

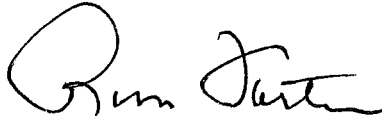
**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE
CITY OF TWIN OAKS AND J & M DISPLAYS, INC. FOR FIREWORKS
DISPLAYS**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN
OAKS, MISSOURI, AS FOLLOWS:**

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter a contract on behalf of the City of Twin Oaks with J & M Displays, Inc., for fireworks displays. Such contract shall be in substantially the form of the contract, marked "Exhibit 1" attached hereto and incorporated herein by reference.

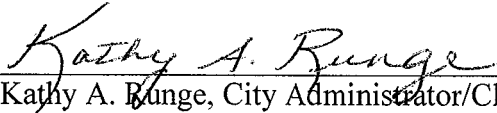
Section 2. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO
PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI,
THIS 3rd DAY OF May, 2017.



Russ Fortune, Mayor

Attest:



Kathy A. Runge, City Administrator/Clerk

Exhibit 1
City of Twin Oaks, Missouri
SERVICES CONTRACT
-DISPLAY OF FIREWORKS-

City of Twin Oaks, Missouri
SERVICES CONTRACT
-DISPLAY OF FIREWORKS-

THIS AGREEMENT, made and effective as of _____, __ 2017 ("Agreement Date"), by and between the **City of Twin Oaks**, a Missouri municipal corporation, hereinafter referred to as the "City", and **J & M Displays, Inc.**, an Iowa corporation, having its principal place of business in Yarmouth, Iowa, hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following services to be proved to the City:

Annual Independence Day Fireworks Display in Twin Oaks Park (the "Display").

Except as expressly specified herein, Contractor hereby agrees to provide all supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Display which are particularly described in the attached in Contractor's Pyrotechnic Proposal (attached as **Exhibit A** and incorporated herein) subject to the following specific conditions:

1. Contractor shall have insurance in the amount set forth in the in "Chapter 9" of Contractor's Response to the City's Request for Proposal (incorporated herein by reference) and furnish the City with a copy of the certificate of insurance showing that the City is named as additional insured with duty of defense on all insurance policies required hereunder.
2. No live fireworks material shall remain in the Twin Oaks Park over-night. During set up, any required security to protect and preserve the fireworks and the area immediately surrounding the location where the fireworks display set up and all related costs for said security shall be the responsibility of the Contractor.
3. The Contractor shall also provide the flowing services as part of the Fireworks Display Services:
 - a. Obtain fireworks display permit or other required government authorization to conduct fireworks display;
 - b. Set up of fireworks display;
 - c. Choreography for fireworks display;
 - d. Tear down of fireworks display;
 - e. Clean up after fireworks display with 24-hours of event.
4. Contractor shall at all times during the performance of its obligations under this Agreement comply with all applicable federal, state, and local laws, ordinances, and regulations related to the storage, possession, use and conduct of a public fireworks display, including those of the National Fire Protection Association.

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Contract and attached **City of Twin Oaks General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any exhibit.

II. TERM

A. This Agreement will expire three (3) years from the Agreement Date. The City may, at its sole discretion, terminate this Agreement within thirty (30) days after the first or second fireworks display date by giving notice to Contractor. If Agreement is not terminated by the City within the 30-day deadline after the first or second fireworks display date, this Agreement will be in full force and effect for the following year.

B. Extension: At the end of the term of this Agreement, the City will have the option to extend the Agreement for up to an additional three (3) years.

III. COMPENSATION

A. **Basic Compensation.** The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto, as follows:

- For year 1 (2017), a sum not to exceed \$25,000 for "Show #1" plus "Addendum to the RFP-Twin Oaks" (attached as Exhibit A).
- For year 2 (2018) and year 3 (2019), a sum not to exceed \$25,000 for a fireworks show comparable in design, shell number and length to "Show #1" plus 8% Free (Early Payment) and 15% Free (Multi-year Agreement) comparable to "Addendum to the RFP-Twin Oaks."

B. **Additional Compensation.** Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If the City directs in writing additional services not included in this Agreement, Contractor shall be paid only as approved in writing by the Board of Aldermen.

IV. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted electronically to the City Hall (Kathy Runge - krunge@villageoftwinoaks.org) and payment shall be made as set forth in Section II above.

IV. CONTRACT SCHEDULE

The display will occur on July 3, 2017 at approximately 9 p.m. In the event that weather conditions result in a cancellation of the display, the display will occur on July 5, 2017. If the display is not able to occur on July 3 or July 5, 2017, the Parties shall come to a mutually agreeable date that is within one (1) year of July 4, 2017. Should the fireworks display be permanently cancelled by the City, less than 30 days prior to the fireworks display date, the City shall pay Contractor an amount equal to 50% of the Compensation agreed to herein. This shall be Contractor's sole remedy for the City's cancellation of this contract.

Display dates for years 2 and 3 shall be on or near July 3, 2018 and 2019 with the date finally set by the City within seventy days of the fireworks display.

This contract shall be complete upon satisfactory performance by both parties. Nothing herein shall limit the application of the indemnification provision after performance of the Fireworks Display Services.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

J & M DISPLAYS, INC.

CITY OF TWIN OAKS, MISSOURI

By: _____

By: _____

Title: _____

DATED: _____

DATED: _____

ATTEST:

**CITY OF TWIN OAKS
SERVICES AGREEMENT
GENERAL CONDITIONS**

Independent Contractor. The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. If applicable, the provisions and requirements of section 290.250 R.S.Mo. shall apply and are incorporated herein. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Contractor shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Contractor in an effort to resolve any such conflict.

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions unless otherwise agreed by the City. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Other Contractors. The City reserves the right to employ other Contractors in connection with the Work.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Contractor/Services Contract or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contractor/Professional Services Contract shall control and supersede unless a change thereto is specifically stated in this Contract (including **Exhibit A**, "Scope of Work").

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in **Exhibit B**. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Contractor.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.



1-800-648-3890

www.jandmdisplays.com

Pyrotechnic Proposal Package

A
PYROTECHNIC
PROPOSAL

For
The City of Twin Oaks
July 3, 2017

An Integrated Approach for World Class
Pyrotechnic Entertainment

Proposed By:

Susan A. Harvey

J & M Displays, Inc.

10476 Sunset Drive

Dittmer, MO 63023

The Team

J & M Displays, Inc. (J & M) was formed in 1973 and has been entertaining audiences with state of the art product and equipment ever since. Safety, Quality and Service has allowed J & M to prove itself as a well-known, well-respected institution, always adapting itself to the changes in the industry and their client's needs, even in its short existence. J & M has expanded its talents to include servicing the specialized needs of the entertainment and corporate markets while manufacturing specific products for our client needs. Setting its goals on the cutting edge; from music score development to computerized execution – J & M offers the state of the art in Special Effects, Indoor Choreography, and American/European Outdoor Choreography. Precision, multimedia integration and the expertise to take it "on the road" have become hallmark of J & M worldwide.

All members of our team are experts in pyrotechnics, special effects, and display firework productions. Our pyro team holds international licenses and continually moves freely throughout the world. What makes the J & M team unique in the pyrotechnic industry is that the team is also experienced in design, stage technology, audio, lighting, and video. Thus, the team is able to fully integrate the pyrotechnic elements into a production so that it works in conjunction with the lighting design, stage design, and audio/video elements which make for a more creative and unified show overall. The team is able to understand the goals of the other technical designers and can discuss solutions and options in their terminology.

Supporting our team would be an unparalleled list of additional world renowned manufacturers such as, but not limited to, Global Pyrotechnic Solutions, Inc., Yung-Feng Fireworks Company, LIDU Fireworks, and Thunderbird/Hopkee. This product variety allows flexibility and venue specific adaptability both with special effects and aerial product lines.

Scope of Project

J & M proposes to design one (1) multi-level, multi-position fully **choreographed** pyrotechnic production from a single ground location located on Ann Avenue in Twin Oaks, Missouri. J & M will supply all products, firing gear, racking equipment, insurance, personnel, licenses, permits, storage, and shipping as a single contractual entity for the upcoming "turnkey" fireworks production to commence on **July 3rd, 2017, with a rain date of July 5, 2017.**

J & M will design and integrate our special effect pyrotechnic product into one (1) original twenty (20) minute **choreographed** show production. Our design and development team will develop state of the art product for this unique one-of-a-kind performance.

J & M's Unique Pyrotechnic Package encompasses the following:

- A fully completed musical score, edited, mastered, and played back in digital domain.
- A fully computerized/time code lockable firing system capable of sub-frame resolution and multiple firing points with a complete back-up system.
- A complete wireless transmission system for time code telemetry.
- All Class 1.3G and Class 1.4G aerial and close proximity pyrotechnic product. No shell larger than 4" in diameter. Equipment to be set in place on July 2, 2017 and product to be delivered and loaded on July 3, 2017.
- Licensed and professionally trained pyrotechnic crew. Lead pyrotechnician to be Matt Zurmuhlen. His resume is attached. Show Designer Is Josh Whiteis.
- All pyrotechnic equipment necessary for the show.
- All necessary licenses and permits for the City of Chesterfield and the state of Missouri.
- An Insurance program of not less than \$10 Million Dollars USD coverage.
- Worker's Compensation Insurance Coverage.

Design Capabilities

J & M's design capabilities we feel are the best in the industry. Our in-house designers are known throughout the country and abroad for their innovative, creative, and one-of-a-kind performances. Our dedicated team approach allows us to pull a variety of ideas under one program to create the ultimate pyrotechnic experience.

Your production will be created from scratch. All elements of the production will come together during the design phase. Once this phase is complete, all other details of the performance can be recognized and finalized in order to meet all requirements set forth by the Bid requirements and local authorities.

NO ADDITIONAL FEE FOR A CHOREOGRAPHED SHOW

Production Costs

We envision developing budget parameters in conjunction with you and your marketing needs. We would not consider tailoring such a program in a vacuum, or presume to know your financial outlook on a project such as this. We are prepared to work together to make this package complete and economical. **Therefore, we are prepared to work together in order to make this package complete, economical, and flexible to your changing needs.**

The cost associated with multiple level show production is based on the complexity, intensity, quality, and quantity of product and the positions utilized in respect to client satisfaction. Prices stated are based on a full turnkey show production, but does not include items necessary based on extreme weather conditions or additional requirements set forth after the contract signing.

In that regard, J & M is prepared to produce this full "turnkey" **choreographed performance for either Twenty-four Five Hundred Dollars (\$24,500), or Twenty-Five Thousand Dollars (\$25,000).** Both Shell Listings are attached for you to choose from.

Our proposal provides a wide range of product in all sizes, categories and world-class manufacturers. Below is a summary of our suggested overall savings for the budget set forth in the RFP.

World Class Pyrotechnic Manufacturers

In addition to our design approach, another element that identifies J & M is the quality and uniqueness of our product selections. A few of our manufacturers' are mentioned below.

Global Pyrotechnic Solutions, Inc. (American)

GPS is our in-house manufacturing company. Accessibility to our own manufacturing facility provides us with wider knowledge of new and innovative products in the marketplace, which increases design potentials. It also gives J & M the luxury of manufacturing product to our own specification at a moment's notice to further enhance your shows.

GPS's constant research and development, a state of the art facility, and its ability to provide a consistently high quality, accurate product has led them to international prominence. They are proud to be the single largest supplier of product to Walt Disney World.

Yung-Feng Fireworks Company

This Chinese company has set the industry and its competitors on its ear with products of incredible animation and movement. Yung-Feng has moved to the top of the list on best product availability and reliability in China today. They are one of the few companies setting safety standards in China prior the shipments to the U.S.

LIDU Fireworks Corporation Ltd.

LIDU is regarded as one of Japan's oldest and most respected manufactures. Their long duration diadems, kumuros, chrysanthemums and peonies are still the best in the industry today and constant research and development keep them at the head of their class. The "smiley face" originated here and we look for additional innovative product each year.

Thunderbird/HopKee

This product is the newest addition to our high-class inventory. Thunderbird's first class awards for brilliant color and effect are many and they produce such events as Hong Kong Chinese New Year and Hong Kong December 31st New Year. Their enormous product selections allow GPS to increase our overall variety on every performance.

Show Soundtrack

For each production J & M has the ability to create unique, one-of-a-kind, award winning, music scores that encompass your event theme in our in-house studio.

If J & M is awarded the contract we will create a one-of-a-kind soundtrack for your 2017 show based around your theme or entertainment on that day at **NO ADDITIONAL CHARGE**. You may choose a theme or we can suggest a theme for you if so requested.

Statement of Objection

This material is the property of J & M and is confidential. Please return any confidential material to J & M within 10 business days after the awarding of the contract.

Added Advantages for Acquiring J & M's Pyrotechnic Services

A Long Term Client Relationship is what our growth is based on. To that end, we offer our services or advice in related matters at no cost. Our relationship with the City of Twin Oaks is no exception.

The Combined Resources of the Team gives you a wide spectrum of expertise while allowing us to operate efficiently. This cost efficiency in operations is passed on to you.

World Class Manufacturers' as Team Members allow the use of pyrotechnic product on a daily basis that most companies would never consider using because of cost. This cost efficiency and quality is passed on to you.

A WorldWide Network ensures that your needs will be met without incident, delay, or increased costs.

A Safety Record as Excellent as Ours not only holds down overhead costs but allows us to secure General Liability, Completed Operations, and Domestic Vehicle Insurance in the amounts of **\$10,000,000 (USD)**.

J & M's Signature Shells are our specialty and they include, but are not limited to, Smiley Face Shells, Sad Face Shells, Crossette Shells of all sizes, Color and Tourbillion Shells, Color and Whistle Shells and Color and Serpent Shells.

Pyrodigital Firing Methods

J & M's proposes to utilize the Pyrodigital Phase III Field Controller and System Network. The Pyrodigital Consultant's Field Controller is a Professional Level Tool. This tool, when combined with the Pyrodigital Phase III Firing System Network, becomes an integrated hardware system, which provides a means in which to electrically fire industry standard pyrotechnic igniters.

The Pyrodigital Field Controller (the System Controller) is what controls the operation of the Phase III System Network. The Field Controller is at the control location, at the point where the operator, or user, controls the pyrotechnics or special controlled by; 1) the Pyrodigital Phase III Interface Box connected to a Personal Computer, or 2) another type of Pyrodigital Phase III Controller.

The standard System Network is composed of the Firing Modules, the Interconnecting Cables, and the Splitter Boxes. This Network originates at the Field Controller via the single main Interconnecting Cable. This main Interconnecting Cable then goes to the Splitter Box(s) which are then connected with additional Interconnecting Cables to the Firing Modules.

The System Network may also be composed of Pyrodigital PAM(s) (Pyrodigital Automation Modules), other type of Pyrodigital Phase III Output Devices, Firing Modules (as described above), or a combination of any of these.

The System Network may be also referred to as the Firing Network or simply the Network. Likewise, the Field Controller may sometimes be referred to as simply the Controller, or generically as the System Controller. The Field Controller together with the System Network may be referred to, in total, as simply the (Pyrodigital) Firing System.

Synchronization of cueing can be controlled manually, or automatically, via external input. Internal backups enhance the field controller's flexibility allowing instant response to last minute program changes. The superior cueing abilities of the Pyrodigital Phase III System Network has a proven successful track record as evidenced with its use as part of the Disney Animation Festival produced In Buenos Aires, Argentina.

Insurance Provided

The **City of Twin Oaks** will receive a certificate of insurance evidencing our Commercial General Liability and Product Liability package – worldwide.

- **Ten Million-Dollar limit** per occurrence.
- Eleven Million-Dollar aggregate limits including bodily injury, property damages and full product liability.
- Our aggregate limits apply separately for every project. The **City of Twin Oaks** is assured of having our full policy limits available for your show.
- Coverage is written by the Everest Insurance Company. Everest maintains the following ratings:

<u>Organization</u>	<u>Rating</u>
A.M. Best	A++ XIV
Standard & Poor's	AAA

- Worker's Compensation Insurance is provided for each of our pyrotechnicians, technical directors, designers and all other employees.
 - A One Million-Dollar Commercial Auto Liability is maintained on all company vehicles domestically.
 - J & M's maintains all U.S. Department of Transportation 2017 regulations for the transport of pyrotechnics and related materials. This includes the Motor Carrier endorsement for public liability under Section 29 and 30 of the Motor Carrier Act of 1980.
 - The insurance coverage is one of the best in our industry.
-

Chapter
10

Licensing Requirements

Copies of our Federal ATF license and our Missouri State Distributor' license are enclosed for your review. Please see attachments.

Any license up for renewal later this year and in 2017 will be forwarded to you upon renewal if J & M is awarded the contract.

Chapter
11

J & M's Professional References

Listed below are names, addresses and phone numbers of clients you are authorized to contact referencing similar productions produced by J & M.

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Bill Schwer City of Ellisville	#1 Weis Ellisville, MO 63011	636-227-9660
Murray Pounds City of Kirkwood	212 South Taylor Ave. Kirkwood, MO 63122	314-822-5857
Kari Johnson City of Chesterfield	690 Chesterfield Parkway W Chesterfield, MO 63017	636-812-9504
John Hoffman City of Ballwin	#1 Ballwin Commons Circle Ballwin, MO 63021	636-227-8950
Missy Meyer City of Eureka	1 Coffey Park Lane Eureka, MO 63025	636-938-6775
Charlie Boyce Innsbrook Estates	#1 Innsbrook Drive Wright City, MO 63390	636-928-3366
Jim Howe/James Bolt Fair St. Louis	301 Prospect St. Louis, MO 63103	314-434-3434
Matt Unrein City of Ferguson	501 North Florissant Road Ferguson, MO 63135	314-524-4721
Ryan McClure City Arch River Foundation	One South Memorial Drive St. Louis, MO 63102	314-744-9251 Downtown St. Louis

Chapter
12

J & M's Clientele

Our services include design, implementation and/or product supply. Walt Disney World, Sea World, Busch Gardens and Six Flags Theme Parks are just a few of consistent clients that rely on our expertise in the pyrotechnic arena.

Our design and production team has had many prestigious commissions besides the ones stated above. These include, but are not limited to:

Fair St. Louis, City of Chesterfield, City of Ellisville, City of Ferguson, Royal Caribbean Millennium Bahamas/Haiti, Charlotte NC Millennium, Madison WI Millennium, Chicago's Navy Pier Millennium, St. Louis MO Millennium, Copper Mountain CO Millennium, Pope John Paul II, St. Louis, MO * Disney Animation Festival/Buenos Aires, Argentina * Chicago Navy Pier Events and Summer shows 1995-1999 * Phoenix's Fabulous 4th 1999, Atlanta's Lenox Mall Fabulous 4th 1999, World Cup - 94/Orlando, FL * Olympic Sports Festival - 94/St. Louis, MO * Red, White and Boom/Columbus, OH * Rhythm and Booms/Madison, WI * Busch Gardens/Williamsburg, VA * Sea World/San Antonio, TX * World Series/St. Louis, MO * St. Louis Baseball Cardinals * Amway Corporation/Puerto Rico, Maui, Hawaii, Grand Rapids * Universal Studios * New Year's Eve: Copper Mountain, CO; Philadelphia, PA; Athens, GA; Downtown St. Louis * V.P. Fair/Fair St. Louis * America's Center Opening/St. Louis, MO * BMW Manufacturing Corp./Greer, SC * Mercedes Benz Manufacturing Corp./Tuscaloosa, AL * Chandler Jazz Festival/Chandler, AZ * Lodge of the Four Seasons/Lake of the Ozark, MO * John Deere Training Facility/Gila River, AZ * St. Louis Blue's Hockey/St. Louis, MO * Cave Creek Fourth of July/Cave Creek, AZ * Artesia Fireworks Spectacular/Artesia, NM * St. Louis Ram's Football * Indian River Mall/Vero Beach, FL * Lafayette Sq. Mall Santa's Arrival/Indianapolis, IN * Richmond Sq. Mall Santa's Arrival/Richmond, IN * Maritz Corporation/St. Louis, MO * McDonnell Douglas 1997 Apache Helicopter Reveal/Phoenix, AZ * Circle Center Grand Opening/Indianapolis, IN * President Bush's Debate/St. Louis, MO * Presidential Nominee Clinton's Debate/St. Louis, MO * Avondale Fourth of July/Avondale, AZ * Olympic Torch Relay/St. Louis, MO * Disney Channel PremEARS in the Parks Tour/MD; PA; CT; MN; KS; TX * North Carolina Museum of Art Opening * Fourth of July/Six Flags & Time Warner Theme Parks * St. Albans, MO * Scott Air Force Base, IL * Rend Lake, IL * Mt. Vernon, IL * Union Station Santa's Arrival & New Year's Eve/St. Louis, MO * Lake Eola Celebration in the Park/Orlando, FL * West Point Crab Festival/West Point, VA * St. Louis County Fair * Bellerive Country Club/St. Louis, MO * Tan Tar A Resort/MO * Fenton Days Festival/MO * Bud Light Airplane * Amway/Long Beach, CA; LaCrosse, WI * Clayton Fire Department 100th Anniversary/MO * St. Louis Science Center * St. Louis Museum of Art * Zoofari/St. Louis, MO * Fox Lake, IL * Halls, IN * Kenosha County Fair, WI * Labor Day Association/Mackey, IN * Lincolnshire, IL * City of Litchfield, AZ * Long Lake, WI * Monona Terrace Opening/Madison, WI * Marengo, IL * Menomonee Falls, WI * New Mexico Tech/Secorro, NM * North Chicago Neighborhood Watch Cooperative * North Shore Country Club/Chicago, IL * Ozark Empire Fair/Springfield, MO * Prairie State Games/IL * Princeton, IN * St. Clair, MO * St. Genevieve, MO * Shellrock, IA * Sony Creative Printing & Parties/Chicago, IL * South Side Country Club/Decatur, IL * Kroger Corporate Convention/San Destin, FL * Strawberry Festival * Twin Oaks Country Club/Springfield, MO

Professional References (cont.)

Union Electric Company/St. Louis, MO * Jacksonville Jaguars Football/FL * Club Velvet One Year Anniversary/St. Louis, MO * Vernon Hills, IL * Viburnum Lions Club, MO * Washington County Fair, MO * Washington University/St. Louis, MO * Webster Groves, MO * Westwood Country Club/St. Louis, MO * City of Zion, IL * Racine County Fair/Union Grove, WI * SABRE Travel Convention/Chicago, IL * Senior Sports Classic/Lake Buena Vista, FL * Lake Forest Symphony/IL * Land's End Magazine Special Edition Cover/Summer 1997 * Premier Racing Productions/Wilmot IL * Affton Chamber of Commerce/St. Louis, MO * Atlanta Zoo, GA * American Bar Association/Chicago, IL * Ballwin, MO * Missouri Botanical Gardens/St. Louis * Cotter & Company, Busch Stadium/St. Louis, MO * Ford Motor Company, IL * Septemberfest/Omaha, NE * Lake Line Mall/St. Louis, MO * Chicago Convention & Tourism Bureau * Muni Opera/St. Louis, MO * Merchandising Mart/Chicago, IL * Seminole County Fair/Casselberry, FL * Big River VFW, MO * Bellefontaine Neighbors, MO * Black Jack, MO * Blue Springs, MO * City of Brentwood, MO * Angeuser Busch Conventions/Madison, WI & Bingham, MI * Peter Lowe International – TWA Dome/St. Louis, MO * Riverport Amphitheater/St. Louis, MO * Shriners Circus/St. Louis, MO * Trump Casino/Gary, IN 8 Mid America Airport Opening/IL *

General Points and Exclusions

General Points

J & M's team produces custom projects. Please do not exclude any ideas you may have regarding a specific pyro moment or scene.

All equipment and control systems are supplied with backups and additional spares available.

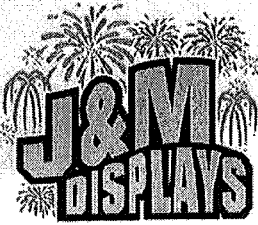
Any major change to the show/pyro sequences outside of J & M's control would be billed at replacement costs/out-of-pocket.

The **City of Twin Oaks** shall, at its own expense, provide adequate security personnel and barricades as reasonably required to preclude unauthorized persons from entering the area designated by J & M's as the area for discharge of the Fireworks Display ("Security Zone"). The **City of Twin Oaks** must provide security once product and gear arrives on site. Security must be maintained in the absence of J & M's personnel. Security must be provided until J & M leaves the display site. In the event that prior to the display weather, wind conditions change or become such that to begin the Fireworks Display as setup would, (in the judgement of the lead pyrotechnician), create or represent a risk of harm to spectators or by-standers, the **City of Twin Oaks**, at the request of J & M's, shall forthwith take appropriate action to relocate the at risk spectators or by-standers and their property to a position reasonably safe for viewing the Fireworks Display and thereafter maintaining a new Security Zone. J & M's shall have the right to delay the start or suspend said Fireworks Display until said persons and/or property are moved to a safer location and the Security Zone is reestablished. Both, J & M and the **City of Twin Oaks** agree that the final authority with respect to the firing of the Fireworks Display shall lie with the Fire Marshal or other safety official on site to maintain safety regulations.



1-800-648-3890
www.jandmdisplays.com

Show #1
Shell Listing
for
July 3, 2017



J&M Displays Proposal for: Village of Twin Oaks Show #1

Opening

2.5 Inch Finales

Quantity	Name	Rising Effect	Price	Total
10	Salute with palm 10 Shot finale chain		\$85.80	\$858.00
Category Shell Count: 100				\$858.00
Section Shell Count: 100				

Walls

3 Inch Salutes

Quantity	Name	Rising Effect	Price	Total
10	Silver sparked salute with blue tail	blue tail	\$9.60	\$96.00
10	Silver sparked salute with red tail	red tail	\$9.60	\$96.00
10	Silver sparked salute with rising crackling tail	crackling tail	\$9.60	\$96.00
10	Silver sparked salute with silver tail	silver tail	\$9.60	\$96.00
Category Shell Count: 40				\$384.00

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
10	Silver whirl with report w/ variegated stars		\$43.15	\$431.50
10	Tourbillion with reports		\$43.15	\$431.50
Category Shell Count: 20				\$863.00

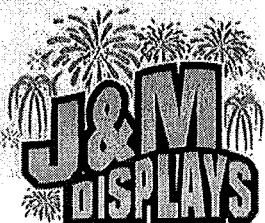
3 Inch Mines and Comets

Quantity	Name	Rising Effect	Price	Total
10	Lemon mine w/ e-match link		\$19.55	\$195.50
10	Purple mine w/ e-match link		\$19.55	\$195.50
10	Crackling tiger tail		\$28.30	\$283.00
10	Gold glitter comet		\$28.30	\$283.00
Category Shell Count: 40				\$957.00
Section Shell Count: 100				

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Assorted effects 100 shot Z shape		\$192.95	\$385.90
2	100S FAN SHAPED CAKE - Assorted effects and colors Z shap		\$265.75	\$531.50
2	80S FAN SHAPED CAKE - Blue tail to red and blue dahlia with		\$265.75	\$531.50
2	Color tails to breaks 300 shot		\$388.30	\$776.60
2	600 Shot Colored stars S shape		\$492.70	\$985.40
2	Crackling mines 130 shot fan shape		\$492.70	\$985.40
2	Glittering willow mines 130 shot fan shape		\$492.70	\$985.40
2	Red white and blue scenery 300 shot		\$492.70	\$985.40
Category Shell Count: 3480				\$6,167.10



J&M Displays Proposal for: Village of Twin Oaks Show #1

Main Event

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Assortment C of 20 (5 report & 15 color) shells ELECTRIC FIRE		\$204.50	\$409.00
2	Assl B of 20 (5 report & 15 color) Patriotic shells (HAND FIRE)	mixed tails	\$204.50	\$409.00
2	Assortment F of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$205.00	\$410.00
2	Assortment M of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$205.00	\$410.00
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$205.00	\$410.00
2	Assortment Y of 10 pairs of 3" J&M shells ELECTRIC FIRE		\$205.00	\$410.00
Category Shell Count: 240				\$2,458.00

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Glittering willow	glitter tail	\$33.50	\$67.00
2	Glittering willow waterfall	glitter tail	\$33.50	\$67.00
2	Golden kamuro to white strobe	Gold tail	\$33.50	\$67.00
2	Green to dark to purple		\$33.50	\$67.00
2	Lemon and pink ring with crackling pistols	whistling tail	\$33.50	\$67.00
2	Assortment B of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$355.00	\$710.00
2	Assortment C of 20 different J&M Brand Shells ELECTRIC FIRE		\$355.00	\$710.00
2	Assortment F of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$355.00	\$710.00
2	Assortment G of 20 different J&M Brand Shells ELECTRIC FIRE		\$355.00	\$710.00
2	Assortment K of 20 different J&M Brand shells ELECTRIC FIRE		\$355.00	\$710.00
2	Assortment P of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$355.00	\$710.00
2	Assortment Q of 10 Patriotic pairs of 4" J&M Brand shells		\$355.00	\$710.00
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$355.00	\$710.00
Category Shell Count: 330				\$6,015.00

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	Red strobe		\$42.10	\$84.20
2	Reddish gamboge to blue to red		\$42.10	\$84.20
2	Reddish gamboge to crackling chrys		\$42.10	\$84.20
2	Silver coconut to blue		\$42.10	\$84.20
2	Sizzling lemon and purple comets		\$42.10	\$84.20
Category Shell Count: 10				\$421.00
Section Shell Count: 4060				

Finales

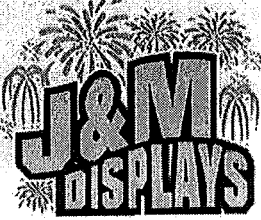
3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
20	Color red white and blue 10 Shot finale chain	mixed tails	\$124.40	\$2,488.00
Category Shell Count: 200				\$2,488.00

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
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Exhibit A



**J&M Displays Proposal for:
Village of Twin Oaks
Show #1**

Finales

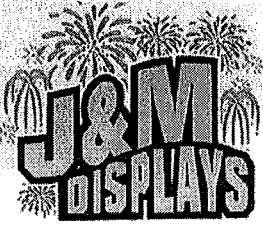
4 Inch Finales Continued

Quantity	Name	Rising Effect	Price	Total
10	Mixed color peony 8 shot finale chain		\$196.80	\$1,968.00
10	Red white and blue dahlia 8 shot finale chain	mixed tails	\$196.80	\$1,968.00
5	Artillery 8 shot finale chain		\$214.60	\$1,073.00
Category Shell Count: 200				\$5,009.00
Section Shell Count: 400				

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect	Price	Total
600	Igniter 2 meter leads		\$1.95	\$1,170.00
250	Igniter 3 meter leads		\$1.95	\$487.50
2	Wire 22 gauge copper duplex 250 foot spool		\$16.60	\$33.60
Category Shell Count: 0				\$1,691.10
Section Shell Count: 0				



J&M Displays Proposal for: Village of Twin Oaks Show #1

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price: \$27,311.20
 Discount: \$5,261.20
 Subtotal Fireworks: **\$22,050.00**
 Sales Tax:
 Local Sales Tax:
 Insurance Processing: \$2,200.00
 License and Permit: \$200.00
 Shoot Fee: \$450.00
 Delivery: \$100.00
 Musical Firing:
 Shoot Cost:
 Total Price of Show: **\$25,000.00**

Total Shot Count: 4660
 Packing Check: 1071
 Date of Display: 07/03/17
 Customer Number: 10896

Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$22,050.00 Fireworks Subtotal

Total Free

Total Value of Show is \$30,261.20. Your Price is \$25,000.00

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

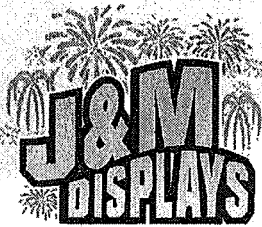


Exhibit A
ADDENDUM TO THE RFP-TWIN OAKS

**J&M Displays Proposal for:
Village of Twin Oaks
Show #1**

8% Free for Early Payment

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
8	Mixed color peony 8 shot finale chain		\$196.80	\$1,574.40
Category Shell Count: 64				\$1,574.40
Section Shell Count: 64				

15% Free for Multiple Year Agreement

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Glittering willow	glitter tail	\$33.50	\$67.00
2	Glittering willow waterfall	glitter tail	\$33.50	\$67.00
2	Golden kamuro to white strobe	Gold tail	\$33.50	\$67.00
2	Lemon and pink ring with crackling pistils	whistling tail	\$33.50	\$67.00
4	Silver & Red cross ring with crackling pistil	Gold tail	\$33.50	\$134.00
2	White strobe and red dahlia	whistling tail	\$33.50	\$67.00
1	Assortment W of 5 different pairs of dahlias ELECTRIC FIRE		\$335.00	\$335.00
Category Shell Count: 24				\$804.00

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
4	Glittering silver to green strobe chrys		\$42.10	\$168.40
2	Glittering silver to magenta to green strobe chrys		\$42.10	\$84.20
4	Glittering silver to purple chrys		\$42.10	\$168.40
2	Golden wave to blue to red chrys		\$42.10	\$84.20
2	Green falling leaves		\$42.10	\$84.20
4	Multicolor strobe		\$42.10	\$168.40
2	Nishiki kamuro to red strobe w/red strobe pistil		\$42.10	\$84.20
2	Red strobe		\$42.10	\$84.20
2	Sizzling lemon and purple comets		\$42.10	\$84.20
4	Artillery		\$56.55	\$226.20
2	Green and purple with artillery		\$56.55	\$113.10
2	Multi color dahlia with spangle crackling pistil		\$56.55	\$113.10
2	Red and blue with whistles		\$56.55	\$113.10
Category Shell Count: 34				\$2,379.90

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
2	Red white and blue dahlia 8 shot finale chain	mixed tails	\$196.80	\$393.60
Category Shell Count: 16				\$2,773.50
Section Shell Count: 74				



CERTIFICATE OF LIABILITY INSURANCE

DATE (YYY)
3/23/2011

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No. Ext): 216-658-7100	FAX (A/C, No): 216-658-7101
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Everest Indemnity Insurance Co.	10851
	INSURER B: Everest National Insurance Company	10120
	INSURER C: Maxum Indemnity Company	26743
	INSURER D: Axis Surplus Insurance Company	26620
INSURER E: Continental Indemnity Company		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 934923264**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			SI8ML00060-171	1/15/2017	1/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
P	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00033-171	1/15/2017	1/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EXC6028118-02	1/15/2017	1/15/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	73-620617 MASTER	3/15/2017	3/15/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER USL&H Included E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			EAU791767	1/15/2017	1/15/2018	Each Occurrence \$4,000,000 Aggregate \$4,000,000 Total Excess Limits \$9,000,000

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

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

CERTIFICATE HOLDER**CANCELLATION**

J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Suggested Safety Plan

GENERAL REQUIREMENTS

The potential fallout area shall be a large, clear open area acceptable to the authority having jurisdiction.

Spectators, vehicles, or any other readily combustible materials shall not be located within the potential landing area during the display.

The sponsor of the display shall consult with the authority having jurisdiction to determine the level of the fire protection required.

Monitors whose sole duty shall be the enforcement of crowd control shall be located around the display area by the sponsor. The authority having jurisdiction shall determine the number of monitors needed and their placement.

Where practical, fences and rope barriers shall be used to aid in crowd control.

Monitors shall be located around the discharge site to prevent spectators or any other unauthorized persons from entering the discharge site. The discharge site shall be so restricted throughout the display and until the discharge site has been inspected after the display.

If, in the opinion of the authority having jurisdiction or the display operator, crowd control should pose a danger, the display shall be immediately discontinued until such time as the situation is corrected.

If, at any time, high winds or unusually wet weather prevail, such that in the opinion of either the authority having jurisdiction or the display operator, a definite danger exists, the public display shall be postponed until acceptable weather conditions prevail.

Light snow or mist need not cause cancellation of the display; however, all materials used in the display shall be protected from the weather by suitable means until immediately prior to use.

The intent of this entire section is to provide minimum clearances upon which the authority having jurisdiction may base his approval of the display site. Where unusual conditions exist, the authority having jurisdiction may increase the minimum clearances, as he deems necessary.

The authority having jurisdiction should be consulted well enough in advance, so that the required fire protection may be arranged. Fire protection may include portable fire extinguishers for the discharge area and stand by fire apparatus for protection down range.

Fireworks Display Checklist

(This list is not all-inclusive, but covers the main areas.)

There should be an inspection of the display site with the display operator, preferably accompanied by the sponsor, well before the date of the display. At that time, there should be a review of at least those points raised below. On the day of the display, a final check must be made to insure that all requirements have been met.

General Requirements

Display site radius must be at least 70 feet for every inch of largest mortar ID, and this area must be clear of all spectators and vehicles during the display.

Vertically placed mortars are to be placed near the center of the discharge site, but are only allowed if there will be no reloading during that portion of the display.

There must be no overhead obstructions in the immediate area of the mortars.

Mortars must be securely held in place by burial to at least 3/4 their length or above ground in strong racks.

When mortars will be reloaded during a display, mortars of the same size must be in groups and the groups separated from one another.

Mortars must be of sufficient strength, length and durability to cause shells to be propelled to safe altitudes.

When the display crew will be in the immediate area of the mortars when fired, sandbags (or other suitable protection) shall be placed against the mortars to the approximate level of their muzzle.

Racks used to hold mortars containing chain-fused shells must be very strong and well braced. (See NFPA Exceptions.)

If mortars are to be reloaded during the display, shells must be stored in proper containers and kept at least 25 feet upwind of the mortars.

Before the display, fireworks must be properly transported and stored.

After delivery to the display site, fireworks must never be left unattended and must be protected from theft or damage.

There must be no smoking within 50 feet of any fireworks or pyrotechnic materials.

Fireworks must be inspected for damage and proper fit in the mortars before their use.

Salute shells larger than 4 inches should not be used.

Ground displays must be at least 75 feet from spectators and items that are more powerful must be at least 125 feet away.

There must be adequate fire protection provided on site.

There must be an adequate number of crowd control monitors and crowd control must be maintained until the display site has been searched for dud shells and other dangerous debris.

When practical, fences or rope barriers should be used to aid crowd control.

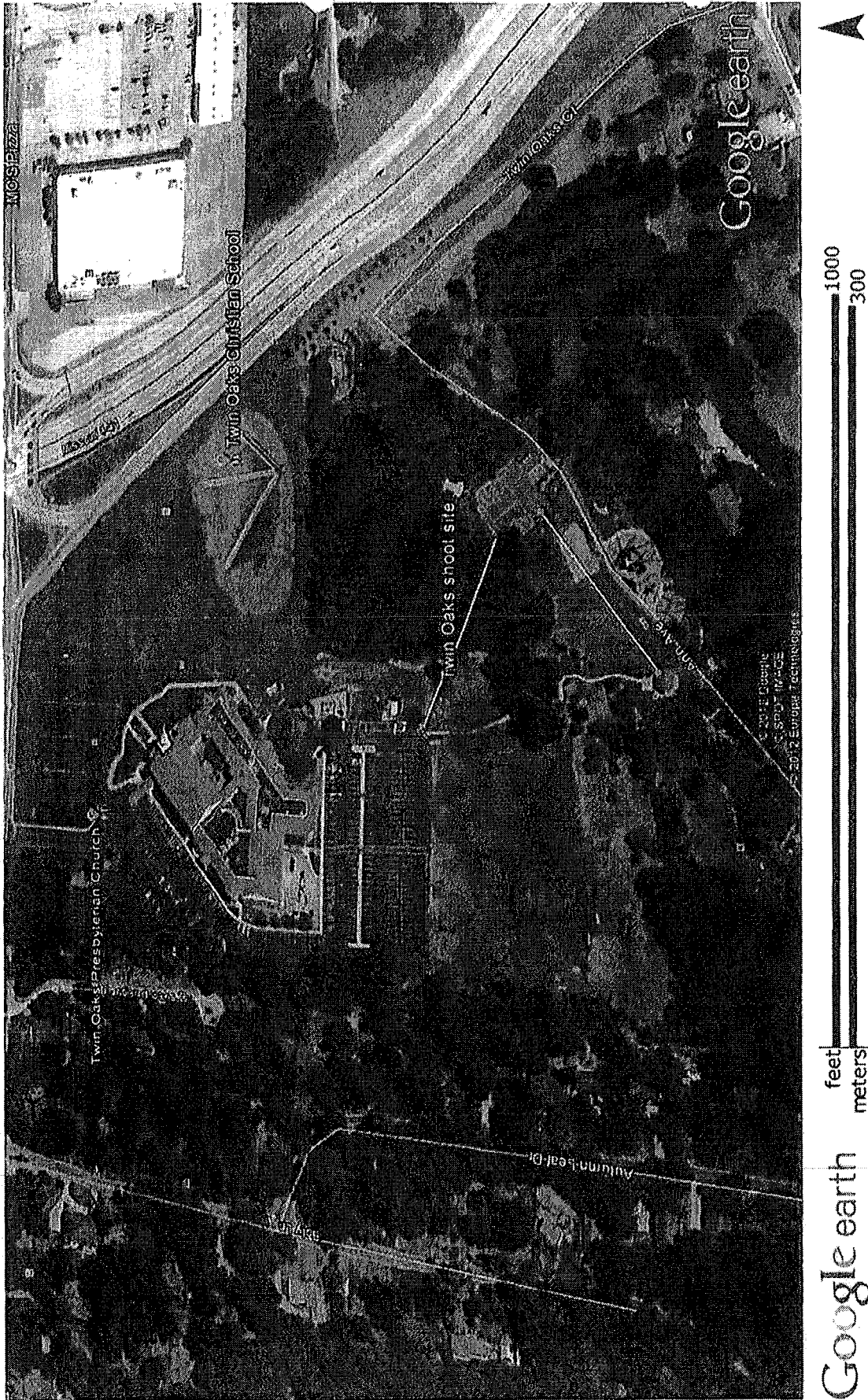
The display operator must be knowledgeable and experienced concerning the safe conduct of firework displays.

Exhibit A

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- _____ During the display, the operator may participate, but safety must be his primary concern.
 - _____ The operator is responsible to ensure that a sufficient number of assistants are on the display crew and that they are properly trained.
 - _____ A member of the display crew must observe if shells or dangerous debris are falling into or toward spectator areas or if crowd control has been lost.
 - _____ Following the display, all dud shells and components must be located and removed. A second search, at first light on the day after the display, is necessary and in some states mandatory.
-

Exhibit A



Attachments

Show Package Shell Listing for \$25,000

Show Package Shell Listing for \$24,500

Sample Insurance Certificate

Safety Plan for Firing Site

Site Plan

Matt Zurmuehlen Fireworks Display Operators License

Matt Zumuehlen Resume

E-Verify Verification Paperwork

USDOT Hazardous Materials Safety Permit to Transport Explosives

USDOT Approval Number – USDOT377461

Missouri State License

ATF License

Comparison to other Vendors



Missouri Division of Fire Safety
Fireworks Unit
P.O. Box 844
Jefferson City, MO 65102

Fireworks Display Operator License



Outdoor Fireworks (NFPA Standard 1123)

Dear Operator

You have been approved as a Fireworks Display Operator by the Missouri State Fire Marshal. Receipt of this license verify's that the holder meets the necessary qualifications as defined in Missouri State Statute 320.126 RSMo., the Code of State Regulation 11 CSR 40-3.010 and NFPA Standard 1123.

For your convenience a wallet size license is also enclosed. When conducting a display one of these documents is required to be carried with you and presented upon request.

If you have any questions please contact this office at (573) 751-2930 or e-mail firesafe@dfs.dps.mo.gov.

	Missouri Department of Public Safety Missouri Division of Fire Safety PO Box 844 * Jefferson City, MO 65102
Licensed Fireworks Display Operator	
Performs duties as a Fireworks Display Operator as authorized by the Missouri State Fire Marshal, 320.126 RSMo, 11 CSR 40-3.010 and NFPA 1123.	
Name: <u>Matt Zuhlen</u>	
License Number: <u>996</u>	
Expires: <u>4/15/2019</u>	
Acting State Fire Marshal: 	

MATTHEW ZURMUEHLEN

Home: 17289 Irish Ridge Road, Burlington, IA 52601

Work: 18064 170th Avenue, Yarmouth, IA 52660-9772
319-394-3890 work 319-572-5027 cell

Date of Birth: August 4, 1976

- J & M Displays trained and certified.
- Licensed in Illinois & Missouri, License #905.
- Department of Transportation certified driver with full HazMat endorsement.
- Shooting professional outdoor shows since 2002.
- Shooting primarily large electronic displays since 2004.
- Fires approximately 5 shows per year.
- Experience in hand and electronic firing; indoor and outdoor displays; proximate pyrotechnics; and special effects.

Shows Fired by Matthew Zurmuehlen:

2012-2013- Village of Twin Oaks, Missouri

2012-2013 – City of O'Fallon, Missouri



Company ID Number: 215610

Information Required for the E-Verify Program**Information relating to your Company:**Company Name: J&M Displays, Inc.Company Facility Address: 18064 170th AvenueYarmouth, IA 52660Company Alternate
Address:County or Parish: DES MOINES

Employer Identification

Number: 4212845North American Industry
Classification SystemsCode: 713

Parent Company: _____

Number of Employees: 1,000 to 2,499

Number of Sites Verified

for: 1

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

- IOWA 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 215610

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

Employer J&M Displays, Inc.

Judy Kelly

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/23/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/23/2009

Date

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

Exhibit A

1200 New Jersey Ave., S.E.
Washington, DC 20590
January 22, 2016

In reply refer to:
USDOT Number: 377461

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

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

Dear JAMES J. OETKEN:

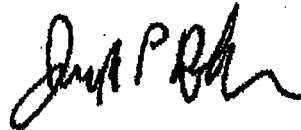
The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

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

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

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

Sincerely,



Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

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



United States Department of Transportation
Federal Motor Carrier Safety Administration

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

FORM MCS-90

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

Dated at 11:00 am on this 18th day of January, 2016

Amending Policy Number: SI8CA00033-161 Effective Date: January 15, 2016

Name of Insurance Company: Everest National Insurance Company

Countersigned by: David A. Davis

(authorized company representative)

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

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

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: (317) 853-7250.

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

DEFINITIONS AS USED IN THIS ENDORSEMENT

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

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

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

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

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

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

(continued on next page)

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

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

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

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

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

SCHEDULE OF LIMITS — PUBLIC LIABILITY

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

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

Exhibit A



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

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

Form Approved:
OMB No.: 2128-0008

Issued to J & M Displays, Inc. of Yarmouth, IA
Dated at Cleveland, OH this 19th day of January, 20 16
Amending Policy No. EXC6028118-01 Effective Date 1/15/2016
Name of Insurance Company Maxum Indemnity Ins. Co.

Countersigned by Randi A. Davis
Authorized Company Representative

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

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

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 216-655-7878.

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

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.
Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.
Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.
Property Damage means damage to or loss of use of tangible property.
Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.
Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).
In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.
It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.
The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.
Form MCS-80 (4/2000)

Exhibit A

SCHEDULE OF LIMITS—PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).....	\$ 750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,600 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

MISSOURI DIVISION OF FIRE SAFETY

2017 FIREWORKS PERMIT

Distributor

COMPANY NUMBER: 3463

FEE: \$775.00

EXPIRATION DATE: 12/31/2017

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

MUST BE DISPLAYED WHEN PURCHASING OR SELLING FIREWORKS IN THE
STATE OF MISSOURI AS DEFINED BY STATE STATUTE 320.126 RSMo, AND CODE
OF STATE REGULATIONS 11 CSR 40-3.010.

Lane J. Roberts

DIRECTOR OF PUBLIC SAFETY

Greg Carrell

ACTING STATE FIRE MARSHAL

LICENSE NOT TRANSFERABLE

Exhibit A

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

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

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

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

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

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date **October 1, 2018**

Name
J & M DISPLAYS INC

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

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

Type of License or Permit

50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

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

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

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

Licensee/Permittee Responsible Person Signature
James J. Oetken

Position/Title

9-1-2016

Printed Name

Date

Previous Edition is Obsolete J & M DISPLAYS INC 18064 170TH AVE YARMOUTH, IA 52660-9772 October 1, 2018 50-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14-5400.15 Part 1
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

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

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

ATF Homepage: www.atf.gov

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

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

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **J & M DISPLAYS INC**

Business Name:

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

License/Permit Type: **50-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2018**

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

