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# **Memorandum .....**

To: City of Cartersville City Council

cc: Matt Santini, Mayor  
Dan Porta, City Manager  
Michael Dickson, Gas System Director

From: Brian Friery, Gas System Assistant Director

Date: April 9, 2024

**RE:** Crew Truck Purchase

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As you may know, the Gas System has been approved to add an additional crew to perform maintenance on the Gas System's distribution system. Part of the equipment outfitting of this maintenance crew is the purchase of a crew truck with a service body. With the delays in the production and allocation of heavy-duty trucks and service bodies today, the Gas System searched area dealerships for in-stock trucks that met the Gas System's specifications required for a crew truck. The Gas System located four (4) new Ford F550 Cab & Chassis trucks that specifically met our specifications. Lee-Smith, Inc. of Chattanooga, Tennessee provided the lowest price and best delivery time of 8-9 weeks for a completed 2024 F550 with a service body in the total delivered price of \$97,370.00. Three (3) other trucks were located meeting our specifications, Speedway Ford of Griffin, Georgia provided a total delivered price of \$98,438.00 for a new 2024 F550 with a delivery time of 20-22 weeks, Peach State Truck Centers of Norcross, Georgia provided the total delivered price for remaining two (2) trucks we located of \$117,140.00 for a new 2022 F550 and \$128,685.70 for a new 2024 F550 each with a delivery time of 1-2 weeks.

With discounts totaling \$1,600.00, the Gas System recommends and seeks Council approval to purchase the 2024 F550, Crew Cab, Cab & Chassis truck with service body from Lee-Smith, Inc. of Chattanooga, Tennessee in the amount of \$97,370.00. This purchase is not a budgeted item and will be paid for from gas revenues.

**INVOICE TO:**

Company City of Cartersville Gas System

Contact Brian Friery

Title Assistant Director

Address P.O. Box 1390

City Cartersville ST GA Zip 30120

Phone 770-387-5642 Fax 770-387-5638

Email: bfriery@cityofcartersville.org

**END USER:**

City of Cartersville Gas System  
 (This name must be on factory warranty and delivery forms.)

Salesperson Ashford

PO # \_\_\_\_\_  NEW  USED

FOB Chattanooga TN.

VIN 1FD0W5HT3RED27952 Year 2024 Make Ford Model F-550 4x4 Mileage 25

SELLING PRICE \$97,370.00

FEDERAL EXCISE TAX \_\_\_\_\_

SUBTOTAL \_\_\_\_\_

EXTENDED SERVICE CONTRACT(S) \_\_\_\_\_

MISC. \_\_\_\_\_

SUBTOTAL \_\_\_\_\_

EXTENDED SERVICE CONTRACTS:

Describe Policy(s)	Policy #

TRADE IN ALLOWANCE \_\_\_\_\_

NET AFTER TRADE IN \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

TRADE VIN \_\_\_\_\_

Mileage \_\_\_\_\_

STATE TAX \_\_\_\_\_

COUNTY TAX \_\_\_\_\_

CITY TAX \_\_\_\_\_

TENNESSEE TIRE TAX \_\_\_\_\_

GEORGIA TAVT \_\_\_\_\_

TITLE AND/OR TAG \_\_\_\_\_

FOR RESALE TAX # \_\_\_\_\_

ICC EXEMPTION MC# \_\_\_\_\_

Lienholder:

**INVOICE TOTAL** \$97,370.00

PAYOFF ON TRADE IN \_\_\_\_\_

**NON REFUNDABLE DEPOSIT** \_\_\_\_\_

FACTORY REBATE TO CUSTOMER \_\_\_\_\_

**TOTAL** \_\_\_\_\_

Payment Terms:  
**NET DUE 5 days after delivery**

delivery of complete unit 8-9 weeks after receipt of purchase order and order placed with body company

NOTES/COMMENTS \_\_\_\_\_

Initials (signature on following page)

ADDITIONAL TERMS

**PURCHASE AGREEMENT**

For good and valuable consideration, Seller hereby sells to Purchaser the vehicle(s) and/or equipment described herein at the prices and upon the terms and conditions stated herein. Purchaser agrees that he is relying on his own skill and judgment in selecting the vehicle and not on any representation by Lee-Smith, Inc. that the vehicle is or is not suitable for any particular application of use.

**NEW AND USED VEHICLES & EQUIPMENT**

Lee-Smith, Inc. sells many brands of new vehicles. Component parts, optional equipment and other additional equipment such as truck bodies, lift gates, 5th wheels, **auxiliary** axles, etc. (herein collectively called "Additional Parts & Equipment") may be sold separately or added to such vehicle. Lee-Smith, Inc. provides no warranty on such vehicles or Additional Parts & Equipment. No oral representation of any salesperson to the contrary shall be binding upon Lee-Smith, Inc. The manufacturer of the vehicle or Additional Parts & Equipment may provide a limited warranty. The manufacturer's warranty for Additional Parts & Equipment may not be identical to the vehicle warranty, even though the Additional Parts & Equipment were sold with or added to the vehicle prior to sale. You should request any applicable written manufacturer's warranties from your salesperson. Lee-Smith, Inc. is not responsible for providing warranty service. **ALL USED VEHICLES AND EQUIPMENT ARE SOLD "AS IS"**. Purchaser may have the opportunity to purchase a warranty or extended warranty from third parties, depending upon the circumstances, **BUT IN NO EVENT DOES LEE-SMITH, INC. PROVIDE ANY WARRANTIES ON ANY NEW OR USED VEHICLES OR ON ANY ADDITIONAL PARTS & EQUIPMENT.**

**FEDERAL, EXCISE & HIGHWAY USE TAXES**

Purchaser understands and agrees that **IF** the vehicle(s) being purchased is new and qualifies as being taxable under the Highway Revenue Act of 1982, the sales prices of the vehicle includes a 12% Federal Excise Tax computed per Internal Revenue Service Regulations. Purchaser also understands that if the addition of any parts or accessories and the installation thereof within 6 months of the date of delivery exceed an aggregate price of \$1000.00 within the 6 month period, Purchaser is responsible for paying the 12% Federal Excise and filing the same with the Internal Revenue Service on the total aggregate prices of all the parts and accessories added as well as the cost of the installation. Purchaser understand and agrees that Lee-Smith, Inc. has no knowledge of and therefore expresses no opinion as to whether the Federal Highway Use Tax has been paid on the vehicle(s) for the current year and/or any preceding years. Purchaser agrees to indemnify and hold harmless Lee-Smith, Inc. from any liability, costs and damages, including attorney's fees pertaining to any such Federal Excise taxes or Federal Highway Use taxes.

**LIMITATION OF LIABILITY**

**LEE-SMITH, INC. MAKES NO WARRANTIES WHATSOEVER ON ANY NEW OR USED VEHICLES OR ADDITIONAL PARTS & EQUIPMENT. LEE-SMITH, INC. HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Under no circumstances, and in no event, will Lee-Smith, Inc. be liable for personal injury or property damages or any other loss, damage, cost of repairs, economic loss (such as lost profits or "down time") or incidental, punitive, special or consequential damages of any kind, whether based upon warranty, contract, strict liability, negligence, or any other cause of action arising in connection with the new or used vehicle or the Additional Parts & Equipment.

**LIENS ON TRADE-INS**

If a trade-in is noted on Page 1 of this Agreement, Purchaser hereby makes delivery and passes title of any trade-in vehicle or equipment to Lee-Smith, Inc. Purchaser represents that any such trade-in is free of all liens and encumbrances except as stated herein. Lee-Smith, Inc. is authorized to pay off the lien holder shown. The amount reflected as payoff of lines or indebtedness on trades is based on information given to Lee-Smith, Inc. by the Purchaser. The actual amount due to lien holders, if different, is totally the responsibility of the Purchaser. Purchaser agrees that if the amount of the actual pay off is different, then Lee-Smith, Inc. may pay the lienholder such actual amount and adjust the trade-in credit and the amount due from Purchaser shown on Page 1 of this Agreement, accordingly. Customer shall immediately pay Lee-Smith, Inc. any shortage resulting from a difference between the actual payoff and the amount stated in this Agreement, if not paid at the time of sale.

**PAYMENT TERMS**

Terms are cash on delivery, unless otherwise specified on Page 1 of this Agreement. Interest on late payment accrues from the date payment is due at the rate of 1.5 percent per month (18% per annum) or such lower rate that is then the maximum rate allowed by law. Lee-Smith, Inc. may assist the Purchaser in seeking financing, or Purchaser may obtain financing from other sources. The failure of Purchaser to secure financing shall not relieve Purchaser's obligation hereunder. If any credit is being extended as part of this sale by Lee-Smith, Inc., the Credit Terms and Conditions attached to and made a part of this Agreement shall apply.

**LEGAL**

This Agreement represents the entire Agreement between the parties. If Purchaser fails to abide by the terms of this Agreement, Purchaser agrees to pay all costs of collection, interest (as stated above), court costs and reasonable attorneys' fees of Lee-Smith, Inc. including without limitation any attorneys' fees incurred in the enforcement of this Agreement. The remedies of Lee-Smith in case of a default include any one or more of the following: (1) enforcing this Agreement for the full amount due hereunder, (2) repossessing (if no longer in the possession of Lee-Smith, Inc.) the vehicle and/or all of the Additional Parts & Equipment; (3) reselling the vehicle and/or all of the Additional Parts & Equipment; (4) collecting the deficiency from Purchaser for any difference between the purchase price stated in this Agreement and the net amount collected upon any resale, after deducting all selling expenses, interest, and reasonable attorneys' fees; and (5) all other remedies that may be available to Lee-Smith, Inc. under this Agreement, at law or in equity. All remedies are cumulative. Purchaser further agrees to pay reasonable attorneys' fees if Lee-Smith, Inc. engages legal counsel to negotiate, interpret, advise, defend, or otherwise represent it in connection with any dispute arising under this Agreement. This Agreement is entered into in Hamilton County, Tennessee, and shall be governed by Tennessee law without regard to its conflict of laws provisions. Purchaser agrees that jurisdiction and venue for any legal action arising out of or related to this Agreement, or the property purchased hereunder shall solely be in the federal or state courts located in Hamilton County, Tennessee. To the extent this Agreement is in conflict with any previous agreement between parties, this Agreement shall prevail. All uses of masculine, feminine and neuter pronouns in this agreement shall be deemed to include and refer to the appropriate gender of the party so referenced.

**ACCEPTANCE**

Purchaser agrees that (1) he has inspected the vehicle(s) and the Additional Parts & Equipment (if applicable), found them to be in good working order and hereby accepts same; (2) he has read, understands and agrees to the terms of any applicable manufacturer's warranty and any third party warranty acquired by Purchaser in connection with the purchase contemplated by this Agreement and that sales person(s) of Lee-Smith, Inc. are not authorized to orally alter the terms of such warranties or offer any warranties on behalf of Lee-Smith, Inc.; (3) he has received a copy of this Agreement and any third party warranty agreement; and (4) that he will receive a properly executed title or certificate of origin for the vehicle being purchased when the purchase price of it has been paid in full in immediately available funds.

**SURCHARGES**

Prices quoted are estimates and subject to change. Prices may be altered at any time due to government mandates and associated costs, any changes to specifications, destination charge increases, surcharges (including but not limited to fuel, steel, other raw materials), vendor price increases and availability, model discontinuation, or changes to extended service contracts pricing. After placing the order, you will be informed of any additional fees or surcharges that affect your order and on those occasions you will be given an opportunity to cancel at no charge to you. An order cancellation at any other time will result in a fee of \$5000 per unit. Cancellations will not be accepted after the 61st day prior to the estimated build date.

Purchaser

Date

**Prepared for: Brian Friery**

Director, Cartersville Gas Dept

Prepared by: Andy Ashford

04/04/2024

Lee-Smith, Inc. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156

**2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)**

Price Level: 425 | Quote ID: cartersvil

**As Configured Vehicle**

Code	Description	MSRP
<b>Base Vehicle</b>		
W5H	Base Vehicle Price (W5H)	\$60,370.00
<b>Packages</b>		
660A	<b>Order Code 660A</b> <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
<b>Powertrain</b>		
99T	<b>Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20</b> <i>Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i>  <i>Includes:</i> - Dual 68 AH/65 AGM Battery	\$9,995.00
44G	<b>Transmission: TorqShift 10-Speed Automatic</b> <i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.</i>	Included
X4L	<b>Limited Slip w/4.30 Axle Ratio</b>	\$395.00
68M	<b>GVWR: 19,500 lb Payload Plus Upgrade Package</b> <i>Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00
<b>Wheels &amp; Tires</b>		
TGM	<b>Tires: 225/70Rx19.5G BSW Traction</b> <i>Includes 4 traction tires on the rear and 2 A/P tires on the front.</i>	\$190.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Brian Friery**

Director, Cartersville Gas Dept

Prepared by: Andy Ashford

04/04/2024

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**2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)**

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**As Configured Vehicle (cont'd)**

Code	Description	MSRP
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
512	Spare Tire & Wheel Required in Rhode Island. <i>Excludes carrier.</i>  <i>Includes:</i> - 6-Ton Hydraulic Jack	\$350.00

**Seats & Seat Trim**

A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included
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**Other Options**

PAINT	Monotone Paint Application	STD
203WB	203" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i>  <i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>	Included
96V	XL Chrome Package <i>Includes:</i> - Chrome Front Bumper - Bright Grille - Power Sliding Rear Glass - Rear Window Defroster - Remote Start - Halogen Fog Lamps	\$225.00
535	High Capacity Trailer Tow Package <i>Includes trailer brake wiring kit. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.</i>	\$580.00
41H	Engine Block Heater	\$190.00
41P	Transfer Case Skid Plates	\$100.00
61J	6-Ton Hydraulic Jack	Included

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**Prepared for: Brian Friery**

Director, Cartersville Gas Dept

Prepared by: Andy Ashford

04/04/2024

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**2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)**

Price Level: 425 | Quote ID: cartersvil

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
86M	Dual 68 AH/65 AGM Battery	Included
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$115.00
18B	Platform Running Boards	\$445.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00
43C	110V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00

**Fleet Options**

WARANT

Fleet Customer Powertrain Limited  
Warranty

N/C

Requires valid FIN code.

*Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*

**Emissions**

425

50-State Emissions System

STD

**Exterior Color**

Z1\_01

Oxford White

N/C

**Interior Color**

AS\_03

Medium Dark Slate w/HD Vinyl  
40/20/40 Split Bench Seat

N/C

SUBTOTAL	\$74,700.00
Destination Charge	\$1,995.00
<b>TOTAL</b>	<b>\$76,695.00</b>

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**Prepared for: Brian Friery**

Director, Cartersville Gas Dept

Prepared by: Andy Ashford

04/04/2024



Lee-Smith, Inc. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156

**2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)**

Price Level: 425 | Quote ID: cartersvil

## Pricing Summary - Single Vehicle

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$60,370.00
Options	\$14,330.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
<b>Subtotal</b>	<b>\$76,695.00</b>

*Pre-Tax Adjustments*

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
DOT Inspection	DOT inspection & PDI	\$485.00
SAFETY EQUIP	Triangle kit and Fire extinguisher	\$295.00
Lot	Lot charge	\$500.00
22892R	Govt Fleet Concession Management	-\$600.00
LSI discount	Lee-Smith Preferred Customer Discount	-\$1,000.00
CM Body	CM body w/ flip top & master locks	\$20,945.00
Fuel	fuel for delivery	\$50.00
<b>Total</b>		<b>\$97,370.00</b>

Customer Signature

Acceptance Date

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1710 N Expressway ~ Griffin, GA 30223  
 Phone: 678-972-1308  
[driggins@speedwayford.com](mailto:driggins@speedwayford.com)

Contact: <u>Brian Fiery</u>		Company: <u>City of Cartersville Gas Company</u>	
Address: _____			
City: <u>Cartersville</u>		State: <u>GA</u>	Zip: <u>30120</u>
Phone: <u>770-387-5642</u>	Fax: _____	E-Mail: <a href="mailto:bfriery@cityofcartersville.org">bfriery@cityofcartersville.org</a>	
Stock #: <u>24F147</u>	Year: <u>2024</u>	Make: <u>Ford</u>	Model: <u>F550 4 X 4</u>
VIN: <u>1FD0W5HT4RED</u>		Cab: <u>Crew</u>	Mileage: <u>0</u>

**Specifications:**

<b>Added Equipment:</b>			
	U132 flip top body	Price Before Added Equipment	
0			\$21,350.00
0			\$0.00
0			\$0.00

<p style="color: red; text-align: center;"><b>Must be titled in Company Name.</b></p> <p>Quotes are not binding until accepted by management. Some incentives must be qualified for and are zip code restrictive. Always ask for most current pricing. Prices and incentives are subject to change without notice &amp; without incurring obligation. Vehicles ordered will be placed with best priority possible for quick build but we are NOT responsible for delays as we do NOT control production.</p>			
	<b>Total Before Taxes &amp; Fees</b>		<b>\$98,328.00</b>
	Trade Allowance(s)		\$0.00
	Administrative Fee		\$0.00
	Estimated TAVT		\$0.00
	Title-Tag/GWRA/Digital Enroll Fee		\$110.00
	Trade Pay Off		\$0.00
	Sub Total		\$98,438.00
Cash Down		\$0.00	
<b>Balance</b>		<b>\$98,438.00</b>	

Plan	Years	Miles	Deductible	Price
0	0	0	\$0	\$0.00



Ask us for full details on ESP coverages

**NOTES:**

\_\_\_\_\_

Quote Prepared by: Darrell Riggins

Date: 3/28/2024

Quote Accepted By: \_\_\_\_\_

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







6535 Crescent Drive  
Norcross, GA. 30071

## **“F-550 Crew Cab W/Service Bed Body”**

**April 2, 2024**

The price of the **2022 Ford F-550 Crew Cab Gas with a 11' Stahl Service Body** is **\$117,140.00**. This price includes the chassis, body and delivery to City of Cartersville, GA.

### **Chassis Specs:**

2022 Ford F-550 - 4x4  
Crew Cab  
Oxford White  
19,500LB GVW – Payload Plus Package Upgrade  
203” Wheelbase  
40/20/40 – Vinyl Seats  
Power Windows & Locks  
6.7L – Diesel Engine  
10-Speed Automatic Transmission  
Power Take-Off Provision  
4.88/Limited Slip – Axle Ratio  
Trailer Brake Controller

### **Body Specs:**

Stahl CST134VVDT Service Body - 11' Bed  
Flip Tops Over Body Compartments  
LED Surface Mount Light  
Powder Coat Body & Bumper  
Recessed Embossed Bumper – 95”  
Single Point “T” Handle Latches

### **Optional Chassis:**

If you would like to go with the **2024 Ford F-550 Crew Cab** chassis instead of the 2022 please add **\$11,545.70** to the price above.

Sincerely,

Joshua Little  
Peach State Truck Center – Norcross, GA.