound and lighting services.

**BACKGROUND:** The Department sought bids for sound and lighting in association with the City's annual July 3<sup>rd</sup> Fireworks production. The sound and lighting is an essential component of the equipment need for the concert.

The City received a total of two bids. One company failed to meet the submittal deadline.

**Pop Audio     \$6,768.51**

Chevalier Production \$17,000

**STAFF RECOMMENDATION:** Approval of Pop Audio

**IMPACT:** Improves overall concert visibility

**MOTION:** To approve Pop Audio as the vendor to provide sound and lighting services for the July 3<sup>rd</sup> concert.

# Production Bid Sheet

Pop Audio July 3, 2020 Fireworks Sound and Lighting Bid

PA is 12-15 inch Mids./Highs over 12-18 inch Subs per Side L/R

This is the same PA Used in 2019 Show for coverage "No Additional Cost above 2019 PRICE." (Discount)

|                                             |                 |
|---------------------------------------------|-----------------|
| PA with wired Mics., Stands and Cabling     | \$ 3,821.31-20% |
| Delay Tower PA per Specifications           | \$ 200.00-25%   |
| Generator/Size 60 KW w Power Distro.        | \$ 300.00       |
| Lights/Number 24 Par 64                     | \$ 604.00-20%   |
| Lighting Crew @18 Hours on Site-3 Men       | \$ 928.26       |
| Spot Light, 1- 10 Ft. Scaffold No Operator  | \$ 300.00       |
| PA Scaffold (2-12 ft. main, 1-5ft Delay)    | \$ Inc. in PA   |
| Labor @18 Hours on Site-3 Men               | \$ 1,350.00     |
| Drum Set-Gretsch 5 Piece per Specifications | \$ 200.00       |
| 2-Wireless Microphones for Announcers       | \$ 200.00-100%  |
| Total before Discount                       | \$ 7,903.57     |
| Discounts for Repeat Customer               | \$ 1,135.06     |
| Discounted Price                            | \$ 6,768.51     |

# **Production Bid Sheet**

**Client:**

**City of Villa Rica**

**Date of Show July 3, 2020**

**Load in Time: 7:00AM**

**Show Start Time 5:00pm**

**Show End Time Approximately 10:00pm**

**Weather: Sunshine only unless agreed upon in advance.**

**See Cancellation Policy for additional information.**

**Rain Out Date July 10, 2020**

**Sound Crew:**

Chris Pou: Crew Chief and FOH Engineer

Ryan Thomas: Monitor Engineer

Audio Stage Assistant TBD upon award of bid

**Lighting Crew:**

Brandon Morris: Lighting Director:L-1

Chip :L-2

Mike Garcia: L-3 and Spot Operator

## **Pop Audio System Operation and Event Cancellation Policy**

Pop Audio has worked diligently to bid and contract in good faith and will be available to provide the Sound and/or Lighting Services as contracted on the Contracted Show Dates.

Should The Producer have conflicts with the Artist regarding Pop Audio Providing Sound, Lighting and Engineering Services as contracted, please let me know in writing.

Pop Audio does not contract with Individual Artist or Artistic Groups when bidding on shows provided by a Producer.

We will work to accommodate these Artists when the accommodation is within our contracted agreement with the Producer, or within Pop Audio's internal company policy.

Due to potential system damage to our systems, the lack of familiarity with our systems and the lack of ability to control the actions of Non-Pop Audio Engineers, Non-Pop Audio Engineers are not allowed to run our systems unless a written agreement is reached in advance.

Pop Audio is contracted to operate the Sound and Lighting Systems we provide in the contract.

The Artist's Audio Engineers, at Pop Audio's discretion, may stand within the Sound Booth and make suggestions to Pop Audio's Audio Engineers as long as the Guest does not become interfering, vocally abusive or attempt to operate the Mixing Board.

Should that action take place, the Guest will be required to leave the Sound Booth, which is at the Pop Audio's Audio Engineers choice.

The Pop Audio-Audio Engineer is task with a job and takes that job seriously.

Pop Audio takes pride in our work, staff, and has built a reputation of having high quality services at a reasonable price and will not risk that reputation or damage to our equipment by someone who is not a Pop Audio Contractor.

When a Promoter negotiates with Artist for Events or Shows, please make sure the Artist know in advance this policy is in place on the Events or Shows which Pop Audio is contracted to provide our services.

Giving the Advanced Notice to the Artist or Artist Agent will eliminate any unnecessary issues on show dates or potential problems for you as the producer.

Pop Audio System Operation and Event Cancellation Policy

**Cancellation of Pop Audio's Sound and/or Lighting Services:**

**All Cancellations Notifications Must be in Writing via email between contracting parties.**

**Cancellation of Pop Audio's Sound and/or Lighting Services within 30 days of the Scheduled Show Date** due to Conflicts within Individual Artist Agreements, Artist Technical Differences, Artist Availability, other Artistic Issues, Opinions, or Producer problems require **Full Payment of the Contracted Show Price to Pop Audio as a Cancellation Fee.**

This Cancellation Charge is necessary due to the advance process required for scheduling and reserving of dates, having equipment, other resources and labor in place and available for the Reserved and Contracted Show Dates.

**Cancellations 7 Days or Less prior to a Reserved Show Date due to Expected Severe Weather:**

**Full Payment of the Contracted Amount is required for a Cancellation 7 Days or Less prior to a Reserved Show Date** due to Expected Severe Weather.

This Full Payment is required on the **Original Reserved Show Date.**

Resources for that **Original Reserved Show Date are rescheduled** at another date mutually acceptable between Pop Audio and the Producing Organization within the calendar year of the Severe Weather Cancellation.

Should Pop Audio not be available to provide services as originally scheduled for the selected replacement date, a full refund of the Cancellation Payment will be refunded to the Producer within 7 Days after the replacement date.

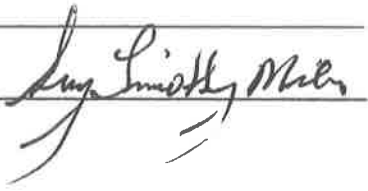
All Cancellation Fees are NON REFUNDABLE unless specified in the above conditions due to the loss of opportunity to do the contracted work.

I hereby accept this policy as part of the Event and Show Contract:

Producer: \_\_\_\_\_

Date: \_\_\_\_\_

For: \_\_\_\_\_

Pop Audio: 

Date: 12-15-2019

Chevalier Productions

230 E G St  
Anniston AL  
36207

Received  
12/27/19  
12:35pm  
Received  
Past cutoff  
of noon.

## Estimate

| Date       | Estimate # |
|------------|------------|
| 12/27/2019 | 1587       |

| Name / Address                                                  |
|-----------------------------------------------------------------|
| CITY OF VILLA RICA<br>106 Temple Street<br>Villa Rica, GA 30180 |

|                                                                                                                                                                                               |     |              | Project      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|--------------|
| Description                                                                                                                                                                                   | Qty | Cost         | Total        |
| Chevalier Productions will provide the following production for your even July 3 2020 Villa Rica Sports Complex ( VPlax), 1605 Carrollton Villa Rica Highway Villa Rica , GA 30180            |     | 0.00         | 0.00         |
| Sound , Lighting and Backline for this event will include the following.                                                                                                                      |     | 0.00         | 0.00         |
| Vertec 4886 System to include 16 Vertec 4886 3 way speakers. Lab Gruppen FP 10 K included with a DBX 4800 Drive rack processor. Frames and case's included. That will be deployed 8 per side. |     | 1,500.00     | 1,500.00     |
| EAW SB 1000 SUB CABINETS dual 18 inch subs will include 4 cabinets per side with a total of 8 sub speakers with power and processing.                                                         |     | 800.00       | 800.00       |
| Midas M 32 40 channel digital mixer for Front of house mixing with playback and all processing.                                                                                               |     | 150.00       | 150.00       |
| Midas M 32 40 channel digital mixer for monitors on the stage                                                                                                                                 |     | 150.00       | 150.00       |
| S 32 digital stage box for interconnect with consoles.                                                                                                                                        |     | 50.00        | 50.00        |
| Shure 4 channel UR Wireless Microphone System for MC and spares                                                                                                                               |     | 400.00       | 400.00       |
| Scaffolding tower 10" for sound system and spotlight. Delay speakers included.                                                                                                                |     | 400.00       | 400.00       |
| LED Full Stage Package to include 32 Chauvet Colorado Tri IP fixture's with Control.                                                                                                          |     | 1,500.00     | 1,500.00     |
| Generator 60 KW                                                                                                                                                                               |     | 1,000.00     | 1,000.00     |
|                                                                                                                                                                                               |     | <b>Total</b> | <b>Total</b> |

Chevalier Productions

230 E G St  
Anniston AL  
36207

# Estimate

| Date       | Estimate # |
|------------|------------|
| 12/27/2019 | 1587       |

| Name / Address                                                  |
|-----------------------------------------------------------------|
| CITY OF VILLA RICA<br>106 Temple Street<br>Villa Rica, GA 30180 |

|                                                                                                                                                                        |     |              | Project            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|--------------------|
|                                                                                                                                                                        |     |              |                    |
| Description                                                                                                                                                            | Qty | Cost         | Total              |
| Drum Kit to include all cymbals and stands.                                                                                                                            |     | 250.00       | 250.00             |
| Technicians to operate and manage all technical elements of the production provided                                                                                    |     | 1,500.00     | 1,500.00           |
| Labor to load in and load out all production from Chevalier Productions.                                                                                               |     | 800.00       | 800.00             |
| Chevalier Production will provide as a rain date the same production value's at the same cost if needed per a rain out on July 10 2020 at the same location and times. |     | 8,500.00     | 8,500.00           |
|                                                                                                                                                                        |     | <b>Total</b> | <b>\$17,000.00</b> |

**MANDATORY BID SUBMITTAL FORM**

BID NUMBER: Q20-001PR | July 3<sup>rd</sup> or July 10<sup>th</sup> rainout Sound & Lighting  
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: Chevalier Productions

Street Address: 2306 St Anniston Ave

City/State/ZIP code: 36207

Primary Contact: John Chevalier

E-mail Address: Chevalier Audio @ Gmail. com

Phone Number: ( 256 ) 835-0360

Cell Phone Number: ( 256 ) 232-1504

I acknowledge that this quote pertains to sound and lighting services that will be provided on the football field at the Villa Rica Sports Complex (VPlex), located at 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180.

Signature: 

Date: \_\_\_\_\_

**REFERENCES****Reference No. 1 of 3**Company Name: Graddick Communication

Street Address: \_\_\_\_\_

City/State/ZIP code: \_\_\_\_\_

Primary Contact: Steve Graddick

E-mail Address: \_\_\_\_\_

Phone No: (770) 328-6182 Cell No: ( ) \_\_\_\_\_**Reference No. 2 of 3**Company Name: Milltown Music Hall

Street Address: \_\_\_\_\_

City/State/ZIP code: \_\_\_\_\_

Primary Contact: Steve BennettE-mail Address: Steve@milltownmusichall.comPhone No: (404) 983-4596 Cell No: (770) 537-6455**Reference No. 3 of 3**Company Name: Carrollton GA. Parks & Rec

Street Address: \_\_\_\_\_

City/State/ZIP code: \_\_\_\_\_

Primary Contact: Tory KimbrellE-mail Address: +Kimbrell@carrollton-ga.govPhone No: (770) 710-6413 Cell No: ( ) \_\_\_\_\_



## **REQUEST FOR QUOTE – JULY 3<sup>RD</sup> or July 10<sup>TH</sup> SOUND & LIGHTING**

PROPOSAL NUMBER: Q20-001PR | ISSUE DATE: December 6, 2019

The City of Villa Rica Parks, Recreation & Leisure Services Department seeks quotes for sound & lighting services. All quotes must be received no later than **12:00 pm on Friday, December 27, 2019**.

### **Submit proposals to:**

Villa Rica Parks, Recreation & Leisure Services Department  
Attn: Administrative Office, Gold Dust Park  
Reference No. Q20-001PR  
646 Industrial Blvd  
Villa Rica, GA 30180

In determining the lowest responsive and responsible bidder, in addition to price, the following shall also be considered:

1. The ability, capacity and skill of the bidder to perform the contract.
2. The character, integrity, reputation, judgment, experience and efficiency of the contractor.
3. The quality of performance on previous contracts.

### **For any questions, please email:**

Tara Ivey, Administrative Manager

Email: [tivey@villarica.org](mailto:tivey@villarica.org)

No Phone Calls Please

## SPECIAL INSTRUCTIONS

Parties interested in acquiring this contract with the City of Villa Rica's Parks, Recreation & Leisure Services Department shall submit one copy of the proposal package to meet the requirements below:

1. All bids must be labeled **"City of Villa Rica Parks, Recreation & Leisure Services Department – July 3<sup>rd</sup> or July 10<sup>th</sup> rainout Sound & Lighting"**.
2. Bidders must be properly licensed and secure necessary permits wherever applicable.
3. Complete Mandatory Bid Submittal Form.
4. Complete City of Villa Rica vendor information packet, if not currently an approved vendor. Responsive documents are available online in the Finance Section of the Document Center at [Purchasing - City of Villa Rica, Georgia.pdf](#)
5. Preservation of Rights: The owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities and irregularities. The owner reserves the right to accept the bid, which in the judgment of the Owner, is in their best interest.
6. The City of Villa Rica is the sole determiner of a qualified bidder and may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this section may also occur at any time during the effective period of this Contract, or any extension/renewal thereof.
7. List of three (3) references that your company has provided sound & lighting to in the last three years, including Company name, contact person, address, phone number and e-mail.
8. Must be regularly engaged in the business of providing Sound & Lighting for a minimum of 5 years and must demonstrate that they, or

the principals assigned to the project, have successfully completed, similar to those specified in the requirements listed below of this bid, to at least one customer similar in size and complexity to the City of Villa Rica.

9. Termination of Contract: The City of Villa Rica may, at any time it deems necessary, may terminate this agreement with thirty (30) calendar days written notice.
10. Discounts: Any available discount for prompt payment, government or cooperative purchasing, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

## **IMPORTANT CONSIDERATIONS:**

### **Location:**

Sound and lighting services will be at the City's July 3<sup>rd</sup> or July 10<sup>th</sup> rainout event held on the **football field at the following location:**

**Villa Rica Sports Complex (VPlex)  
1605 Carrollton Villa Rica Highway  
Villa Rica, GA 30180**

**MANDATORY BID SUBMITTAL FORM**

BID NUMBER: Q20-001PR | July 3<sup>rd</sup> or July 10<sup>th</sup> rainout Sound & Lighting  
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/ZIP code: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Cell Phone Number: (\_\_\_\_\_) \_\_\_\_\_

I acknowledge that this quote pertains to sound and lighting services that will be provided on the football field at the Villa Rica Sports Complex (VPlex), located at 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **DESCRIPTION: Minimum Requirements**

### **1.0 GENERATOR REQUIREMENTS:**

- 1.1 (1) 60kw Generator with adequate fuel and cables.

### **2.0 BACKLINE:**

- 2.1 (1) 5 Piece drum set up with 3 cymbal stands, kick drum pedal, hi hat and drummer throne; **Gretsch Catalina Club Birch or Yamaha, Pearl, Ludwig, DW equivalent piece. Specify if midlevel or professional series.**

### **3.0 SPEAKER AND EQUIPMENT REQUIREMENTS: EAW, Meyers, JBL or equivalent**

- 3.1 (8) mid hi's over (8) subs per side, (9) wedges/monitors plus sub for drummer, LS9 FOH console, LS9 Monitor console with (10) mixes, FX, EQ and Comp., Playback CD, (2) engineers, stage tech, (6) wired mics with stands, cabling, delivery setup, and strike of equipment.
- 3.2 (2) Wireless microphones for announcers
- 3.3 (2) 10'scaff towers w/walk boards at main stage, (1) process rack, (2) mid per delay tower.
- 3.4 (1) 6'scaff tower w/walk board (1) process rack, (2) speakers to cover lower parking lot

### **4.0 LIGHTING REQUIREMENTS:**

- 4.1 24K par 64 Lights hung from genie lift roof, dimmer, controller and gel media LD, delivery, all labor included and strike of equipment.
- 4.2 (1) 10' spotlight tower with operator

## **NOTES**

- \$2 million general liability insurance. The certificate must list the City of Villa as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change Labor:
- One must include all staging labors/hands during set-up, throughout event and during the break down of all staging equipment.
- **In the event of cancellation, the rescheduled date is Friday, July 10, 2020.**

## REFERENCES

Reference No. 1 of 3

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/ZIP code: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Cell Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/ZIP code: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Cell Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/ZIP code: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Cell Phone Number: (\_\_\_\_\_) \_\_\_\_\_



Agenda Item: \_\_\_\_\_

# CITY OF VILLA RICA

## City Council Packet

**SUBJECT:** July 3<sup>rd</sup> Fireworks Display Contractor Recommendation  
**CITY COUNCIL AGENDA DATE:** February 25, 2019

**DATE:** February 5, 2019  
**PREPARED BY:** Vicki D. Coleman, AICP

**FISCAL IMPACT:**  
ANNUAL – \$23,000  
CAPITAL –  
OTHER –

**FUNDING SOURCE:** 100-6130-521200

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**PURPOSE:** The Department of Parks, Recreation, and Leisure Services is presenting the annual July 3<sup>rd</sup> fireworks display contractor to the Mayor and City Council for consideration.

**BACKGROUND:** The city hosts an annual fireworks display on July 3<sup>rd</sup>. The Department made an Invitation to Bid available for its firework display. The department received two bids and both were for \$23,000. The two respondents were J&M Displays and Pyro Shows of Alabama.

The evaluation of the respondent's bid calculations is attached.

**STAFF RECOMMENDATION:** Approval of Pyro Shows of Alabama

**IMPACT:** Hiring a qualified and experienced contractor is essential to a successful and safe display. The fireworks display is the main attraction of the city's biggest event of the year.

**MOTION:** To approve Pyro Shows of Alabama as the July 3<sup>rd</sup> fireworks display contractor in the amount of \$23,000.

|                                 |                                                                 |  |  |                 |  |  |  |                                      |
|---------------------------------|-----------------------------------------------------------------|--|--|-----------------|--|--|--|--------------------------------------|
| COMPANY<br>NAME                 | OPENING BARRAGE                                                 |  |  | BODY OF PROGRAM |  |  |  | TOTAL<br><br>AERIALSHELLS IN<br>BODY |
|                                 | SHELL SIZE<br>1,5" 5" 6"                                        |  |  |                 |  |  |  |                                      |
| Zambelli<br>Fireworks           |                                                                 |  |  |                 |  |  |  |                                      |
| J&M<br>Displays                 |                                                                 |  |  |                 |  |  |  |                                      |
| East Coast<br>Pyro-<br>Technics |                                                                 |  |  |                 |  |  |  |                                      |
|                                 |                                                                 |  |  |                 |  |  |  |                                      |
|                                 | 1st = Total Top Score (Total points available are 100 points)   |  |  |                 |  |  |  |                                      |
|                                 | 2nd = Total Second Score (Total points available are 99 points) |  |  |                 |  |  |  |                                      |
|                                 | 3rd = Total Third Score (Total points available are 98 points)  |  |  |                 |  |  |  |                                      |

|                   |                                        |  |  |  |                                      |                                                     |                           |
|-------------------|----------------------------------------|--|--|--|--------------------------------------|-----------------------------------------------------|---------------------------|
| PRELUDE TO FINALE | FINALE PROGRAM                         |  |  |  | TOTAL<br>AERIAL<br>SHELLS IN<br>BODY | TOTAL<br><br>3"- 6"<br><br>SHELLS IN<br>THE<br>SHOW | SHOW<br>TIME<br><br>(Min) |
|                   | SHOT BOXS                              |  |  |  |                                      |                                                     |                           |
|                   | AERIAL SHELL SIZE<br>3"   4"   5"   6" |  |  |  |                                      |                                                     |                           |
|                   |                                        |  |  |  |                                      |                                                     |                           |
|                   |                                        |  |  |  |                                      |                                                     |                           |
|                   |                                        |  |  |  |                                      |                                                     |                           |
|                   |                                        |  |  |  |                                      |                                                     |                           |
|                   |                                        |  |  |  |                                      |                                                     |                           |
|                   |                                        |  |  |  |                                      |                                                     |                           |
|                   |                                        |  |  |  |                                      |                                                     |                           |
|                   |                                        |  |  |  |                                      |                                                     |                           |

|                     |              |
|---------------------|--------------|
| SHOW                | INSUR        |
| FIRE                | LIAB         |
|                     | LIMIT        |
| Electronic<br>fired | \$10 million |
| Electronic<br>fired | \$10 million |
| Electronic<br>fired | \$5 million  |
|                     |              |
|                     |              |
|                     |              |
|                     |              |

**Bid Comparison Sheet**  
**July 3, 2019 Fireworks**  
**Budget \$23,000.00**

**July 3rd Fireworks Bid Summary (2020)**

| Vendor                       | Opening Barrage Shell Sizes | Body of Program    | Total 3"-6" Aerial Shells in Opening & Body | Prelude to Finale | Finale Program   | Total 3"-6" Aerial Shells in Finale | Total 3"-6" Shells in the show | Total Shells |
|------------------------------|-----------------------------|--------------------|---------------------------------------------|-------------------|------------------|-------------------------------------|--------------------------------|--------------|
| <b>J&amp;M Displays</b>      | 1.5" - 100                  | 1.5" - 493         | <b>420</b>                                  | 1.5" - 300        | 1.5" - 170       | <b>296</b>                          | <b>716</b>                     | <b>1,871</b> |
|                              | 2" -                        | 2.5 -              |                                             | 2" -              | 2.5" - 20        |                                     |                                |              |
|                              | 2.5" - 72                   | 3" - 102           |                                             | 2.5" -            | 3" - 230         |                                     |                                |              |
|                              | 3" - 2                      | 4" - 170           |                                             | 3" - 30           | 4" - 16          |                                     |                                |              |
|                              | 5" -                        | 5" - 92            |                                             | 5" -              | 5" - 10          |                                     |                                |              |
|                              | 6" -                        | 6" - 54            |                                             | 6" -              | 6" - 10          |                                     |                                |              |
| <b>Total</b>                 | <b>174</b>                  | <b>911</b>         | <b>420</b>                                  | <b>330</b>        | <b>456</b>       | <b>296</b>                          | <b>716</b>                     | <b>1,871</b> |
| <b>Pyro Shows of Alabama</b> | 1" -                        | 1" - 1350          | <b>527</b>                                  | 1" -              | 1" - 450         | <b>175</b>                          | <b>702</b>                     | <b>2,902</b> |
|                              | 2" -                        | 1.25" - 300        |                                             | 1.25" -           | 1.25" - 100      |                                     |                                |              |
|                              | 3" -                        | 3" -               |                                             | 2.5" -            | 2.5" -           |                                     |                                |              |
|                              | 4" - 10                     | 4" - 170           |                                             | 4" - 20           | 4" - 50          |                                     |                                |              |
|                              | 5" - 8                      | 5" - 180           |                                             | 5" - 20           | 5" - 40          |                                     |                                |              |
|                              | 6" - 6                      | 6" - 153           |                                             | 6" - 15           | 6" - 30          |                                     |                                |              |
| <b>Total</b>                 | <b>24</b>                   | <b>2153</b>        | <b>527</b>                                  | <b>55</b>         | <b>670</b>       | <b>175</b>                          | <b>702</b>                     | <b>2,902</b> |
|                              |                             |                    |                                             |                   |                  |                                     |                                |              |
|                              |                             |                    |                                             |                   |                  |                                     |                                |              |
| Vendor                       |                             | Postponement Cost  | Cancellation of Show                        | Show Time         | Show Fired       |                                     | Insurance                      |              |
| <b>J&amp;M Displays</b>      |                             | \$2,070 or \$6,670 | \$6,900                                     | 20+ min.          | Electronic Fired |                                     | \$10M                          |              |
| <b>Pyro Shows of Alabama</b> |                             | >10% -30% Contract | \$23,000                                    | 20 min.           | Electronic Fired |                                     | \$10M                          |              |

# SHELL SUMMARY

**Your dynamic display will include  
the following elements of excitement:**

## OPENING:

100 - 1.5"  
72 - 2.5"  
2 - 3"

**Total Shells: 174**

## MAIN BODY:

793 - 1.5"      92 - 5"  
132 - 3"      54 - 6"  
170 - 4"

**Total Shells: 1,241**

## FINALE:

170 - 1.5"      10 - 5"  
20 - 2.5"      10 - 6"  
230 - 3"  
16 - 4"

**Total Shells: 456**

**TOTAL SHELLS IN SHOW: 1,871**

**SHOW TOTAL: 23,000.00**

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



**J&M  
DISPLAYS**

**J&M Displays**

2083 He ms Road Dothan, AL 36301

-866-535-PYRO

[www.jandmndisplays.com](http://www.jandmndisplays.com)

# CITY OF VILLA RICA – ITEMIZED LIST

| DESCRIPTION OF SHELL                               | QUANTITY            | BRAND | TOTAL SHOTS |
|----------------------------------------------------|---------------------|-------|-------------|
| <b><u>OPENING</u></b>                              |                     |       |             |
| Blue Orchid 100 Shot Z Fan                         | 1                   | J&M   | 100         |
| 2.5" Display Shell Cake- Brocade Crown 36 Shot     | 2                   | J&M   | 72          |
| 3" Red and Blue Tail Thunder to Crackling Rain     | 2                   | J&M   | 2           |
|                                                    | <b><u>TOTAL</u></b> |       | <b>174</b>  |
| <b><u>CAKES – MAIN BODY</u></b>                    |                     |       |             |
| Silver Sizzling 49 Shot Z Shape                    | 1                   | J&M   | 49          |
| Brocade to Red White Blue 49 Shot                  | 2                   | J&M   | 98          |
| Red Tail to Red and Blue with White Strobe         | 2                   | J&M   | 50          |
| Golden Tail to Golden Wave Time Rain 49 Shot Fan   | 2                   | J&M   | 98          |
| Silver Tail to Variegated Coconut Chrysanthemum    | 1                   | J&M   | 100         |
| Red Comets to Red Dahlia w/ White Strobe 49 Shot   | 2                   | J&M   | 98          |
| <b><u>3" SHELLS – MAIN BODY</u></b>                |                     |       |             |
| Happy Face Pattern                                 | 2                   | J&M   | 2           |
| J&M Assortment of 20 – K, M                        | 2 of each           | J&M   | 80          |
| J&M Assortment of 20 - T                           | 1 of each           | J&M   | 20          |
| <b><u>4" SHELLS – MAIN BODY</u></b>                |                     |       |             |
| J&M Assortment of 20 – A, C, F, J                  | 2 of each           | J&M   | 160         |
| Pastel Cycas                                       | 2                   | J&M   | 2           |
| Blooming Flowers                                   | 2                   | J&M   | 2           |
| Golden Waterfall                                   | 2                   | J&M   | 2           |
| Twilight Glitter Comets                            | 2                   | J&M   | 2           |
| Six Angle Chrysanthemum                            | 2                   | J&M   | 2           |
| <b><u>5" SHELLS – MAIN BODY</u></b>                |                     |       |             |
| J&M Assortment of 15 – A, K, L                     | 2 of each           | J&M   | 90          |
| Palm to Color Strobe Ring w/ 2 Section Time Rain   | 2                   | J&M   | 2           |
| <b><u>6" SHELLS – MAIN BODY</u></b>                |                     |       |             |
| J&M Assortment of 9 – C, D, N                      | 2 of each           | J&M   | 54          |
|                                                    | <b><u>TOTAL</u></b> |       | <b>911</b>  |
| <b><u>FALSE - FINALE SHELLS</u></b>                |                     |       |             |
| Pink Comments 100 Shot Z                           | 1                   | J&M   | 100         |
| Fairy Dust 100 Shot Z Fan                          | 1                   | J&M   | 100         |
| Silver Tail to Variegated Coconut Chrysanthemum    | 1                   | J&M   | 100         |
| 3" Rainbow 10 Shot Finale                          | 3                   |       | 30          |
|                                                    | <b><u>TOTAL</u></b> |       | <b>330</b>  |
| <b><u>FINALE SHELLS</u></b>                        |                     |       |             |
| Brocade Crown Horse Tail with Blue Tail 36 Shot    | 2                   | J&M   | 72          |
| Brocade Coconut with Red Green Blue Time Rain      | 2                   | J&M   | 98          |
| 2.5 Spiderweb 10 Shot Finale Chain                 | 2                   |       | 20          |
| 3" Rainbow 10 Shot Finale Chain                    | 17                  | J&M   | 170         |
| 3" Report and Palm 10 Shot Finale Chain            | 3                   | J&M   | 30          |
| 3" Spiderweb 10 Shot Finale Chain                  | 3                   | J&M   | 30          |
| 4" Red, White, and Blue Dahlia 8 Shot Finale Chain | 2                   | J&M   | 16          |
| 5" Mixed Color Peony Chain Shell Chain             | 10                  | J&M   | 10          |
| 6" Mixed Color Peony Chain Shell Chain             | 10                  | J&M   | 10          |
|                                                    | <b><u>TOTAL</u></b> |       | <b>456</b>  |
| <b>TOTAL SHOW SHELL COUNT - 1,871</b>              |                     |       |             |

\* Please see Assortment List on next page.

\*\* Our shells come from three major regions: USA, Spain, and China. All shells provided are manufactured to J&M Displays exact specifications which are of higher quality than standard shells provided by other companies as we travel to these regions every year to ensure quality control of J&M Brand Shells.

## FIREWORKS DISPLAY AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Buyer agrees to provide:**

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

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

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

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

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

BY: \_\_\_\_\_

J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_

BUYER

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

# Low Level

Quantities of low level effects.

| Qty                          | Description                                      | Total |
|------------------------------|--------------------------------------------------|-------|
| 4                            | Positions 100-Shot Peachblow & Lemon Yellow Tail | 400   |
| 4                            | Positions 200-Shot Purple Tail Green Crossette   | 800   |
| 4                            | Positions 250-Shot Brocade Crown                 | 1,000 |
| Total Low Level Presentation |                                                  | 2,200 |

# Opening

The opening of the show will spark attention with this variety of premium shells.

## Ornamental

Specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of high quantity and quality in a wide variety of effects.

## Elaborate

More intricate multiple effect and precision shells are composed of many of the very best imported shells made throughout the world.

## Extravagant

Another variety of cylindrical and spherical shapes, these are made exclusively in the United States and are the brightest and most vivid colors available. They are powerful and often break with the size, pattern, and density of shells twice their size.

## Extraordinary Effect/Multiple Break

This class includes the ultimate in the art and science of pyrotechnology. When we refer to "multiple break", that translates as: two or more shells of the same size stacked on top of each other to be fired at the same time.

| Size     | Ornamental | Elaborate | Extravagant | Extraordinary | Total |
|----------|------------|-----------|-------------|---------------|-------|
| 4" Shell | 4          | 4         | 1           | 1             | 10    |
| 5" Shell | 2          | 2         | 2           | 2             | 8     |
| 6" Shell | 2          | 2         | 2           | 0             | 6     |



# Main Body

The main body of the show will feature this variety of our premium shells.

## Ornamental

Specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of high quantity and quality in a wide variety of effects.

## Elaborate

More intricate multiple effect and precision shells are composed of many of the very best imported shells made throughout the world.

## Extravagant

Another variety of cylindrical and spherical shapes, these are made exclusively in the United States and are the brightest and most vivid colors available. They are powerful and often break with the size, pattern, and density of shells twice their size.

## Extraordinary Effect/Multiple Break

This class includes the ultimate in the art and science of pyrotechnology. When we refer to "multiple break", that translates as: two or more shells of the same size stacked on top of each other to be fired at the same time.

| Size       | Ornamental | Elaborate | Extravagant | Extraordinary | Total |
|------------|------------|-----------|-------------|---------------|-------|
| 4" Shell   | 68         | 68        | 17          | 17            | 170   |
| 5" Shell   | 72         | 72        | 18          | 18            | 180   |
| 6" Shell   | 61         | 62        | 15          | 15            | 153   |
| 1" Cake    |            |           | 3           | 3             | 1350  |
| 1.25" Cake |            | 3         |             |               | 300   |

# Mid-Finale

Building up to the big moment!

| Size     | Ornamental | Elaborate | Extravagant | Extraordinary | Total |
|----------|------------|-----------|-------------|---------------|-------|
| 4" Shell | 8          | 8         | 2           | 2             | 20    |
| 5" Shell | 8          | 8         | 2           | 2             | 20    |
| 6" Shell | 6          | 6         | 2           | 1             | 15    |

# Grand Finale

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

| Size      | Ornamental | Elaborate | Extravagant | Extraordinary | Total |
|-----------|------------|-----------|-------------|---------------|-------|
| 4" Shell  | 20         | 20        | 5           | 5             | 50    |
| 5" Shell  | 16         | 16        | 4           | 4             | 40    |
| 6" Shell  | 12         | 12        | 3           | 3             | 30    |
| 1" Cake   |            |           | 2           |               | 450   |
| 1.25 Cake |            |           |             | 1             | 100   |

# Shell Summary

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

VILLA RICA, CITY OF  
Villa Rica July Celebration  
Friday, July 3, 2020

**\$23,000.00**

| <u>SHELL SIZE</u> | <u>MAIN BODY</u> | <u>FINALE</u> | <u>TOTAL</u> |
|-------------------|------------------|---------------|--------------|
| 4"                | 200              | 50            | 250          |
| 5"                | 212              | 40            | 252          |
| 6"                | 174              | 30            | 204          |
| TOTAL SHELL COUNT |                  |               | 706          |

#### LOW LEVEL PRESENTATION

|   |                                        |      |
|---|----------------------------------------|------|
| 4 | Positions of 100-Shot Popping Flower   | 400  |
| 4 | Positions of 200-Shot Oriental Thunder | 800  |
| 4 | Positions of 250-Shot Brocade Crown    | 1000 |

**TOTAL LOW LEVEL PRESENTATION 2,200**

**TOTAL SHELL COUNT & LOW LEVEL PRESENTATION 2,906**

Fireworks 1.3 G Display  
Largest Shell: 6"  
Safety Radius: 420'



## Contract Agreement

**This Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between PYRO SHOWS OF ALABAMA, Inc., a Alabama Corporation, whose address is P.O. Box 307, 3325 Poplar Lane, Adamsville, AL 35005, and hereinafter referred to as **"PYRO SHOWS"** and **City of Villa Rica** with its principle place of business located at 571 W. Bankhead Hwy, Villa Rica, in the State of GA, hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #20 GA 07-03-C-23000-000040 dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020. The Show will be given on the 3rd day of July, 2020. Rain date/postponement date: NA day of NA, NA.
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of

this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Alabama, and any suit involving this contract shall be brought in the Courts of Jefferson County in the State of Alabama, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. **PAYMENT TERMS:** City of Villa Rica shall pay PYRO SHOWS \$23,000 plus applicable taxes in the amount of \$.00 for a grand total of \$23,000 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$11,500) upon return of signed contract. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. **TAXES:** Customer shall be responsible for all applicable sales taxes.

**IMPORTANT:** Checks must be made payable to PYRO SHOWS OF ALABAMA, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF ALABAMA, INC.

BY: \_\_\_\_\_  
Michael E. Walden, Vice President

DATE: \_\_\_\_\_

CUSTOMER

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature Printed Name Title

#### WARRANTY EXCLUSIONS



EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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 be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.





Agenda Item: \_\_\_\_\_

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Recreation Advisory Committee Appointment  
**AGENDA DATE:** February 25, 2020

**DATE PREPARED:** February 14, 2020  
**PREPARED BY:** Vicki Coleman, AICP, Director

**AMOUNT:** N/A  
**GL ACCOUNT #:** N/A

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**PURPOSE:** To present for consideration an appointment to the Recreation Advisory Committee.

**BACKGROUND:** The Parks, Recreation, and Leisure Services Department is presenting Sharon Somerville-Thomas for an appointment to the department's Recreation Advisory Committee.

Ms. Somerville-Thomas's application is attached.

**STAFF RECOMMENDATION:** Approval

**IMPACT:** N/A

**MOTION:** To appoint Sharon Somerville-Thomas to the Recreation Advisory Committee for a three-year term ending February 28, 2023.



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



**APPLICATION FOR BOARD OR COMMISSION  
APPOINTMENT**

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

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

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

**APPLICANT INFORMATION**

Applicant Name: Sharon Somerville-Thomas

Occupation: Retired Legal Administrator Employer: N/A

Home Address: 441 Charleston Place City: Villa Rica Zip: 30180

Home Phone: (805) 746-2955 Home E-Mail: somerville50@aol.com

Work Phone: ( ) Work E-Mail:

Cell Phone: (805) 746-2955 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable)

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

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

I'm invested in the city. I'm a homeowner and would like to be aware of and involved in the future growth of the city

I think we have an exceptional city and I love the small town appeal. I was born in a small town, Yuma, AZ, and

I know that growth is inevitable. Managed growth would be the goal. I love all the services the city provides to its citizens including the recreational services. So it's important to make sure we're providing the best services possible.

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

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### APPLICANT STATEMENT

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

|                    |                                          |                   |
|--------------------|------------------------------------------|-------------------|
| _____<br>Signature | Sharon Somerville-Thomas<br>Printed Name | 2-10-2020<br>Date |
|--------------------|------------------------------------------|-------------------|

|                                             |                         |                             |
|---------------------------------------------|-------------------------|-----------------------------|
| <b>Please return signed application to:</b> | Alisa Doyal, City Clerk | Fax: 770-459-7003           |
|                                             | City of Villa Rica      | Email: adoyal@villarica.org |
|                                             | 571 W. Bankhead Hwy     |                             |
|                                             | Villa Rica, GA 30180    |                             |

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

**BOARD AND COMMISSION INFORMATION**

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

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

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

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

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

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

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

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

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

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

**PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT**

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

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

Fax: 770-459-7003  
Email: [adoyal@villarica.org](mailto:adoyal@villarica.org)

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



Agenda Item: \_\_\_\_\_

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Emergency Replacement of Bay Springs Lift Station Pump #2

**AGENDA DATE:** February 25, 2020

**DATE PREPARED:** February 13, 2020

**PREPARED BY:** Pete Zorbanos

**AMOUNT:** \$11,382.00

**GL ACCOUNT #:** 505-4330-541200

**FUNDING SOURCE:** Water/Sewer Fund

**BUDGETED ITEM?** Yes

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**PURPOSE:** To replace the #2 pump at the Bay Springs Lift Station.

**BACKGROUND:** The # 2 pump failed due to seizing of the bearing with the shaft thereby damaging the motor and bearings.

**STAFF RECOMMENDATION:** Staff recommends purchasing a new 20 hp Grundfos pump from GoForth Williamson, Inc. in the amount of \$11,382.00.

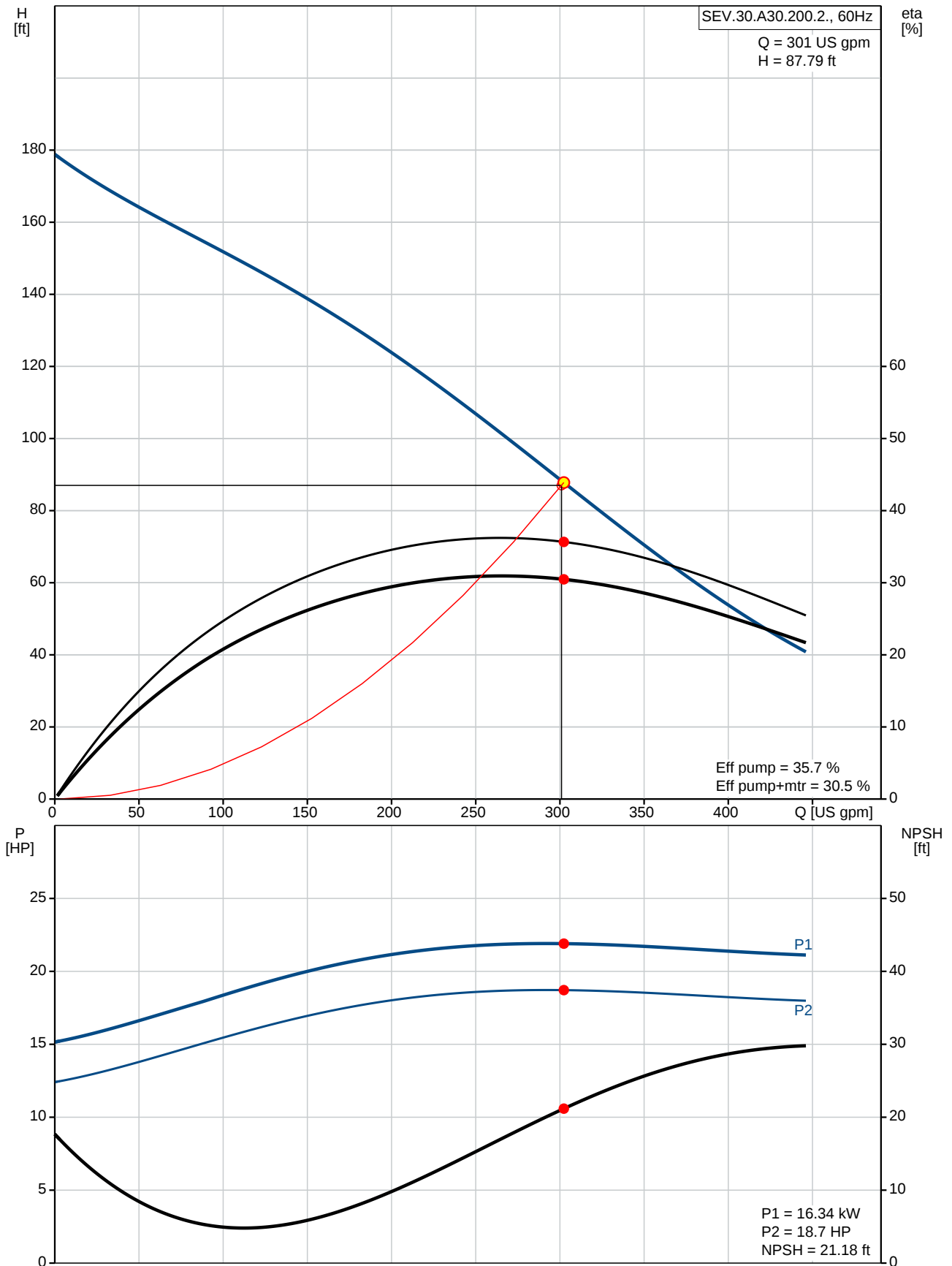
**IMPACT:** The Bay Springs Lift Station is a critical station located off of Highway 61 S. that pumps wastewater flow north back to I-20. If pump #1 failed, there would be no backup pump to handle the flow, resulting in an overflow and possible violations.

**MOTION:** I make a motion to purchase a new 20 hp Grundfos pump from GoForth Williamson, Inc. in the amount of \$11,382.00.

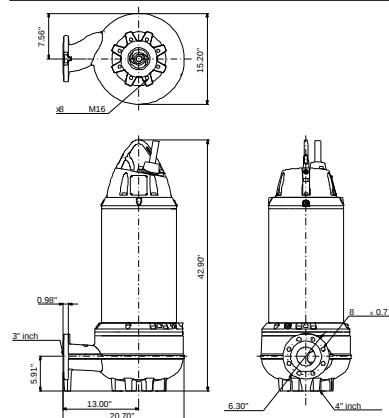
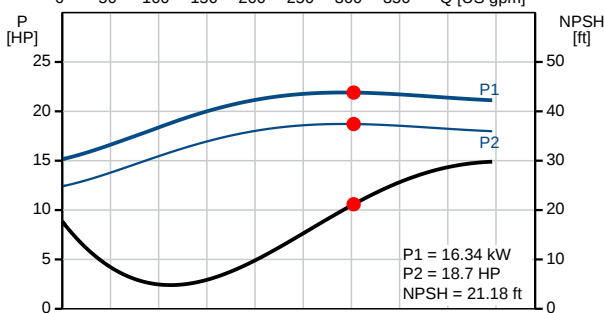
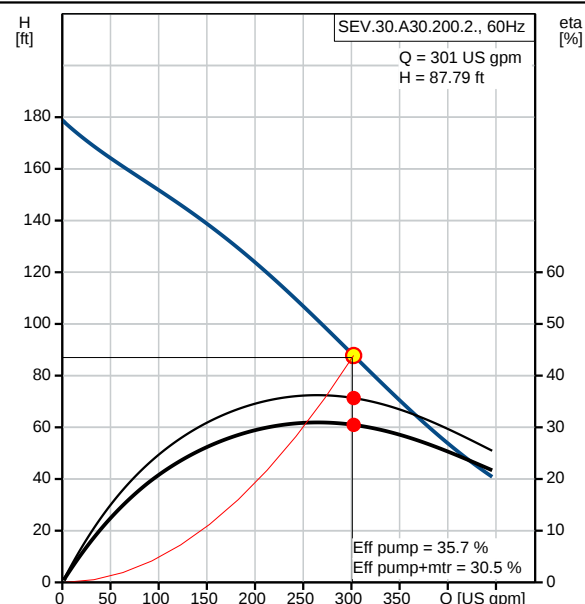
| Count                       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |                       |                      |   |                |                   |                           |              |          |              |                         |            |                             |          |                   |              |                        |          |                     |         |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------|----------------------|---|----------------|-------------------|---------------------------|--------------|----------|--------------|-------------------------|------------|-----------------------------|----------|-------------------|--------------|------------------------|----------|---------------------|---------|
| 1                           | <p><b>SEV.30.A30.200.2.52H.C.EX.61R</b></p>  <p>Product photo could vary from the actual product</p> <p>Product No.: <a href="#">99193118</a></p> <p>The SEV/SLV pumps, 9 - 30 kW, are a range of free-flow impeller pumps specifically designed for pumping sewage and wastewater in a wide range of municipal and industrial applications.</p> <p>The SEV/SLV pump has a SuperVortex impeller with 3 1/8 in free passage and is designed for applications such as:</p> <ul style="list-style-type: none"> <li>• wastewater treatment plants</li> <li>• municipal pumping stations</li> <li>• public buildings</li> <li>• blocks of apartments</li> <li>• industries</li> <li>• garages</li> <li>• underground car parks</li> <li>• car wash areas</li> <li>• restaurants and hotels.</li> </ul> <p>The pumps are suitable for both temporary and permanent installation. The lifting bracket fitted on the pumps facilitates easy transportation to as well as installation at the installation site.</p> <p>The pumps are made of resistant materials, such as cast iron and stainless steel. These materials ensure proper operation.</p> <p>The pump is very service friendly with features like double shaft seal in the unique cartridge design and cable entry connector.</p> <p>The cartridge shaft seal allows change of shaft seal very quickly in the field without any special tools whereas the cable entry connector allows the cable to be dismantled without removing the motor top.</p> <p>These smartdesing features eliminates the risk of faulty installation.</p> <p>The pummp comes with a high efficient Grundfos Blueflux motor.</p> <p>The SLV version is for submersible installation either free-standing or on an auto-coupling system whereas the SEV pump can be used for dry-installation as either free-standing, on autocoupling or vertically/horizontally installed on baseplate.</p> <p><b>Controls:</b></p> <table> <tr> <td>Moisture sensor:</td><td>with moisture sensors</td></tr> <tr> <td>Water-in-air sensor:</td><td>N</td></tr> </table> <p><b>Liquid:</b></p> <table> <tr> <td>Pumped liquid:</td><td>any viscous fluid</td></tr> <tr> <td>Liquid temperature range:</td><td>32 .. 104 °F</td></tr> <tr> <td>Density:</td><td>62.29 lb/ft³</td></tr> </table> <p><b>Technical:</b></p> <table> <tr> <td>Actual calculated flow:</td><td>301 US gpm</td></tr> <tr> <td>Resulting head of the pump:</td><td>87.79 ft</td></tr> <tr> <td>Type of impeller:</td><td>Super Vortex</td></tr> <tr> <td>Maximum particle size:</td><td>3 1/8 in</td></tr> <tr> <td>Primary shaft seal:</td><td>SIC-SIC</td></tr> </table> | Moisture sensor: | with moisture sensors | Water-in-air sensor: | N | Pumped liquid: | any viscous fluid | Liquid temperature range: | 32 .. 104 °F | Density: | 62.29 lb/ft³ | Actual calculated flow: | 301 US gpm | Resulting head of the pump: | 87.79 ft | Type of impeller: | Super Vortex | Maximum particle size: | 3 1/8 in | Primary shaft seal: | SIC-SIC |
| Moisture sensor:            | with moisture sensors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                  |                       |                      |   |                |                   |                           |              |          |              |                         |            |                             |          |                   |              |                        |          |                     |         |
| Water-in-air sensor:        | N                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |                       |                      |   |                |                   |                           |              |          |              |                         |            |                             |          |                   |              |                        |          |                     |         |
| Pumped liquid:              | any viscous fluid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |                       |                      |   |                |                   |                           |              |          |              |                         |            |                             |          |                   |              |                        |          |                     |         |
| Liquid temperature range:   | 32 .. 104 °F                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                  |                       |                      |   |                |                   |                           |              |          |              |                         |            |                             |          |                   |              |                        |          |                     |         |
| Density:                    | 62.29 lb/ft³                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                  |                       |                      |   |                |                   |                           |              |          |              |                         |            |                             |          |                   |              |                        |          |                     |         |
| Actual calculated flow:     | 301 US gpm                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                  |                       |                      |   |                |                   |                           |              |          |              |                         |            |                             |          |                   |              |                        |          |                     |         |
| Resulting head of the pump: | 87.79 ft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |                       |                      |   |                |                   |                           |              |          |              |                         |            |                             |          |                   |              |                        |          |                     |         |
| Type of impeller:           | Super Vortex                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                  |                       |                      |   |                |                   |                           |              |          |              |                         |            |                             |          |                   |              |                        |          |                     |         |
| Maximum particle size:      | 3 1/8 in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  |                       |                      |   |                |                   |                           |              |          |              |                         |            |                             |          |                   |              |                        |          |                     |         |
| Primary shaft seal:         | SIC-SIC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                  |                       |                      |   |                |                   |                           |              |          |              |                         |            |                             |          |                   |              |                        |          |                     |         |

| Count | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | <p>Secondary shaft seal: SIC-CARBON</p> <p>Curve tolerance: ANSI/HI11.6:2012 3B</p> <p><b>Materials:</b></p> <p>Pump housing: Cast iron<br/>EN 1561 EN-GJL-250<br/>ASTM A48 35B</p> <p>Impeller: Cast iron<br/>EN 1563 EN-GJS-500-7<br/>ASTM A536 70-50-05</p> <p>Motor: Cast iron<br/>EN 1561 EN-GJL-250<br/>ASTM A48 35B</p> <p><b>Installation:</b></p> <p>Maximum ambient temperature: 104 °F</p> <p>Flange standard: ANSI</p> <p>Pump inlet: 4 inch</p> <p>Pump outlet: 3 inch</p> <p>Pressure stage: PN 10</p> <p>Maximum installation depth: 65.6 ft</p> <p>Auto-coupling: 97626239</p> <p>Inst vertical: 96845469</p> <p>Base stand: 97632229</p> <p>Frame range: 52</p> <p><b>Electrical data:</b></p> <p>Power input - P1: 17.5 kW</p> <p>Rated power - P2: 20 HP</p> <p>Main frequency: 60 Hz</p> <p>Rated voltage: 3 x 230/460 V</p> <p>Voltage tolerance: +10/-10 %</p> <p>Max starts per. hour: 20</p> <p>Rated current: 51/26 A</p> <p>Maximum current consumption: 51 A</p> <p>Starting current: 308/213 A</p> <p>Rated current at no load: 12.3 A</p> <p>Rated speed: 3564 rpm</p> <p>Motor efficiency at full load: 86 %</p> <p>Motor efficiency at 3/4 load: 84 %</p> <p>Motor efficiency at 1/2 load: 80 %</p> <p>Number of poles: 2</p> <p>Start. method: direct-on-line</p> <p>Enclosure class (IEC 34-5): IP68</p> <p>Insulation class (IEC 85): H</p> <p>Explosion proof: yes</p> <p>Length of cable: 49.2 ft</p> <p>Cable type: S1BN8-F</p> <p>Winding resistance: 0.200 Ohm</p> <p>Cos phi 1/1: 0.86</p> <p>Cos phi 1/2: 0.75</p> <p>Cos phi 3/4: 0.83</p> <p><b>Others:</b></p> <p>Net weight: 697 lb</p> <p>Country of origin: US</p> |

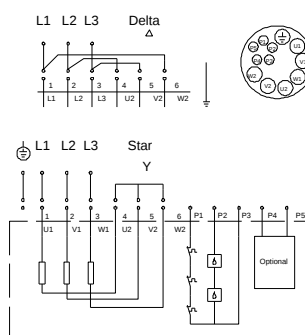
## 99193118 SEV.30.A30.200.2.52H.C.EX.61R 60 Hz



| Description                    | Value                          |
|--------------------------------|--------------------------------|
| <b>General information:</b>    |                                |
| Product name:                  | SEV.30.A30.200.2.52H.C.EX.61 R |
| Product No.:                   | 99193118                       |
| EAN:                           | 5712608442612                  |
|                                | 5712608442612                  |
| <b>Technical:</b>              |                                |
| Actual calculated flow:        | 301 US gpm                     |
| Max flow:                      | 445 US gpm                     |
| Resulting head of the pump:    | 87.79 ft                       |
| Head max:                      | 154.2 ft                       |
| Type of impeller:              | Super Vortex                   |
| Maximum particle size:         | 3 1/8 in                       |
| Primary shaft seal:            | SIC-SIC                        |
| Secondary shaft seal:          | SIC-CARBON                     |
| Curve tolerance:               | ANSI/HI11.6:2012 3B            |
| Cooling jacket:                | with cooling jacket            |
| <b>Materials:</b>              |                                |
| Pump housing:                  | Cast iron                      |
|                                | EN 1561 EN-GJL-250             |
|                                | ASTM A48 35B                   |
| Impeller:                      | Cast iron                      |
|                                | EN 1563 EN-GJS-500-7           |
|                                | ASTM A536 70-50-05             |
| Motor:                         | Cast iron                      |
|                                | EN 1561 EN-GJL-250             |
|                                | ASTM A48 35B                   |
| <b>Installation:</b>           |                                |
| Maximum ambient temperature:   | 104 °F                         |
| Flange standard:               | ANSI                           |
| Pump inlet:                    | 4 inch                         |
| Pump outlet:                   | 3 inch                         |
| Pressure stage:                | PN 10                          |
| Maximum installation depth:    | 65.6 ft                        |
| Installation:                  | C                              |
| Inst dry/wet:                  | D/S                            |
| Installation:                  | vertical                       |
| Auto-coupling:                 | 97626239                       |
| Inst vertical:                 | 96845469                       |
| Base stand:                    | 97632229                       |
| Frame range:                   | 52                             |
| <b>Liquid:</b>                 |                                |
| Pumped liquid:                 | any viscous fluid              |
| Liquid temperature range:      | 32 .. 104 °F                   |
| Density:                       | 62.29 lb/ft <sup>3</sup>       |
| <b>Electrical data:</b>        |                                |
| Power input - P1:              | 17.5 kW                        |
| Rated power - P2:              | 20 HP                          |
| Main frequency:                | 60 Hz                          |
| Rated voltage:                 | 3 x 230/460 V                  |
| Voltage tolerance:             | +10/-10 %                      |
| Max starts per. hour:          | 20                             |
| Rated current:                 | 51/26 A                        |
| Maximum current consumption:   | 51 A                           |
| Starting current:              | 308/213 A                      |
| Rated current at no load:      | 12.3 A                         |
| Rated speed:                   | 3564 rpm                       |
| Motor efficiency at full load: | 86 %                           |



Wiring diagram: 12-wire cable





Company name:

Created by:

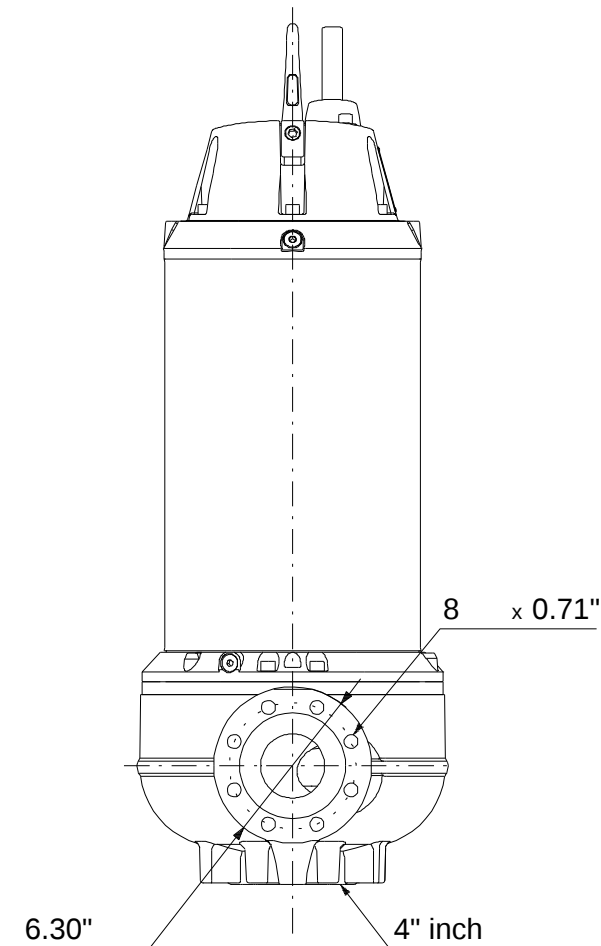
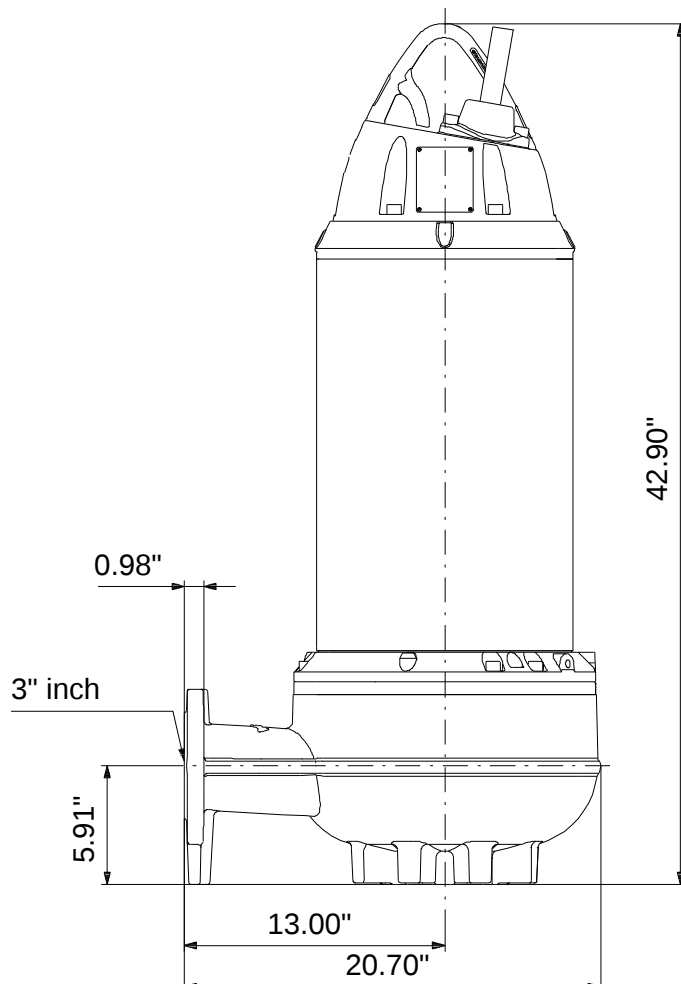
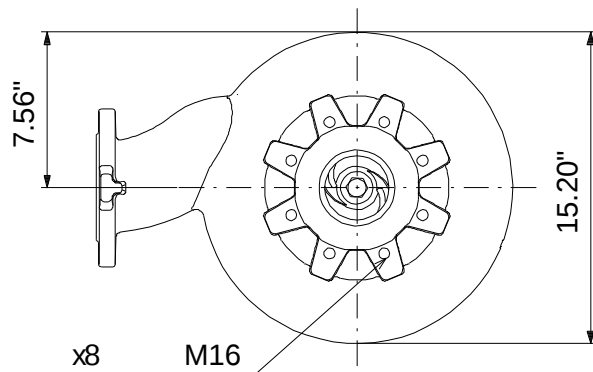
Phone:

Date:

2/13/2020

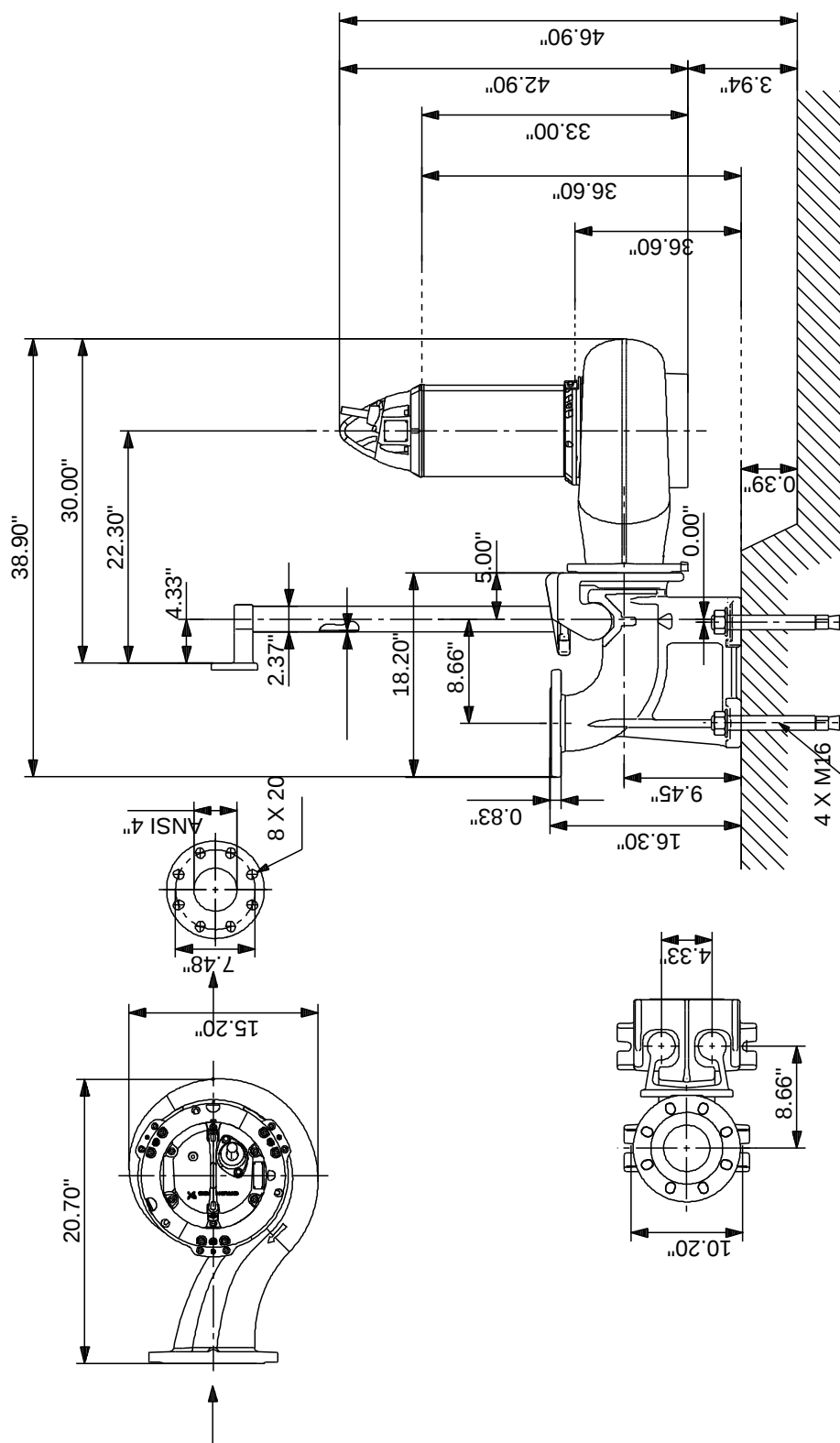
| Description                   | Value                 |
|-------------------------------|-----------------------|
| Motor efficiency at 3/4 load: | 84 %                  |
| Motor efficiency at 1/2 load: | 80 %                  |
| Number of poles:              | 2                     |
| Start. method:                | direct-on-line        |
| Enclosure class (IEC 34-5):   | IP68                  |
| Insulation class (IEC 85):    | H                     |
| Explosion proof:              | yes                   |
| Motor protection:             | KLIXON                |
| Length of cable:              | 49.2 ft               |
| Cable type:                   | S1BN8-F               |
| Cable size:                   | 7X6 + 5X1,5           |
| Cable resistance:             | 3.30 mOhm/m           |
| Winding resistance:           | 0.200 Ohm             |
| Cos phi 1/1:                  | 0.86                  |
| Cos phi 1/2:                  | 0.75                  |
| Cos phi 3/4:                  | 0.83                  |
| <b>Controls:</b>              |                       |
| Moisture sensor:              | with moisture sensors |
| Water-in-air sensor:          | N                     |
| <b>Others:</b>                |                       |
| Net weight:                   | 697 lb                |
| Sales region:                 | Namreg                |
| Country of origin:            | US                    |

## 99193118 SEV.30.A30.200.2.52H.C.EX.61R 60 Hz



Note! All units are in [in] unless otherwise stated.  
Disclaimer: This simplified dimensional drawing does not show all details.

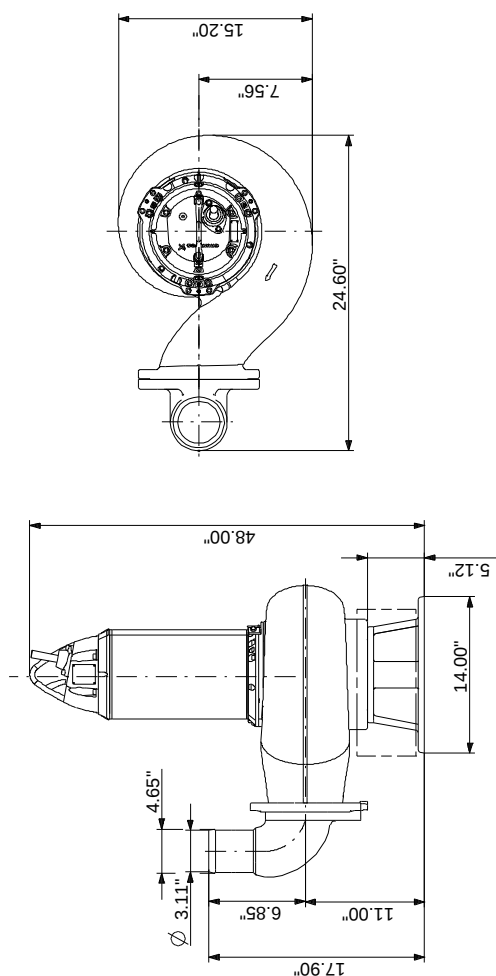
**99193118 SEV.30.A30.200.2.52H.C.EX.61R 60 Hz**



Note! All units are in [in] unless otherwise stated.

Disclaimer: This simplified dimensional drawing does not show all details.

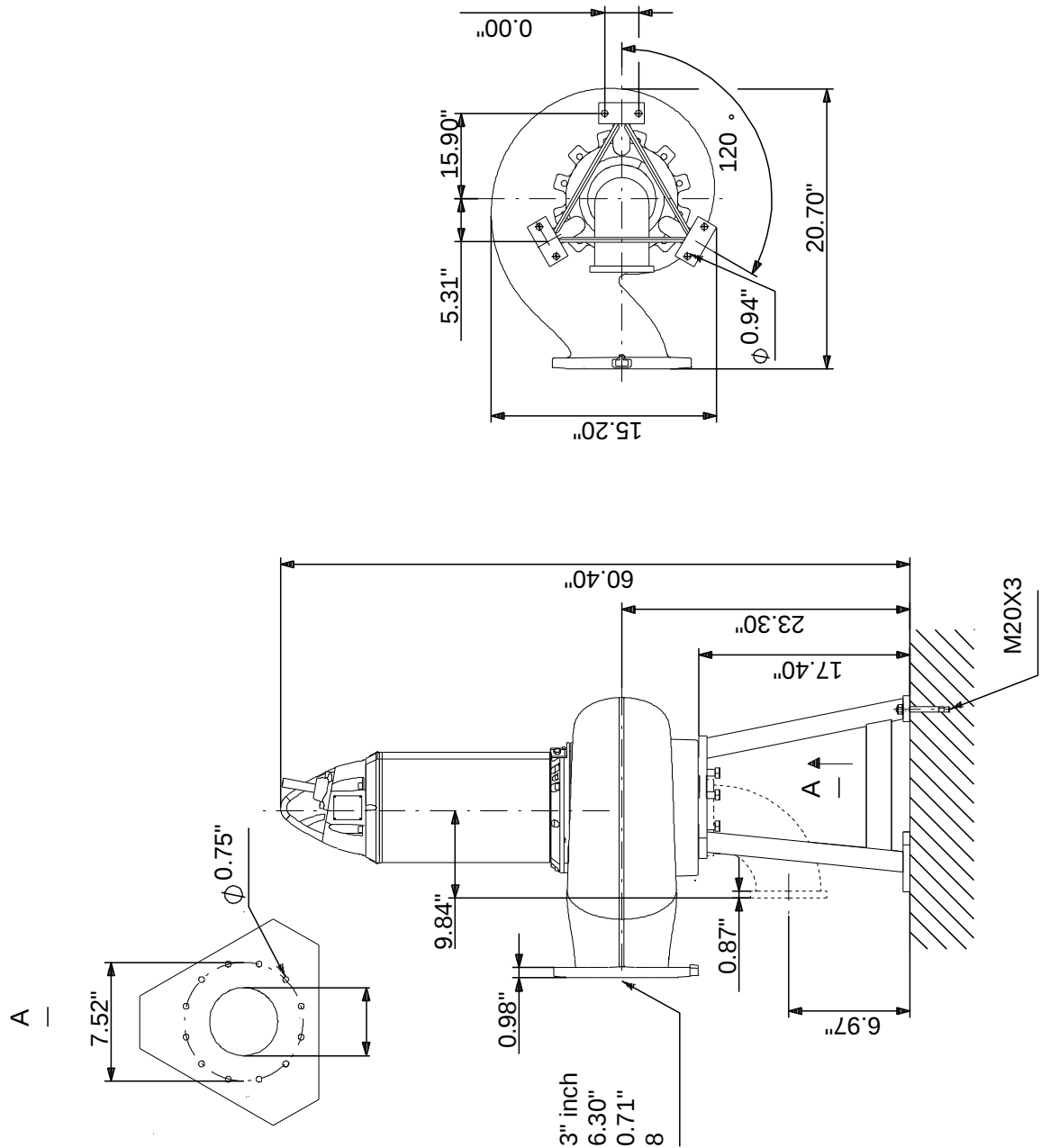
## 99193118 SEV.30.A30.200.2.52H.C.EX.61R 60 Hz



Note! All units are in [in] unless otherwise stated.

Disclaimer: This simplified dimensional drawing does not show all details.

## 99193118 SEV.30.A30.200.2.52H.C.EX.61R 60 Hz

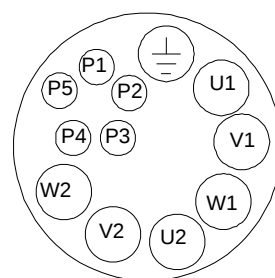
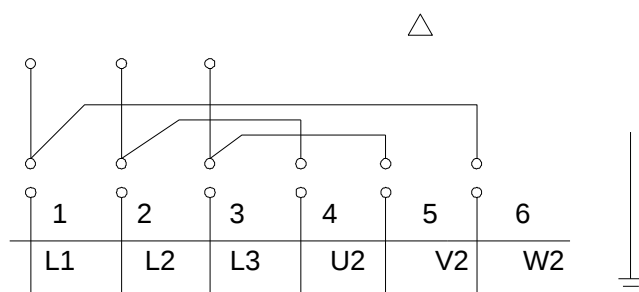


Note! All units are in [in] unless otherwise stated.  
Disclaimer: This simplified dimensional drawing does not show all details.

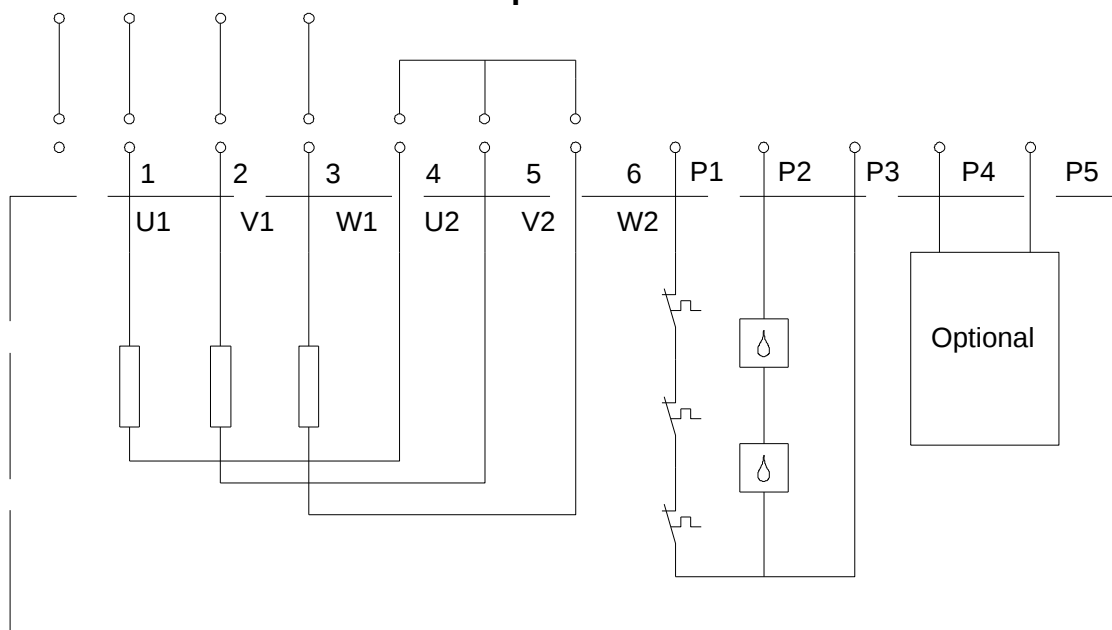
**99193118 SEV.30.A30.200.2.52H.C.EX.61R 60 Hz**

## Wiring diagram. 12-wire cable

**L1 L2 L3 Delta**



**L1 L2 L3 Star Y**





Goforth Williamson, Inc.  
 Mail To: 373 O'Dell Road  
 Ship To: 377 O'Dell Road  
 Griffin, GA 30224  
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

### Quote

ID: P213785

Date: 13-Feb-20

#### To

Villa Rica, City of  
 571 West Bankhead Hwy  
 Villa Rica, GA 30180  
 United States of America

#### Quote To

SAME

Ph: 770-459-7000

| Terms       |                                                                                                                                                                                                                                                                                                                                                                                                            | Ship Via     |            | Salesperson |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-------------|
| Net 30 Days |                                                                                                                                                                                                                                                                                                                                                                                                            | Pre-Pay& ADD |            | JGBOS       |
| Quantity    | Description                                                                                                                                                                                                                                                                                                                                                                                                | Unit Price   | Amount     |             |
|             | Reference: Bay Springs<br>PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:                                                                                                                                                                                                                                                                                                                         |              |            |             |
| 1 ea        | Line: 001<br>Part: 99193118<br>SEV.30.A30.200.2.52H.C.EX.61R<br>Grundfos SEV.30.A30.200.2.52H.C.N.61R<br>Submersible Solids Handling Pump<br>3" Horizontal Flanged Discharge / 3-1/8" solids<br>Cast Iron Super Vortex Impeller<br>20 hp 3564 rpm 230/460 v 3 h Explosion Proof Motor w/ Cooling Jacket<br>Moisture Sensor / Motor Thermal Switch<br>49 ft Long Cord<br>Expiration Date: 14-Mar-20<br>Rev: | \$9,460.00   | \$9,460.00 |             |
| 1 ea        | Line: 002<br>Part: 97903560<br>Grundfos Adaptor ANSI 3"/4"<br>3" x 4" ANSI Flange Flygt Rail Adapter<br>(3" Pump x 4" Flygt Base Elbow)<br>Expiration Date: 14-Mar-20<br>Rev:                                                                                                                                                                                                                              | \$455.00     | \$455.00   |             |
| 1 ea        | Line: 003<br>Part: CHAIN KIT<br>Included 30' of 1/4" SS chain with 5/16" SS shackles.<br>Expiration Date: 14-Mar-20<br>Rev:                                                                                                                                                                                                                                                                                | \$317.00     | \$317.00   |             |
|             |                                                                                                                                                                                                                                                                                                                                                                                                            |              |            |             |



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 Griffin, GA 30224  
 United States of America

Ph: 770-467-0303

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### Quote

ID: P213785

Date: 13-Feb-20

#### To

Villa Rica, City of  
 571 West Bankhead Hwy  
 Villa Rica, GA 30180  
 United States of America

#### Quote To

SAME

Ph: 770-459-7000

| Terms       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Ship Via     |             | Salesperson |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|-------------|
| Net 30 Days |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Pre-Pay& ADD |             | JGBOS       |
| Quantity    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Unit Price   | Amount      |             |
| 1           | Line: 004<br>Part: BAY SPRINGS PUMP INSTALL<br>Installation to include:<br><ul style="list-style-type: none"> <li>Remove existing pump</li> <li>Wire new Grundfos pump to panel</li> <li>Check pump for rotation</li> <li>Install new Grundfos pump w/ Flygt adapter into well</li> <li>Test pump for operation</li> <li>Making station production ready</li> <li>Check out with customer upon verification of operation</li> <li>Cleaning of work area</li> </ul> *Pumps must be able to be taken out of service during work to be performed and main power feed ahead of control panel must be electrically disconnected.<br>*Extra costs may be incurred if conduit entry is cemented or permanently sealed inhibiting the scope of work.<br>Upon the above Scope of Work, should any additional work or additional parts not listed above be required, a revised Scope of Work and quote will be submitted. No additional work will be performed, or additional parts supplied prior to approval. | \$950.00     | \$950.00    |             |
| 1           | Line: 005<br>Part: SHIPPING & HANDLING CHARGES<br>Shipping & Handling Charges<br>In Bound Standard Ground Shipping Charges                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$200.00     | \$200.00    |             |
|             | PLEASE NOTE:<br>1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location.<br>2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Total:       | \$11,382.00 |             |



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 Griffin, GA 30224  
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

### Quote

ID: P213785

Date: 13-Feb-20

#### To

Villa Rica, City of  
 571 West Bankhead Hwy  
 Villa Rica, GA 30180  
 United States of America

#### Quote To

SAME

Ph: 770-459-7000

| Terms       |                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Ship Via     |        | Salesperson |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------|-------------|
| Net 30 Days |                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Pre-Pay& ADD |        | JGBOS       |
| Quantity    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                          | Unit Price   | Amount |             |
|             | <p>Paperwork.</p> <p>3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount.</p> <p>4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery</p> <p>THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.</p> |              |        |             |



Agenda Item: \_\_\_\_\_

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Renew Service Agreement with Datamatx

**AGENDA DATE:** February 25, 2020

**DATE PREPARED:** February 13, 2020

**PREPARED BY:** Sarah Andrews

**AMOUNT:** Averages \$800 a month for data processing and \$2,700 a month for postage

**GL ACCOUNT #:** 100-1590-521300

**FUNDING SOURCE:** General Fund Operating Budget

**BUDGETED ITEM?** Yes

---

**PURPOSE:** To renew the service agreement with Datamatx for utility bill printing and mailing.

**BACKGROUND:** Datamatx prints and mails over 6,000 utility bills for the City every month. We have used them for many years, but it has been several years since we formally renewed the service agreement. Datamatx provides excellent service to us every month and has worked with us when we switched to cycle billing in 2017 as well as putting inserts with the bills upon request.

In January 2020, City staff toured the Datamatx site in Duluth, which was very impressive. They take data security very seriously as well as taking extra steps to ensure each customer is receiving their, and only their bill.

**STAFF RECOMMENDATION:** Staff recommends renewing with Datamatx for utility bill printing and mailing.

**MOTION:** I make a motion to authorize the mayor to sign the Service Agreement renewal with Datamatx.



## SERVICE AGREEMENT

City of Villa Rica  
571 Bankhead Hwy.  
Villa Rica, GA 30180

Date: February 14, 2020

Terms: 36 Months

DATAMATX agrees to furnish and customer agrees to purchase DATAMATX products and services in accordance with the specifications and prices contained in the Service Specifications and Price Schedule inclusive of any attachments hereto and made a part thereof.

### PRICE SCHEDULE

#### **Printing & Mailing**

|                                                   |       |                          |
|---------------------------------------------------|-------|--------------------------|
| Data processing <sup>(1)</sup>                    | 0.009 | per image <sup>(3)</sup> |
| Laser Print black                                 | 0.020 | per image <sup>(3)</sup> |
| Highlight Color Laser Print additional (optional) | 0.010 | per image <sup>(3)</sup> |
| Intelligent Fold & Insert                         | 0.019 | per sheet                |
| Additional Inserts                                | 0.003 | per extra insert         |
| In-line Seal & Meter                              | 0.002 | per envelope             |
| Presort /Barcode                                  | 0.019 | per envelope             |

#### **Paper**

|                                                      |       |           |
|------------------------------------------------------|-------|-----------|
| Standard 24# white wove non-perf                     | 0.012 | per sheet |
| 24# white wove with commodity perforation (optional) | 0.013 | per sheet |

#### **Envelopes**

|                                                                  |       |              |
|------------------------------------------------------------------|-------|--------------|
| #10 DX Standard Double Window with security tint                 | 0.019 | per envelope |
| #9 standard window return envelope with security tint (optional) | 0.017 | per envelope |
| 6 x 9 standard double window envelopes security tint             | 0.078 | per envelope |
| 9 x 12 standard white catalog envelopes (optional)               | 0.250 | per envelope |
| 9 x 12 Accordion white envelopes (optional)                      | 0.750 | per envelope |

#### **Postage/Optional USPS Fees** <sup>(2)</sup>

|                                                 |             |
|-------------------------------------------------|-------------|
| For all applications that qualify presort rates | MAADC rates |
|-------------------------------------------------|-------------|

#### **Additional/Optional Services**

|                                                               |        |                          |
|---------------------------------------------------------------|--------|--------------------------|
| Programming Initial Set-up/Changes/Development <sup>(4)</sup> | 125.00 | per hour                 |
| Full Color Inkjet (optional) <sup>(5)</sup>                   | 0.055  | per image <sup>(3)</sup> |
| Inkjet Black <sup>(5)</sup>                                   | 0.035  | per image <sup>(3)</sup> |
| Off line Meter and seal flat envelopes                        | 0.100  | per envelope             |
| Clerical/Handwork                                             | 35.00  | per hour                 |
| NCOA <sup>LINK</sup> / Mover ID <sup>(6)</sup>                | 250.0  | set up                   |
| NCOA <sup>LINK</sup> <sup>(6)</sup>                           | 0.250  | per hit                  |



#### **eVIEW/eTRAX Internal (optional)**

|                                        |             |                      |
|----------------------------------------|-------------|----------------------|
| Initial set up for authorized users    | 250.00      | per application      |
| Email to customers                     | 0.100       | per message          |
| Fax to customers                       | 0.100       | per page             |
| Additional eVIEW/eTRAX User Licensing: | 6-10 users  | 20.00 per user/month |
|                                        | 11-50 users | 18.00 per user/month |

#### **eView Processing, Storage & Data Management (optional)**

|                                      |        |                 |
|--------------------------------------|--------|-----------------|
| Total Available Online Images Loaded | 250.00 | monthly minimum |
| 0-250,000 images                     | 0.0020 | per image/month |
| 250,001 - 500,000 images             | 0.0016 | per image/month |
| 500,001 - 1,000,000 images           | 0.0014 | per image/month |

#### **Archival - PDFs and CD/DVD Media (optional)**

|                                                  |        |                 |
|--------------------------------------------------|--------|-----------------|
| Initial program set-up (one-time fee - included) | 250.00 | per application |
| Formatting/processing/indexing PDF               | 0.016  | per image       |
| Media management / setup / burn fee (optional)   | 50.00  | per run         |
| Additional CD copies                             | 75.00  | each            |

#### **Clarification of Service and, or price**

1. Includes Electronic File Transfer, Email Confirmation, CASS Certification, Zip + 4 Assignment, Address Hygiene and Standardization, Insert Bar Codes, Document Integrity Bar Codes, Print File Generation and eTRAX Report Generation
2. Based on USPS qualified presort rates, subject to change
3. An image is considered one side of an 8 ½ x 11 page
4. Programming and initial set-up for new print & mail applications will be quoted after receiving final test file and application requirements.
5. Variable Full Color Inkjet printing offered in Atlanta Facility Only. Inkjet price includes maximum area coverage of 12%. If inkjet coverage is greater a 10% Inkjet surcharge may be applied.
6. Data is returned in electronic format in accordance with customer specifications or can be returned in format consistent with current NCOA or USPS NCOA<sup>LINK</sup> return file formats. In addition to any required USPS fees. To qualify for first class postage discounts, you are required to use a USPS approved method to update your address list within a 95 day period prior to each mailing. If you choose alternate method, DX will process your mail through NCOA and will upgrade any hits on the NCOA database to full first class postage prior to mailing to avoid potential USPS penalties for non-compliant mail. Data is returned in electronic file format in accordance with standard DX NCOA formats, or can be returned in format consistent with current NCOA or USPS NCOA<sup>LINK</sup> return file formats with additional development.
7. Monthly Minimum Billing of \$750.00 will apply for each month which excludes supplies, programming, postage & delivery charges.

**City of Villa Rica** will transmit files to DATAMATX for printing and mailing. DATAMATX will preprocess the files performing CASS certification, Address correction, and Zip + 4 assignments. Files received by 12 pm EST will be processed the next business day. For files received after 12 pm EST, every attempt will be made to mail them the next business day, however, no later than the following business day.

Accepted for:  
**DATAMATX, Inc.**

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted for  
**City of Villa Rica**

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Terms and Conditions

Version (06/19/2018)

1. **Term of Agreement.** This Agreement will remain in effect for the initial term of 3 year (36 months) upon Client acceptance date, and will be automatically renewed for successive (1) year terms. Agreement can be terminated by either party at end of the initial term or any renewal term. Requesting party must provide written notice at least ninety (90) days before end of the active term indicating their intent to terminate the agreement. If Client, as a municipal entity, fails to appropriate money to fund this contract on any annual renewal during the initial term or any renewal term, this Agreement will automatically cancel as of the annual renewal date after the current appropriation expires.
2. **Warranty.** Datamatx shall exercise reasonable due care and diligence in processing all work submitted by the Client and warrants all outputs to be free of errors, printing or manufacturing defects and compliant with the statement of work or specifications based on Client's approvals. Datamatx shall not be liable for the loss of any information and shall not be responsible in any manner for errors in data furnished by Client. If data supplied by Client is not completely machine-readable or contains errors caused by Client, Client shall be required to pay for all production related output and postage or freight charges incurred. Client will be billed at the rates agreed to for programming efforts required to correct or bypass errors or omissions in Client-supplied data. THE FOREGOING WARRANTY IS THE Datamatx EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED.
3. **Charges.** INVOICES ARE DUE AND PAYABLE NET 30 days. Client is responsible for all federal, state, and local taxes based upon or arising out of the services rendered under this Agreement. Adjustments will be made for billing related errors that occurred within the prior three months from the discovery date provided they are communicated in writing to Datamatx. Datamatx may increase the prices set forth in this Agreement upon sixty (60) days written notice with prior approval from Client for services. For clarification on supply price adjustments, see paragraph thirteen (13) below; Price Fluctuations in Materials. In the event such increase is greater than the most recently published annual increase in the Consumer Price Index or more frequent than once a year, Client may terminate this Agreement by giving written notice of such termination to Datamatx any time prior to the effective date of such increase.
4. **Confidentiality.** Datamatx agrees to safeguard and treat as "confidential" all information disclosed to it pursuant to this Agreement and any associated non-disclosure agreement that may be in place. Client agrees to safeguard and treat as "confidential" all Datamatx intellectual property, business methods and processes, documentation and manuals developed pursuant to this Agreement  
  
Client Confidential information, including all Client submitted data and derivative data used by Datamatx during data processing, must be protected from unauthorized access, viewing or disclosure, and may never be shared with any third party without express written authorization of the Client. Scrap media containing confidential information will be destroyed in an appropriate manner to make the information unrecoverable.  
  
All Client submitted data shall remain the exclusive property of Client. All systems, documentation, operation manuals, components, accessories and other material utilized or developed by Datamatx in connection with this Agreement shall be classified as confidential and remain the sole property of Datamatx. Upon termination of the Agreement, each party shall securely destroy or return to the other all items, paper, or documents which may contain any such confidential information.
5. **Data Categorization and Protection.** Datamatx has implemented certain policies, procedures and controls based on the NIST 800-53, PCI and HITRUST cybersecurity frameworks to protect information categorized up to Moderate impact based FISMA 199 Standards for *Security Categorization of Federal Information and Information Systems*. Clients are required to, at least annually, affirm the data category for Client data as Low or Moderate impact. Datamatx reserves the right to designate the categorization of Client data, provided that Datamatx does not categorize it using a lower impact level than the Client's own affirmation.
6. **Client Data Retention / Data Destruction.** Datamatx will retain Client data in an encrypted, protected archive for a maximum period of 12 months. Datamatx will retain Client data categorized as Moderate impact no longer than 60 days. Additional fees will apply based on any extended retention period request. It is the Client's responsibility to notify Datamatx if a shorter or longer retention period is required. All Client data, upon reaching the expiration of its retention period, will be destroyed either by magnetically erasing the archive media, or by using an approved data shredding algorithm.
7. **Limitation of Liability.** In no event shall Datamatx be liable for incidental, special or consequential damages arising out of the performance or breach of this Agreement, regardless of the form of action, even if Datamatx is aware of the possibility of such damage, or for any claim whatsoever shall in no event exceed an amount equal to one (1) month service billing based on the prior three (3) month's billing.
8. **Performance.** If Datamatx fails to supply acceptable quality services and products to Client and, has been given notice of such problems in writing and has been given at least 60 days to correct them and does not correct reported problems, Client then has the right to terminate this Agreement



## Terms and Conditions, cont'd

9. **General.** Any assignment of this Agreement by either party without the prior written consent of the other party shall be void unless it is in connection with reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of the assigning party. This Agreement contains the entire agreement between the parties with respect to the services and the provisions thereof may not be modified, terminated or discharged except in writing signed by the party against whom the same is sought. Any handwritten alterations to the terms and conditions contained herein must be initialed and dated by both parties executing this agreement to be valid. The provisions of this Agreement are for the express benefit of the parties whose representative signatures appear on the reverse side hereof, and neither party shall have any liability or obligation to any non-signatory of this Agreement. This Agreement shall be construed to be between businesses and shall be binding upon the parties, their successors, legal representatives and assigns. Any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia.
10. **Postage Deposit.** A postage deposit for an estimated 45 days postage is required in advance of any mailing and maintained in a postage escrow account. Client appoints Datamatx to serve as its purchasing agent for the procurement of postage from the USPS and Datamatx agrees to serve as Client's representative to procure postage from the USPS on its behalf. Client will not earn any interest on any deposits or other payments held by Datamatx. If service is terminated, Datamatx may apply any deposits or other payments against the outstanding final balance on Client's account.
11. **Move-Update Compliance.** To qualify for first class postage discounts, Client is required to utilize a USPS approved method to update your mailing list addresses within 95 days of each mailing. If you choose a move update method outside of Datamatx control, we will process your mail through NCOA and will upgrade any hits on the NCOA database to full first class prior to mailing to comply with USPS regulations and protect Datamatx from USPS penalties. If Client's move-update process is successful, it is anticipated that limited pieces may be upgraded to full first class postage due to timing differences between updates to various USPS and licensee databases.
12. **Indemnification.** Datamatx agrees to indemnify and hold harmless Client, its officers, directors, employees, agents, subsidiaries, and affiliates against claims raised against Client resulting from actions or omissions of Datamatx or any of Datamatx's officers, directors, employees, agents, subsidiaries or affiliates. To the extent allowed by law, Client agrees to indemnify and hold harmless Datamatx, its officers, directors, employees, agents, subsidiaries, and affiliates against claims raised against Datamatx resulting from actions or omissions of Client or any of Client's officers, directors, employees, agents, subsidiaries or affiliates.
13. **Price Fluctuations in Materials/Other.** The fees listed on the pricing schedule of this Agreement shall be subject to price increases or decreases subsequent to the date of this Agreement based on increases and decreases in the cost to Datamatx of paper, envelopes, and other supplies. Such price increases or decreases shall become effective only after written notice from Datamatx to Client setting forth such price change with prior negotiations. Material price increases shall not exceed the Consumer Pricing Index (CPI) adjustments in any given year. Both parties agree that CPI schedule shall be the standard measurement defining supply price increases. Client shall have the right to review information which evidences such increase or decreases in the costs to Datamatx for such items. If Datamatx provides services to Client using inkjet technology printing, and Client's requirements for printed output increases ink coverage/usage more than 2% from the original application as designed and approved, Datamatx can increase service fees related to this item without 30 days' notice.
14. **Expiration of Non-Executed Agreement.** The fees and pricing listed in this agreement shall be valid with Datamatx signature for 60 days of issuance to Client. After 60 days Datamatx reserves the right to adjust fees and pricing as listed on this agreement if both parties have not fully executed in consideration of the fluctuations in pricing.
15. **Use of Contract by Other Political Jurisdictions and Public Entities.** DATAMATX advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other State of Georgia jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of DATAMATX. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and DATAMATX, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with DATAMATX concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of DATAMATX's current bid/proposal.

INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_

CONFIDENTIAL

INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_



Agenda Item:\_\_\_\_\_

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** 2019 Budget Amendment  
**AGENDA DATE:** 02-25-2020

**DATE PREPARED:** 02-13-2020  
**PREPARED BY:** Sarah Andrews

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

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**PURPOSE:** To adopt ordinance amending the 2019 budget.

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

STATE OF GEORGIA

ORDINANCE NO. \_\_\_\_\_

CITY OF VILLA RICA

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

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

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

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

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

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

**Section 1.** That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2019, said budget amendment being described as Amendment No. 112-126, attached hereto and incorporated as Exhibit A.

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

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

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

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

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

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

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

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

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

**SO ORDAINED AND EFFECTIVE** this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Approved:

\_\_\_\_\_  
Gilbert E. McDougal, Mayor

Attest:

\_\_\_\_\_  
Alisa Doyal, City Clerk

City of Villa Rica  
Exhibit A  
Proposed 2019 Budget Amendments

February 25, 2020

**GENERAL FUND**

| <i>Item</i>         | <i>Account Name</i>     | <i>Account Type</i> |          | <i>Notes</i>                                                 | <i>Amount</i> |
|---------------------|-------------------------|---------------------|----------|--------------------------------------------------------------|---------------|
| 112 100-4910-511100 | Salaries                | Expense             | Increase | New dept - Grounds Maintenance - over budget for year        | 300.00        |
| 113 100-313110      | LOST - Carroll County   | Revenue             | Increase | Use of Sales Tax Revenues higher than budget to cover        | 300.00        |
| 114 100-9000-611130 | Transfer to Solid Waste | Expense             | Increase | Write off negative cash balance in Solid Waste               | 206,000.00    |
| 115 100-313110      | LOST - Carroll County   | Revenue             | Increase | Use of Sales Tax Revenues higher than budget to cover        | 46,000.00     |
| 116 100-313120      | LOST - Douglas County   | Revenue             | Increase | Use of Sales Tax Revenues higher than budget to cover        | 152,000.00    |
| 117 100-316100      | Occupational Tax        | Revenue             | Increase | Use of Occupational Tax Revenues higher than budget to cover | 8,000.00      |
| Total Change        |                         |                     |          |                                                              |               |
| Expenditures        |                         |                     |          |                                                              | 206,300.00    |
| Revenues            |                         |                     |          |                                                              | 206,300.00    |
|                     |                         |                     |          |                                                              | -             |

**HOTEL-MOTEL TAX FUND**

| <i>Item</i>         | <i>Account Name</i>      | <i>Account Type</i> |          | <i>Notes</i>                                      | <i>Amount</i> |
|---------------------|--------------------------|---------------------|----------|---------------------------------------------------|---------------|
| 118 275-7540-572005 | Villa Rica CVB           | Expense             | Increase | Transfer to CVB higher than budget                | 13,000.00     |
| 119 275-7540-611030 | Transfer to General Fund | Expense             | Increase | Transfer to General Fund higher than budget       | 11,100.00     |
| 120 275-314100      | Hotel-Motel Tax Revenue  | Revenue             | Increase | More taxes than budgeted so transfers were higher | 24,100.00     |
| Total Change        |                          |                     |          |                                                   |               |
| Expenditures        |                          |                     |          |                                                   | 24,100.00     |
| Revenues            |                          |                     |          |                                                   | 24,100.00     |
|                     |                          |                     |          |                                                   | -             |

**PUBLIC FACILITIES FUND**

| <i>Item</i>         | <i>Account Name</i> | <i>Account Type</i> |          | <i>Notes</i>                                       | <i>Amount</i> |
|---------------------|---------------------|---------------------|----------|----------------------------------------------------|---------------|
| 121 285-1510-523970 | Bank Fees           | Expense             | Increase | Bank Fees for Bond Payment Wires                   | 79.00         |
| 122 285-361100      | Interest Income     | Revenue             | Increase | Use of Interest Income higher than budget to cover | 79.00         |
| Total Change        |                     |                     |          |                                                    |               |

|              |          |
|--------------|----------|
| Expenditures | 79.00    |
| Revenues     | 79.00    |
|              | <u>-</u> |

**2016 DOUGLAS COUNTY SPLOST**

| <i>Item</i>                    | <i>Account Type</i> | <i>Notes</i>                                                | <i>Amount</i> |
|--------------------------------|---------------------|-------------------------------------------------------------|---------------|
| 123 322-1510-523970 Bank Fees  | Expense             | Increase Bank Fees for low balance in account               | 31.00         |
| 124 322-361100 Interest Income | Revenue             | Increase Use of Interest Income higher than budget to cover | 31.00         |
| Total Change                   |                     |                                                             |               |
| Expenditures                   |                     |                                                             | 31.00         |
| Revenues                       |                     |                                                             | <u>31.00</u>  |
|                                |                     |                                                             | <u>-</u>      |

**GENERAL FUND CAPITAL PROJECTS**

| <i>Item</i>                              | <i>Account Type</i> | <i>Notes</i>                                                       | <i>Amount</i>   |
|------------------------------------------|---------------------|--------------------------------------------------------------------|-----------------|
| 125 350-6172-541400 Site Improvements    | Expense             | Increase Cover additional safety expenses for propane tank at PMGM | 4,300.00        |
| 126 350-391100 Capital Transfers from GF | Revenue             | Increase Increase in transfer from General Fund                    | 4,300.00        |
| Total Change                             |                     |                                                                    |                 |
| Expenditures                             |                     |                                                                    | 4,300.00        |
| Revenues                                 |                     |                                                                    | <u>4,300.00</u> |
|                                          |                     |                                                                    | <u>-</u>        |