



**CARTERSVILLE
CITY COUNCIL MEETING**
Council Chambers, Third Floor of City Hall
Thursday, September 15, 2022 at 7:00 PM

AGENDA

COUNCILPERSONS:

Matt Santini – Mayor
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Taff Wren

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

1. September 1, 2022

PUBLIC HEARING - 2ND READING OF ZONING/ANNEXATION REQUESTS

2. Z22-02. Rezone 1.145 acres from R-15 to M-U. Applicant: Jenny Smith.

PUBLIC HEARING - 1ST READING OF ZONING/ANNEXATION REQUESTS

3. Z22-03. Carter Grove Blvd. Applicant: The Wasserman Group, LLC

4. Z22-04. Bates Rd. Applicant: Highlands Park of GA, LLC.

FIRST READING OF ORDINANCES

5. T22-02. Mt. Zion Mission Baptist Church Sign Amendment

6. T22-03. Tilley Holdings LLC. Electronic Billboard Amendment

CONTRACTS/AGREEMENTS

- [7.](#) Transfer of Land for Station 5

RESOLUTIONS

- [8.](#) Actual Cost Utility Agreement with GDOT

BID AWARD/PURCHASES

- [9.](#) Mimecast Renewal
- [10.](#) 45' Bucket Truck Replacement
- [11.](#) Oak Street Sewer Additional Work
- [12.](#) Oak Street Repaving
- [13.](#) Fifth Payment - 50 Tasers (Axon) model #X26P
- [14.](#) Utility Associates Inc. Replacement Camera System
- [15.](#) Programming & Concept Design (Electric Department)

MONTHLY FINANCIAL STATEMENT

- [16.](#) July 2022 Financial Report

ADJOURNMENT

Persons with disabilities needing assistance to participate in any of these proceedings should contact the human resources office, ADA coordinator, 48 hours in advance of the meeting at 770-387-5616.

P.O Box 1390 – 10 N. Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Council Meeting Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	September 1, 2022
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from September 1, 2022 are uploaded for your review and approval.
LEGAL:	NA

City Council Meeting
10 N. Public Square
September 1, 2022
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:03 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Roth made a motion to enter into Executive Session for the purposes of Litigation, Personnel, and Property. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 4-0

Mayor Santini closed Work Session at 6:55 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:00 P.M.

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Stepp.

The City Council met in Regular Session with Matthew Santini, Mayor presiding, and the following present: Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Taff Wren, Council Member Ward Six; Dan Porta, City Manager; Julia Drake, City Clerk; and David Archer, City Attorney.

Absent: Kari Hodge, Council Member Ward One

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. August 18, 2022 Council Meeting Minutes

Council Member Fox made a motion to approve the August 18, 2022 Meeting Minutes. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

PUBLIC HEARING – 1st Reading of Zoning/Annexation Request

2. Z22-02 Rezone 1.145 acres from R-15 to M-U Applicant: Jenny Smith

Randy Mannino, Planning and Development Director, stated the applicant is looking to Rezone 1.145 acres from R-15 to M-U to allow an existing structure be used as an office rental space. Planning Commission recommended approval with conditions of the application, 6-0.

The conditions are:

- Land uses are limited to single family residential, office or retail.
- Future redevelopment of the site is limited to a single structure not to exceed the approximate area and height of the existing structure.
- The rezoning is conditioned to the proposed floor plan, scope of work and associated cost estimate for 7 Smith Rd. included with the zoning application.

Public hearing was opened. With no one to come forward to speak for or against the rezoning, the public hearing was closed.

This was a first reading and will be voted on at the September 15, 2022 City Council Meeting.



BID AWARD/PURCHASES

3. High Pressure Zone Improvements Engineering

Ed Mullinax, Water Department Assistant Director, stated the City water system high pressure zone consists of the 3 million gallon storage tank and booster pump station on Center Road, the obsolete booster pump station behind the Kohl’s shopping center, and the piping system between East Main Street and Zena Drive, east of Joe Frank Harris Parkway.

The entire system is currently only a one-way feed from the Center Road pump station, with no looping or redundancy.

Under a separate design and construction contract, we are in the process of upgrading the Kohl’s pump station to improve redundancy and reliability.

This project is needed to increase system reliability, improve water quality, and increase supply capacity to this rapidly growing demand portion of the system; which includes a major purchase point for the Bartow County Water System.

The project will add 3,150 feet of 16-inch water line, 2,150 feet of 12-inch and 8-inch water line and valves, and connect numerous dead-end lines. This will create a completely looped system with multiple feed points.

Prime Engineering Inc. has submitted a proposal of \$283,350.00 for design, bidding, and construction management of this project. This is a budgeted project to be paid from account #505.3320.54.3408, Water Capacity Fees, and was recommended for approval.

Council Member Fox made a motion to approve the High Pressure Zone Improvements Engineering. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Council Member Roth made a motion to add four (4) items to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

4. Office 365 Upgrade

Steven Grier, FiberCom Director, stated the FiberCom Department requests the purchase of an upgrade to our current Microsoft Office 365 licenses for all city end users. This license upgrade includes several security products that will save operating expenses for cyber security future budgets. The total amount is \$43,232.10 from CDWG. This is not a budgeted item, but funds are available, and was recommended for approval.

Council Member Cooley made a motion to approve the Office 365 Upgrade. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

5. Stormwater Acquisition/Relocation Services Fee Proposal

Dan Porta, City Manager, stated our civil consultants need to move forward with the stormwater design improvements for one of our stormwater projects. Property acquisition and relocation services will be needed to complete the design. THC has provided a proposal to perform the needed services for acquisition of property and relocation services for one of these projects. THC proposes to provide their services for \$23,600.

Council Member Fox made a motion to approve the Stormwater Acquisition/Relocation Services Fee Proposal. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

ADDED ITEMS

6. Natural Gas Main Extension

Michael Dickson, Gas Department Director, stated that during the construction of this project, solid rock was encountered and was excavated in a quantity exceeding the estimated quantity of the contract bid. Our contractor excavated solid rock in the amount of 145 cubic yards, which exceeded the estimated contract amount of 95 cubic yards at a unit price of

\$175.00 for a total cost of \$16,625.00. Since no temporary grassing was used for this project at a total price bid of \$3,000.00, the completed project cost totals \$207,725.00.

It was requested for Council to approval the additional \$13,625.00 above and beyond the original price bid for the completion of this project.

Council Member Fox made a motion to approve the Natural Gas Main Extension. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

7. 640 N. Tennessee St – Commercial Lease Agreement

Mr. Porta stated this lease agreement with TAM Properties is to expire on October 1, 2022. This agreement will extend the lease to January 31, 2023.

Council Member Fox made a motion to approve the Commercial Lease Agreement Extension. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

8. Airport Grant

Freddy Morgan, Assistant City Manager, stated the request is to approve the filing of an Airport Grant. This will be a Bartow County match.

Council Member Roth made a motion to approve the Airport Grant. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

9. Settlement Agreement

David Archer, City Attorney, stated a settlement had been reached with a previous employee of the City, April Tolbert. It was recommended for approval by Mayor and Council.

Council Member Stepp made a motion to approve the Settlement Agreement. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

ADJOURNMENT

With no other business to discuss, Council Member Stepp made a motion to adjourn.

Meeting Adjourned at 7:12 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Public Hearing – 2nd Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z22-02. Rezone 1.145 acres from R-15 to M-U. Applicant: Jenny Smith.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Rezone 1.145 acres from R-15 to M-U to allow an existing structure be used an office rental space.</p> <p>Planning Commission recommends <u>approval with conditions</u> of the application, 6-0. The conditions are:</p> <ul style="list-style-type: none">• Land uses are limited to single family residential, office or retail.• Future redevelopment of the site is limited to a single structure not to exceed the approximate area and height of the existing structure.• The rezoning is conditioned to the proposed floor plan, scope of work and associated cost estimate for 7 Smith Rd. included with the zoning application.
LEGAL:	N/A

ZONING SYNOPSIS (Revised)

Information in the original synopsis has been stricken and/ or revised where appropriate.

Petition Number(s): Z22-02

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Jenny Smith

Representative: Same

Property Owner: Jenny Smith

Property Location: ~~6 Smith Rd.~~ 7 Smith Rd

Access to the Property: N. Tennessee St.

Site Characteristics:

Tract Size: Acres: ~~5.53~~ 1.145 District: 4th Section: 3rd LL(S): 194

Ward: 1 Council Member: Kari Hodge

LAND USE INFORMATION (Revised)

Current Zoning: ~~R-7 &~~ R-15 (Single Family Residential)

Proposed Zoning: M-U (Multiple Use)

Proposed Use: Primary use to remain residential. Subdivide and use one structure as an office/retail space.

Current Zoning of Adjacent Property:

North: ~~M-U and~~ R-15

South: ~~R-15 and~~ O-C (Office Commercial)

East: ~~R-7 and~~ R-15

West: ~~O-C and P-S (Professional Services)~~

The Future Development Plan designates the subject property as: Tennessee Street Corridor and Transitional Use.

The Future Land Use Map designates the subject property as: Commercial Mixed-Use and Low/Medium Density Residential

ZONING ANALYSIS

Project Summary:

Revision: At Planning Commissions’ request at the July 12th meeting, the applicant has reduced the zoning request to 1.145 acres to include only the lot that requires a change in land use, known as 7 Smith Rd. A plat that was recorded in 2020 demonstrates that the lot has been subdivided. The tax records have not been updated.

All zoning development requirements including setbacks and street frontage distances for the subdivided lot have been met.

The revised request is to rezone the 1.145 acre tract from R-15 to M-U.

The applicant is requesting the rezoning of property located at ~~6 Smith Rd.~~ **7 Smith Rd** from ~~R-7 and~~ R-15 (Single Family Residential) to M-U (Multiple-Use) in order to provide a professional office space. ~~There are two residential structures on site identified as 6 and 7 Smith Rd. The structure at 6 Smith Rd will continue to serve as a residence.~~ The structure at 7 Smith Rd will be renovated and converted to a professional office space. A floor plan, scope of work and cost estimate are included with the application.

Smith Rd. is a private street on an access and utility easement providing access to the property from Tennessee St.

~~The professional office lot will likely need to be subdivided from the residential lot per zoning ordinance requirements. (Sec. 4.3). Variances could be needed for the subdivision.~~

~~**Sec. 4.3. Every use must be upon a lot.**~~

~~No building or structure may be erected or use established unless upon a lot as defined by this chapter unless otherwise noted.~~

City Department Comments

Electric: The Electric System takes no exception to this rezoning case #Z22-02. Any requested upgrades to the electrical service can be address with the contractor during construction. If a meter base location change is desired, we would need to determine the new location ASAP.

Fibercom: Takes no exception.

Fire: CFD takes no exceptions to the rezoning request for 6 Smith Rd. to MU zoning provided all city adopted codes and ordinances are followed.

Gas: Takes no exception.

Public Works: No comments for rezoning purposes. However, they may have some issues when they have to permit it in regards to access.

Water and Sewer: See attachment dated 6-2-22

Public Comments:

6/22: Michael Willerson. Adjacent property owner at 216 Wildwood Dr. General Inquiry. Concerns about future development. Invited to attend meeting.

6/24: Jessica Withrow with the law office of Ms. Leslie Simmons requested a copy of the zoning application. It was forwarded via email. Ms. Simmons is the adjacent property owner at 1103 N. Tennessee St.

STANDARDS FOR EXERCISE OF ZONING POWERS.

- 1. *The existing land uses and zoning of nearby property.*
~~Due to the unusual shape of the subject property, the~~ **The property abuts other properties ranging from residential to office/ commercial. to commercial. The office/ commercial properties and uses front Tennessee St. Any new office use on the subject property may require planted buffers adjacent to residential properties or uses. A natural buffer currently exists along the east property line.**
- 2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the zoned purposes.
- 3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The public gain would be minimal. Rezoning provides land use options for the owner.
- 4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
- 5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The zoning proposal would permit a use that is suitable in view of the use of the adjacent office/commercial use properties as long as the proposed use does not generate a burdensome number of vehicular trips or increase the residential unit density.

- 6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*
The zoning proposal should not have an adverse effect on adjacent property owners or property use. The narrow access easement for Smith Rd may complicate access to an office use if a high traffic count is generated by the office use.

- 7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*
The zoning proposal does conform to the Future Development Map and Future Land Use Map.

- 8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*
Development resulting from an approved zoning proposal would be required to meet all local, state, and federal environmental and development regulations. A subdivision plat and site plan approval may be required for an office and/ or retail use.

- 9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposed use should not burden existing streets, transportation facilities or, utilities.

- 10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*
There are no known conditions.

STAFF RECOMMENDATION:

Staff does not oppose the rezoning. The following zoning conditions should be considered:

- Land uses ~~should be~~ **are** limited to single family residential, office or retail.
- **Future redevelopment of the site ~~should be~~ is limited to a single structure not to exceed the approximate area and height of the existing structure. ~~Office and/ or~~**

~~retail uses should be limited to 7 Smith Rd or a new building not to exceed the area or height of the existing structure building at 7 Smith Rd.~~

- The rezoning may be conditioned to the proposed floor plan, scope of work and associated cost estimate for 7 Smith Rd. included with the application.

Date: June 2, 2022

WATER DEPARTMENT ANNEXATION/ZONING REVIEW COMMENTS

Zoning Petition Number: Z22-02 Applicant: Jenny Smith

Location: 6 Smith Road

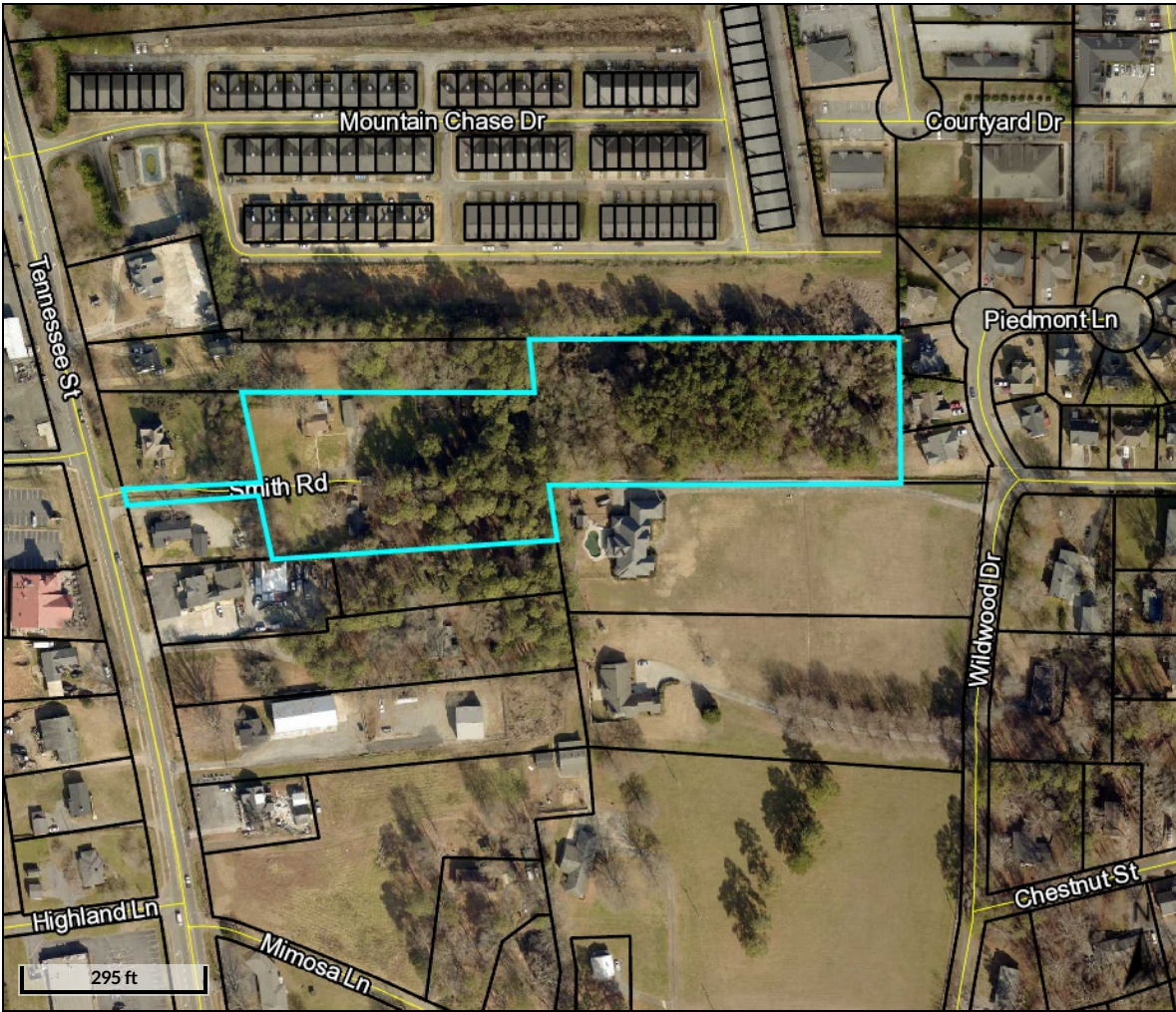
Acreage: 5.53

WATER SERVICE COMMENTS:

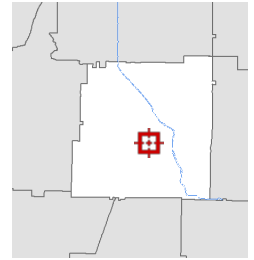
This property is located in the City of Cartersville Water Department's water service area. Any additional meters for service to any new structures on the site will require a water line extension. If existing builds are to be subdivided, any new units created will require a separate water meter. The Owner/Developer will be responsible for all costs for water system improvements and water line extensions necessary to serve the proposed development.

SEWER SERVICE COMMENTS:

This property is located in the City of Cartersville Water Department's sewer service area. Currently sewer service to the lot does not exist. If the owner desires sewer service they will be responsible for determining if gravity sewer can be extended to the site from the nearest sewer. Gravity sewer service may not be available. The Owner/Developer will be responsible for all costs for extending sewer to the site if it is desired. They will also be responsible for obtaining any necessary easements.



Overview



Legend

- Parcels
- Roads
- Cartersville Overlay Districts**
- Business Park Overlay District
- Cherokee-Cassville Historic District
- DBD Historic District
- Granger Hill Historic District
- Main Street Overlay District
- Olde Town Historic District
- West End Historic District

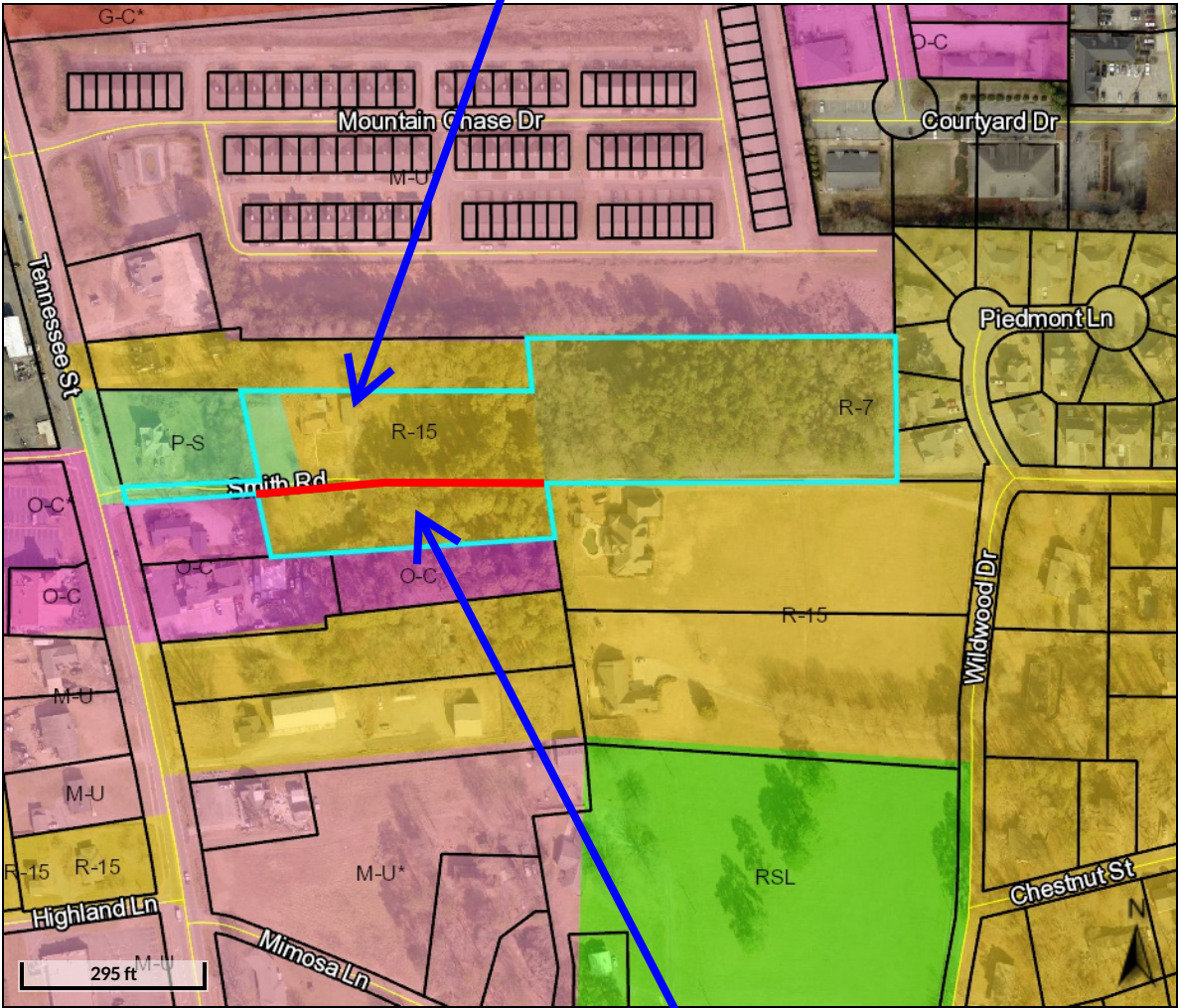
Parcel ID	C029-0011-002	Alternate ID	35588	Owner Address	SMITH WEBB ALEXANDER
Sec/Twp/Rng	n/a	Class	Residential		6 SMITH RD
Property Address	6 SMITH RD	Acreage	5.47		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL194,239 LD4				

(Note: Not to be used on legal documents)

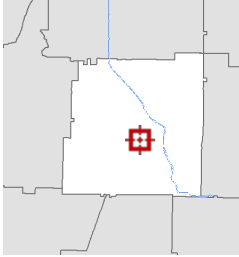
Date created: 5/25/2022
Last Data Uploaded: 5/24/2022 9:38:30 PM

Developed by Schneider GEOSPATIAL

6 Smith Rd.



Overview



7 Smith Rd

Application for Rezoning

City of Cartersville


Case No. Meeting: September 15, 2022 Item 2.

Date Received: 5-13-2022

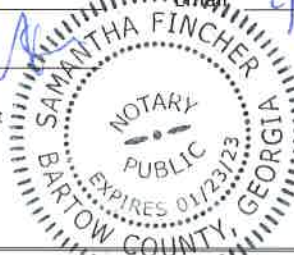
Public Hearing Dates:

Planning Commission 7-12-2022 5:30pm 1st City Council 7-21-2022 7:00pm 2nd City Council 8-4-2022 7:00pm

Applicant Jenny Smith Office Phone _____
 (printed name)
 Address 6 Smith Rd. Mobile/ Other Phone 770-402-7984
 City Cartersville State GA Zip 30120 Email genericjenny@gmail.com
 Phone (Rep) _____
 Representative's printed name (if other than applicant) _____
 Email (Rep) _____
 Representative Signature _____ Applicant Signature Jenny Smith
 Signed, sealed and delivered in presence of: _____ My commission expires: 1/23/23
Stinner Notary Public



* Titleholder Jenny Smith Phone 770-402-7984
 (titleholder's printed name)
 Address 6 Smith Rd. Email genericjenny@gmail.com
 Signature Jenny Smith
 Signed, sealed, delivered in presence of: _____ My commission expires: 1/23/23
Stinner Notary Public



Present Zoning District R15 + R7 Requested Zoning MU
 Acreage 5.53 Land Lot(s) 194 District(s) 4 Section(s) 3
 Location of Property: Intersection of Smith Rd. + Tennessee St.
 (street address, nearest intersections, etc.)
 Reason for Rezoning Request: We have such a convenient location - we'd love to offer a small house on our property
 (attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

following disclosures:

Date of Application: 5/20/22

Date Two Years Prior to Application: 5/20/20

Date Five Years Prior to Application: 5/20/17

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

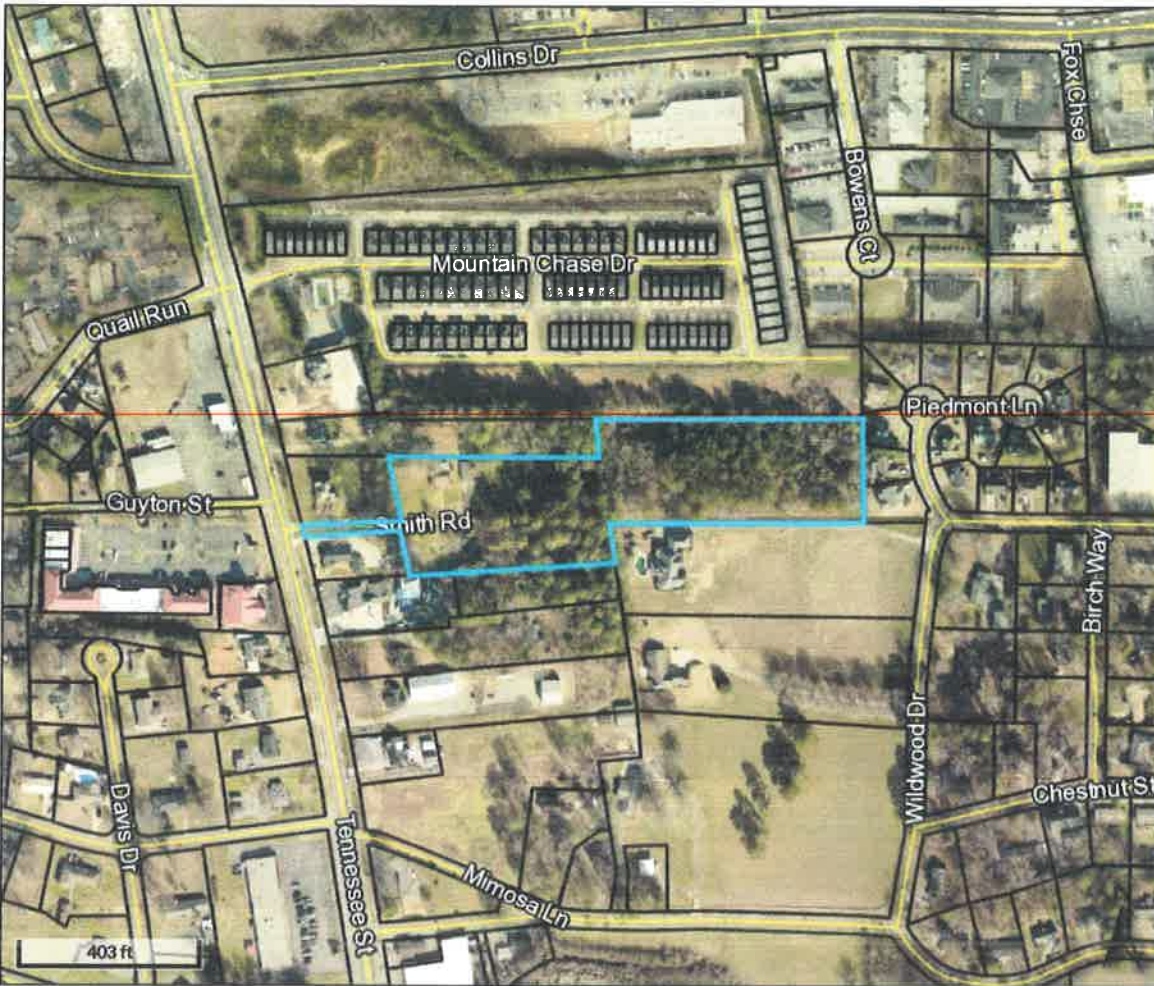
	YES	NO
Mayor: Matt Santini	_____	<u>X</u>
Council Member:		
Ward 1- Kari Hodge	_____	<u>X</u>
Ward 2- Jayce Stepp	_____	<u>X</u>
Ward 3- Cary Roth	_____	<u>X</u>
Ward 4- Calvin Cooley	_____	<u>X</u>
Ward 5- Gary Fox	_____	<u>X</u>
Ward 6- Taff Wren	_____	<u>X</u>
Planning Commission		
Greg Culverhouse	_____	<u>X</u>
Harrison Dean	_____	<u>X</u>
Lamar Pendley	_____	<u>X</u>
Open		
Travis Popham	_____	<u>X</u>
Jeffery Ross	_____	<u>X</u>
Stephen Smith	_____	<u>X</u>

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

NA

Jenny Smith 5/20/22
Signature Date

Jenny Smith
Print Name



Legend
 □ Parcels
 — Roads

Parcel ID	C029-0011-002	Alternate ID	35588	Owner Address	SMITH WEBB ALEXANDER
Sec/Twp/Rng	n/a	Class	Residential		6 SMITH RD
Property Address	6 SMITH RD	Acreage	5.47		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL194,239 LD4				

(Note: Not to be used on legal documents)

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Developed by Schneider
 GEOSPATIAL



Legend
 □ Parcels
 — Roads

Parcel ID	C029-0011-002	Alternate ID	35588	Owner Address	SMITH WEBB ALEXANDER
Sec/Twp/Rng	n/a	Class	Residential		6 SMITH RD
Property Address	6 SMITH RD	Acreage	5.47		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL194,239 LD4				

(Note: Not to be used on legal documents)

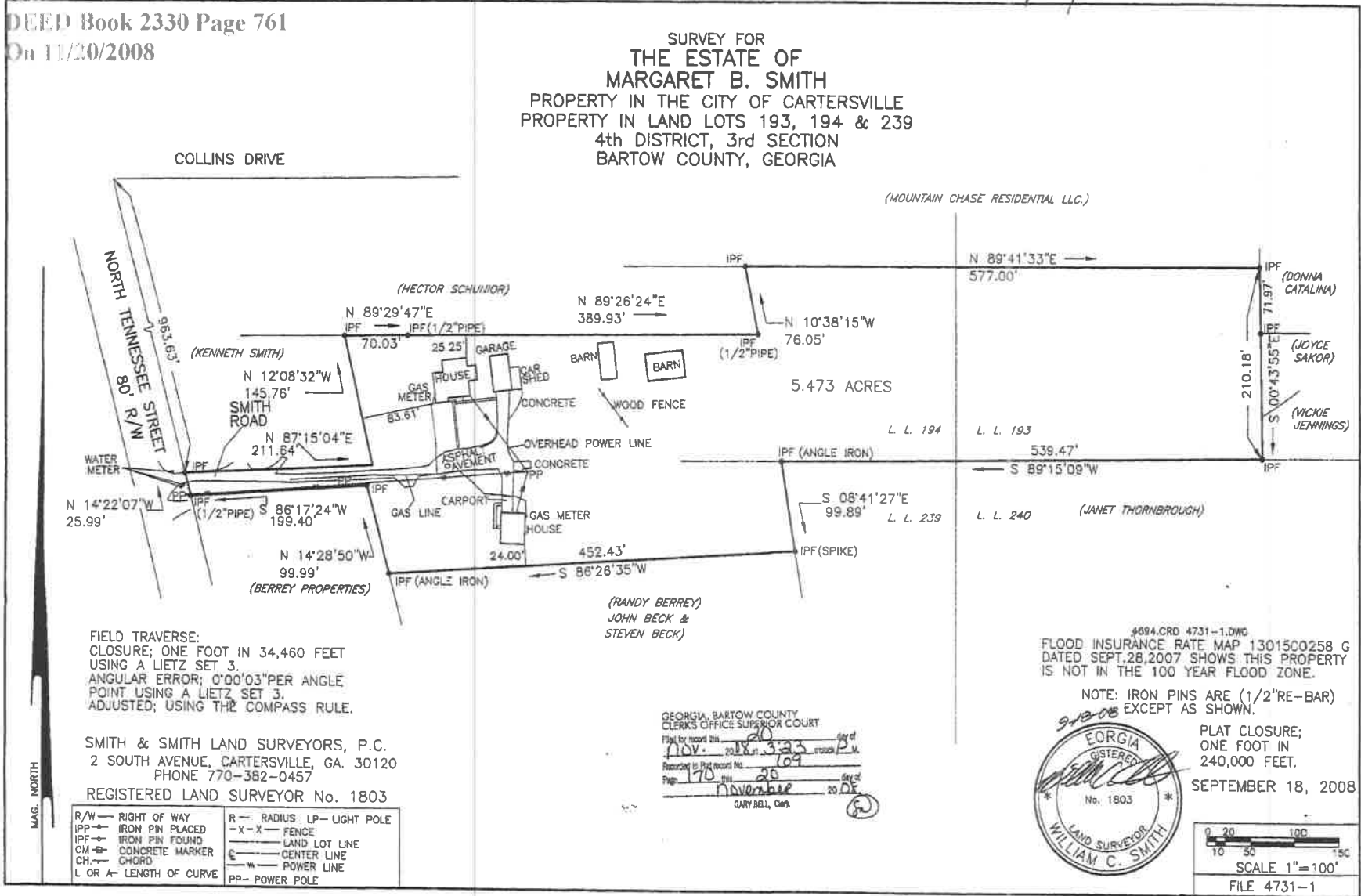
Date created: 5/16/2022
 Last Data Uploaded: 5/13/2022 9:52:46 PM

Developed by  Schneider
 GEOSPATIAL

Property #1 **PLAT BOOK 69 PAGE 170**

DEED Book 2330 Page 761
On 11/20/2008

SURVEY FOR
THE ESTATE OF
MARGARET B. SMITH
PROPERTY IN THE CITY OF CARTERSVILLE
PROPERTY IN LAND LOTS 193, 194 & 239
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA



BK:2020 PG:332-332

P2020000303

FILED IN OFFICE
CLERK OF COURT
11/10/2020 04:19 PM
MELBA SCOGGINS, CLERK
SUPERIOR COURT
BARTOW COUNTY, GA

Meeting: September 15, 2022 Item 2.

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-8-87, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENT BODIES BY ANY PURCHASER OR USER APPROVAL IS OF THIS PLAT AS TO INTENDED USE OF THE PARCEL.

SPACE FOR GOVERNMENT BODY APPROVAL

Melba Scoggins

2670507172
PARTICIPANT ID

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-8-87. SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE OBTAINED PRIOR TO RECORDING.



William C. Smith
DATE: 11-20-2020
WILLIAM C. SMITH, GEORGIA REGISTERED LAND SURVEYOR No. 1803
DATE OF LAST FIELD SURVEY WORK: 10-23-2020

OWNER'S CERTIFICATE

The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems, drains and drainage easements, and public places shown are dedicated to the use of the public forever.

Owner _____ Date _____

SURVEYOR'S CERTIFICATE

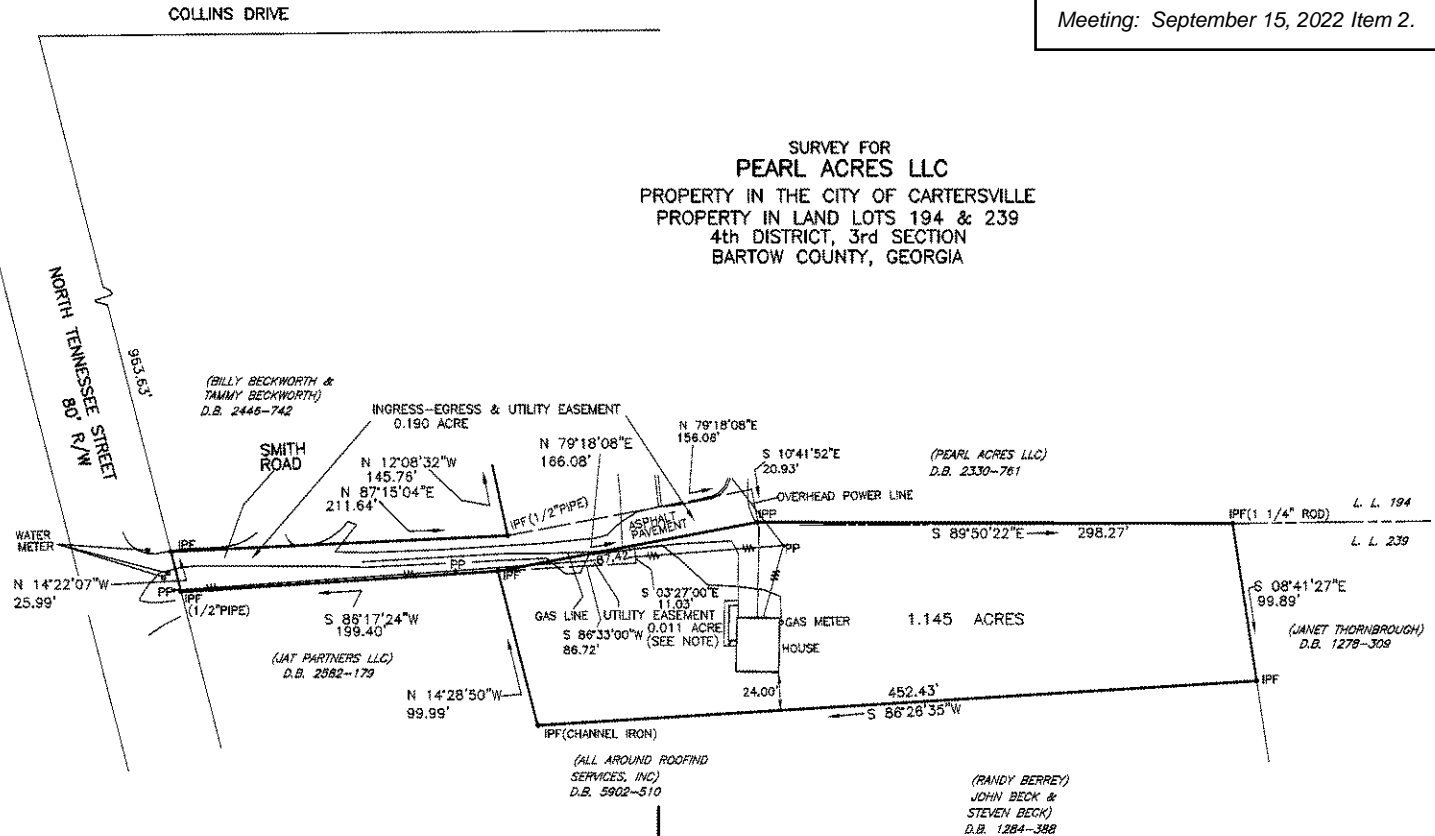
It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist and their location, size, type and material are correctly shown, and that all requirements of the development and zoning regulations have been fully complied with.

William C. Smith
Surveyor _____ Date 11-20-2020

CITY OF CARTERSVILLE CERTIFICATE:

In accordance to the City of Cartersville Development Regulations and the City's Zoning Ordinance, all requirements of approval having been fulfilled, this plat was given final approval by the following City personnel on behalf of the City of Cartersville:

David Henderson
Zoning Administrator _____ Date 11-10-2020



SURVEY FOR
PEARL ACRES LLC
PROPERTY IN THE CITY OF CARTERSVILLE
PROPERTY IN LAND LOTS 194 & 239
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA

NOTE: THE SOUTH AND EAST LINES OF THE 0.011 ACRE UTILITY EASEMENT ARE 8.00 FEET OFF THE GAS TAP.

FIELD TRAVERSE:
CLOSURE: ONE FOOT IN 20,000 FEET USING A LIETZ SET 3.
ANGULAR ERROR: 0'00'06" PER ANGLE POINT USING A LIETZ SET 3.
ADJUSTED: USING THE COMPASS RULE.

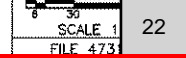
4694.CRD 4731-2.DWG
FLOOD INSURANCE RATE MAP 13015C0238 H DATED OCT. 5, 2018 SHOWS THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE 1/2" RE-BAR EXCEPT AS SHOWN.

SMITH & SMITH LAND SURVEYORS, P.C.
LAND SURVEYOR FIRM No. LSF1000133
2 SOUTH AVENUE, CARTERSVILLE, GA. 30120
PHONE 770-382-0457
REGISTERED LAND SURVEYOR No. 1803

PLAT CLOSURE:
ONE FOOT IN 154,000 FEET.
OCTOBER 10, 2020
REVISED 11-06-2020

Legend table with symbols for Right of Way, Iron Pin Placed, Iron Pin Found, Concrete Marker, Chord, Length of Curve, Radius, Fence, Land Lot Line, Center Line, Power Line, and Power Pole.





View of 7 Smith Rd. on Aug. 31st, 2021
• newly vacant after tenants left
• photo taken after start of demo (1 week in)



Garbage removed, a few trees cleared,
ground leveled — ready for reno!!

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is dated this 27th day of April, 2022.

CLIENT

Jenny Smith
6 Smith Rd. Cartersville, GA 30120

(the "Client")

CONTRACTOR

WSM Renovations
1490 Hwy.411 Cartersville, GA 30120

(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

* SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Renovate existing structure located at 6 Smith Rd. Cartersville, GA 30120.
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

* TERM OF CONTRACT

- 3. The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Contract. The Term may be extended with the written consent of the Parties.

* PERFORMANCE

- 4. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

ESTIMATE

WSM Renovations, LLC
11 Briar Chase Ct
White, GA 30184

wsm.renovations@gmail.com
+1 4705121018

Smith, Jenny

Bill to
Smith, Jenny
6 Smith Rd
Cartersville, Georgia 30120

Ship to
Jenny Smith
6 Smith Rd
Cartersville, Georgia 30120

Estimate details
Estimate no. : 1021
Estimate date : 04/18/2022
Expiration date : 04/30/2022

1. **Office Renovations**

\$54,789.28

The following estimate will be for a turn key project. The following breakdown will be a scope of work to be performed:

1. Install a petition wall in the center of big room seperating into 2 units. Opening a 5 foot door from front to rear area.
2. Opening a center walk and mud room with a rear entrance.
- 3 Remove existing bathroom and installing 2 individual baths, one for each unit. Each bath will meet all handicap codes.
4. Removing existing hot water heater and replacing with a tankless water heater.
5. Install all new windows with all necessary modifications as needed.
6. Install new exterior doors.
7. Install a large insulated glass window for each unit. Each window will be retrofit to approximately 4x5. These openings could be adjusted with both parties agreeing on exact size.
8. Upgrading existing electrical to a 200 Amp Service or 2 150 Amp services per code. This would include new fixtures to enhance lighting.
9. A new HVAC system will be installed with all trunk lines inspected and upgraded as needed.
10. Rear gravel parking area for employees with a gravel drive from existing paved road. Also, handicap parking spaces to meet code. Demo existing covered carport.
11. Spread existing dirt at property to create a proper drainage away from structure.
12. All efforts to preserve the existing hardwood floors will be performed. If any areas need replacing, LVP or a form of tile will be installed with agreement from both parties.
13. Build a covered porch 4x4 for all 3 entrance doors.
14. A small break area with cabinet space, countertop and sink in both units.
15. All plumbing for one unit to be used for hair salon. Maximum of three drainage and water supplies.
16. Paint interior with customer supplied colors.
17. Paint exterior brick and trim with customer supplied colors.

The total estimate for all above work \$54,789.28

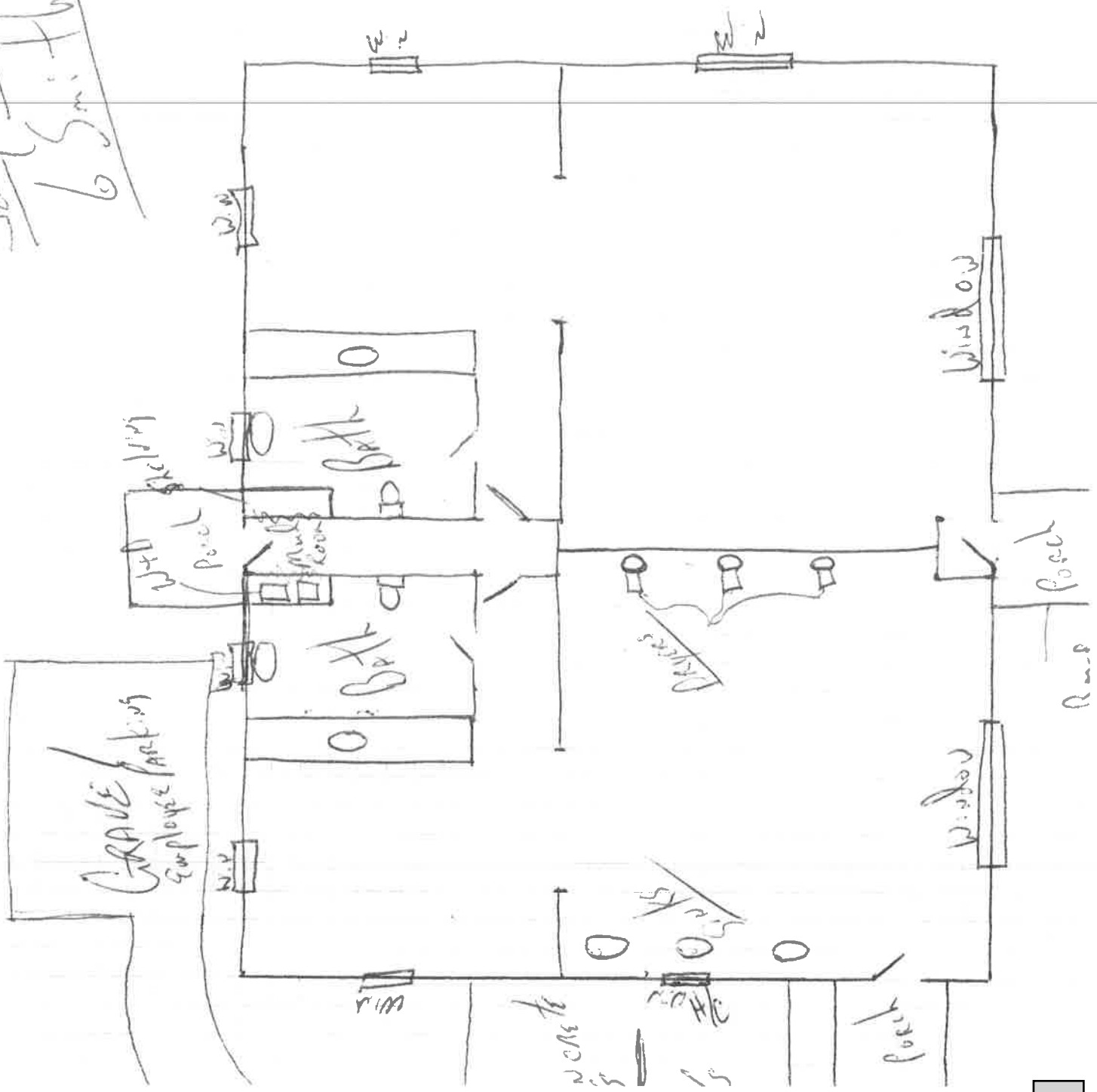
Please be aware any structural damage not visible could lead to additional cost.

A deposit will be required on the start date of project. This will be discussed upon approval of quote.

Total **\$54,789.28**

Expiry date 04/30/2022

Jenny Smith
6 Smith Rd



IMAGES TAKEN 6-22-22





View East from midpoint of driveway. 6 Smith Rd is on the left. 7 Smith Rd is on the right (Under renovation)



House at 6 Smith Rd. Applicant intends to use house as primary residence.



7 Smith Rd.
Applicant proposes
use as a
commercial office.



7 Smith Rd.
Applicant proposes
use as a
commercial office.



View West from midpoint of Smith Rd. towards Tennessee St.



Intersection of Smith Rd at Tennessee St.

IMAGES TAKEN 8-2-22





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Public Hearing – 1 st Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z22-03. Carter Grove Blvd. Applicant: The Wasserman Group, LLC
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Zoning application to rezone, 48.124 +/- acres from Carter Grove P-D (Planned Development) to P-D (Planned-Development) for the construction of an age targeted, rental community. The rezoning removes the Carter Grove P-D zoning conditions and implements zoning conditions specific to the proposed development.</p> <p>The proposed development would construct (165) duplex and triplex homes with two and three bedroom configurations.</p> <p>Staff does not oppose the zoning proposal with conditions.</p> <p>Planning Commission recommended denial with a vote 5-1.</p>
LEGAL:	N/A

Application for Rezoning

City of Cartersville

Case # Meeting: ~~September~~ September 15, 2022 Item 3.

Date Received: 7-22-22

Public Hearing Dates:

Planning Commission 9-6-22 5:30pm 1st City Council 9-15-22 7:00pm 2nd City Council 10-6-22 7:00pm

Applicant The Wasserman Group, LLC Office Phone 770-874-8800
(printed name)

Address 4770SAtlantaRd. Suite200 Mobile/ Other Phone 404-895-7111

City Atlanta State GA Zip 30339 Email smw@wassermangroup.com

Stephen M. Wasserman Phone (Rep) 404-895-7111

Representative's printed name (if other than applicant) Email (Rep) smw@wassermangroup.com

[Signature] Representative Signature *[Signature]* Applicant Signature

Signed, sealed and delivered in presence of: **IAN JACKSON** My commission expires: 9/14/2025
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires Sept. 14, 2025

Notary Public

* Titleholder Carter Grove (Atlanta) ASL I VI L L.P. Phone 407-628-8488
(titleholder's printed name)

Address 923 N. Pennsylvania Avenue

Address Winter Park, FL 32789 Email adubill@avantprop.com

Signature *[Signature]*

Signed, sealed, delivered in presence of: My commission expires: 3/21/2026

Margaret Hill
Notary Public



P-D w/ Conditions (220 Max Units with Commercial) Requested Zoning Ne Commercial P-D w/ Conditions (167 Units Max Commercial)

Acreage 51.268 Land/Lot(s) 954-955-991 District(s) 4th Section(s) 3rd

Location of Property: Carter Grove Blvd at Old Alabama Rd.
(street address, nearest intersections, etc.)

Reason for Rezoning Request: Requesting down-zoning due to difficult topography

(attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

VIA: EMAIL

July 22, 2022

Mr. Randy Mannino
Planning and Development Director
City of Cartersville, Georgia
10 N Public Square
Cartersville, Georgia 30120

RE: Application for Rezoning - Application No.: _____
Applicant: THE WASSERMAN GROUP, LLC
Property Owner: CARTER GROVE (ATLANTA) ASLI VI, L.L.L.P.
Property: Approximately 48.124 acres, more or less, located in the 4th District, 3rd Section, Land Lots 991, 992, 954 as shown on the attached plat Exhibit "A", Parcel Number C107-0001-015, located at the southeast corner of Carter Grove Boulevard and Old Alabama Road in the Carter Grove Community, in the City of Cartersville, in the County of Bartow, Georgia

Dear Mr. Mannino

The Wasserman Group, LLC, (the "Applicant"), and the Property Owner set forth above (the "Owner"), in the referenced Application for Rezoning with regard to property located at the southeast corner of Carter Grove Boulevard and Old Alabama Road in the Carter Grove Community, in the City of Cartersville, Bartow County, Georgia (the "Property"), hereby submit this Application for Rezoning (the "Application") which, if the Application for Rezoning is approved, as submitted, shall become a part of the grant of the requested zoning and shall be binding upon the Property.

This Application for Rezoning is requested because the existing P-D zoning ordinance governing the Property (Ordinance No. 23-06 in Petition Z06-07, adopted May 4, 2006), allowed multiple uses pursuant to the rules and regulations for zoning district M-U as then shown in the City of Cartersville Zoning Ordinance, Article IX, Section 9.1., including up to 220 residential units and an unspecified amount of commercial space in an unspecified number of buildings, and the Applicant is significantly reducing the number of housing units and eliminating the commercial component.

It is our intent to develop the Property as follows:

- (1) Applicant seeks rezoning of the Property from the existing zoning category "P-D with Conditions" to "P-D with NEW Conditions", generally in accordance with the site plan submitted herewith prepared for the Applicant by Stephensen Engineering, Inc. dated July 20, 2022. A reduced copy of the Site Plan is attached hereto for ease of reference as Exhibit "A" and incorporated herein by reference.
- (2) The Property consists of a total of 48.124 acres, and is proposed as a high-quality residential community containing a maximum of one hundred sixty-seven (167) units in the P-D designation/category. The Applicant does not intend to include any commercial structures or commercial space.
- (3) The maximum density shall be no more than 3.5 units per acre.
- (4) All setbacks and building standards shall be in compliance with the P-D ("Planned Development") zoning requirements.
- (5) All residential buildings shall have a maximum building height of no more than 35 feet.
- (6) All residences shall have a minimum of 1,000 square feet of heated and cooled living space and shall be either one-bedroom, two-bedroom, or three-bedroom units. Applicant agrees that no

VIA: EMAIL

Mr. Randy Mannino
Planning and Development Director
City of Cartersville, Georgia
Zoning Application
July 22, 2022
Page 2

garage area within any of the units will be converted to heated or cooled living space.

- (7) All other requirements of the P-D Zoning Category shall be met.
- (8) The Project shall consist of single, duplex and tri-plex buildings and shall be “Traditional”, “Coastal”, and “Craftsman” in style and architecture, with exterior materials consisting of brick, stone, stacked stone, cedar shake, hardly-plank, board and batten, and combinations thereof and shall be substantially similar to the homes depicted in the elevations attached collectively as Exhibit "B" and incorporated herein by reference.
- (9) Street lighting within the proposed community shall be environmentally sensitive, decorative, and themed to the architecture and style of the residences, as offered by the power provider.
- (10) Amenities for the community shall be both active and passive consisting of a clubhouse/community center, a swimming pool, multiple pickle-ball courts, gathering areas, pocket parks and green space areas, community gardens, and extensive walking trails.
- (11) All streets and alleyways within the proposed residential community shall be private with the construction complying in all respects as to materials, base, and other requirements to the Cartersville and Bartow County Building Codes; and, at Applicant's option, the community may be gated in compliance with all applicable Cartersville and Bartow County Codes, Standards, and Ordinances.
- (12) All setbacks, landscape, and buffer areas may be penetrated for purposes of fencing, access, utilities, and stormwater management; including, but not limited to, drainage and detention facilities, utilities, and any and all slopes or other required engineering features of the foregoing. Any disturbed area shall be restored with comparable plantings, in accordance with the approved and submitted Landscape Plan, and as allowed by the City of Cartersville or any utility provider.
- (13) Applicant agrees to the creation of a mandatory homeowners’ association which shall be responsible for architectural controls of the residences within the proposed community; as well as the upkeep and maintenance of the entrance area, signage, all common areas, amenity area, pocket parks, mail kiosk, and private streets contained within the proposed residential community .

We believe the requested zoning is an appropriate use of the Property while taking into consideration the existing conditions of the Property, the area surrounding the proposed development, and the need in the City of Cartersville for the proposed development. The community will be a high-quality development and shall provide a much-needed and highly sought-after type of living environment within the City.

Thank you for your consideration in this request.

THE WASSERMAN GROUP, LLC

Stephen M. Wasserman
Chief Executive Officer

REQUIREMENTS FOR FILING AN APPLICATION FOR REZONING CITY OF CARTERSVILLE, GA

Completed applications must be submitted to the City of Cartersville Planning & Development Department, located at 10 N. Public Square, 2nd Floor. Cartersville, GA 30120.

Requirements

1. Completed Application: Include all signatures. If multiple owners are involved in the rezoning petition, each owner must fill out an individual application, though only a single filing fee is required per property. The application and all associated documents must be submitted no later than the established filing deadline date. Associated documents should include or demonstrate:

a. Existing conditions

THE SITE IS CURRENTLY WOODED AND GENERALLY UNDISTURBED.

b. Proposed conditions or project:

THE PROPOSED PROJECT IS A DOWN-ZONE FROM THE EXISTING IN-PLACE ZONING. THE ORIGINAL DEVELOPER OF THE CARTER GROVE PROJECT OBTAINED A ZONING DESIGNATION FOR THIS TRACT OF "PD WITH CONDITIONS." UNFORTUNATELY, THE SITE'S CONDITIONS WILL NOT ALLOW THE APPROVED "CONDITIONS" (220 DWELLING UNITS AND A LIMITED AMOUNT OF COMMERCIAL SPACE) TO BE BUILT.

THE SITE HAS EXTREMELY GRADES, EX., IN SOME AREAS WITH 2:1 THROUGH 1:1 SLOPES, WITH A GENERAL LOW-POINT OF THE SITE AT APPROXIMATELY 700' TO A HIGH POINT OF APPROXIMATELY 930'. ACCORDINGLY, THE APPLICANT IS ASKING THAT THE EXISTING "CONDITIONS" BE CHANGED TO THE FOLLOWING: INSTEAD OF A MAXIMUM OF 220 UNITS, WE ARE REQUESTING A MAXIMUM OF 167 UNITS. IN ADDITION, WE DO NOT INTEND TO BUILD ANY COMMERCIAL OR OFFICE STRUCTURES. THUS, OUR PROPOSED ZONING REQUEST IS PD WITH "NEW CONDITIONS" WHICH ARE LESS DENSE AND IMPACTFUL THAN THE EXISTING ZONING AND CONDITIONS.

c. Confirmation of availability of all public utilities –

AVAILABILITY LETTERS ATTACHED

d. Project meets the proposed zoning district development standards:

THE PROPOSED PROJECT MEETS OR EXCEEDS ALL P-D ZONING DISTRICT DEVELOPMENT STANDARDS

e. Project meets the access requirements of the City's development regulations.

THE PROPOSED PROJECT MEETS THE ACCESS REQUIREMENTS OF THE CITY'S DEVELOPMENT REGULATIONS.

- 2. Boundary Survey/Plat:** Include a copy of the boundary survey/plat which shall include the metes and bounds description. Please indicate property lines with dimensions, location of buildings and other structures, north arrow, scale, street numbers, lot and/or parcel numbers, and locations of setback lines or other dimensional requirements.

BOUNDARY SURVEY/PLAT ARE ATTACHED AS "EXHIBIT A".

- 3. Campaign Disclosure:** The Campaign Disclosure Report For Rezoning Actions (attached) must be included with the application.

COMPLETED CAMPAIGN DISCLOSURE REPORT ATTACHED.

- 4. Adjacent Property Owners:** Provide a list of all current owners of record for properties located immediately adjacent to or directly across a public street or railroad right-of-way from the subject property. (Form attached). See also Item 6 below.

- 5. Filing Fee:** A non-refundable filing fee of \$400.00 must accompany the completed application.

- 6. Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **item 7** below. If this option is requested, there is an additional, non-refundable fee of \$50.00 which covers the cost of the newspaper ad, and the costs of printing, printing supplies, postage and proof of mailing.

THE APPLICANT ELECTS TO HAVE CITY STAFF PREPARE AND MANAGE THE PUBLIC NOTIFICATION PROCESS OUTLINED IN ITEM 7 BELOW. A CHECK FOR \$50.00 IS ATTACHED.

- 7. Public Notification:** The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 6** above:

- a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).

- b. The applicant, either in person or by first class mail, shall notify **each owner**

of property adjoining and directly across a street from the property requesting rezoning. A copy of the notice and proof of mailing shall be provided to the Zoning Administrator. If mailing via USPS, it is recommended to use a Certificate of Mailing form or send via Certified Mail. The Certificate of Mailing form is PS3877 and can be found on the U.S. Post Office website.

If notice of said application and hearing is given in person, the applicant shall furnish to the Zoning Administrator, prior to the scheduled hearing, an acknowledgment of the notice, signed and dated by the person receiving notice and witnessed by an individual other than the applicant. Said notice shall be given no later than ten (10) days prior to the date of the scheduled Planning Commission meeting.

**CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS**

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: JULY 22, 2022

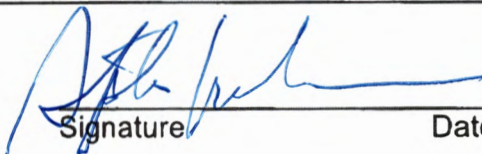
Date Two Years Prior to Application: JULY 22, 2020

Date Five Years Prior to Application: JULY 22, 2017

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	X _____
Council Member:		
Ward 1- Kari Hodge	_____	X _____
Ward 2- Jayce Stepp	_____	X _____
Ward 3- Cary Roth	_____	X _____
Ward 4- Calvin Cooley	_____	X _____
Ward 5- Gary Fox	_____	X _____
Ward 6- Taff Wren	_____	X _____
Planning Commission		
Greg Culverhouse	_____	X _____
Harrison Dean	_____	X _____
Lamar Pendley	_____	X _____
Open		
Travis Popham	_____	X _____
Jeffery Ross	_____	X _____
Stephen Smith	_____	X _____

2. If the answer to any of the above is Yes, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.



Signature

7/22/2022

Date

Stephen M. Wasserman
Print Name

CONSTITUTIONAL OBJECTION TO FAILURE TO GRANT APPLICATION

For the record, the Applicant, as required by law, sets forth its constitutional objection to any failure to grant this application. Failure to grant the requested rezoning would constitute a taking of property without just and adequate compensation and without due process of law in violation of the Fourteenth Amendment to the United States Constitution and Article 1, Section 1, Paragraph 1 and Article 1, Section III, Paragraph 1 of the Constitution of Georgia. A denial of the requested rezoning would be unconstitutional and discriminate in an arbitrary and capricious manner between the Applicant and owners of similarly situated property in violation of Article 1, Section III, Paragraph III of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. Such would deprive the Applicant of its liberty and property rights. Such a denial would not subsequently advance legitimate state interests, but would cause the Applicant significant detriment.

Z06-07

EXHIBIT A

**SURVEYOR'S CERTIFICATE

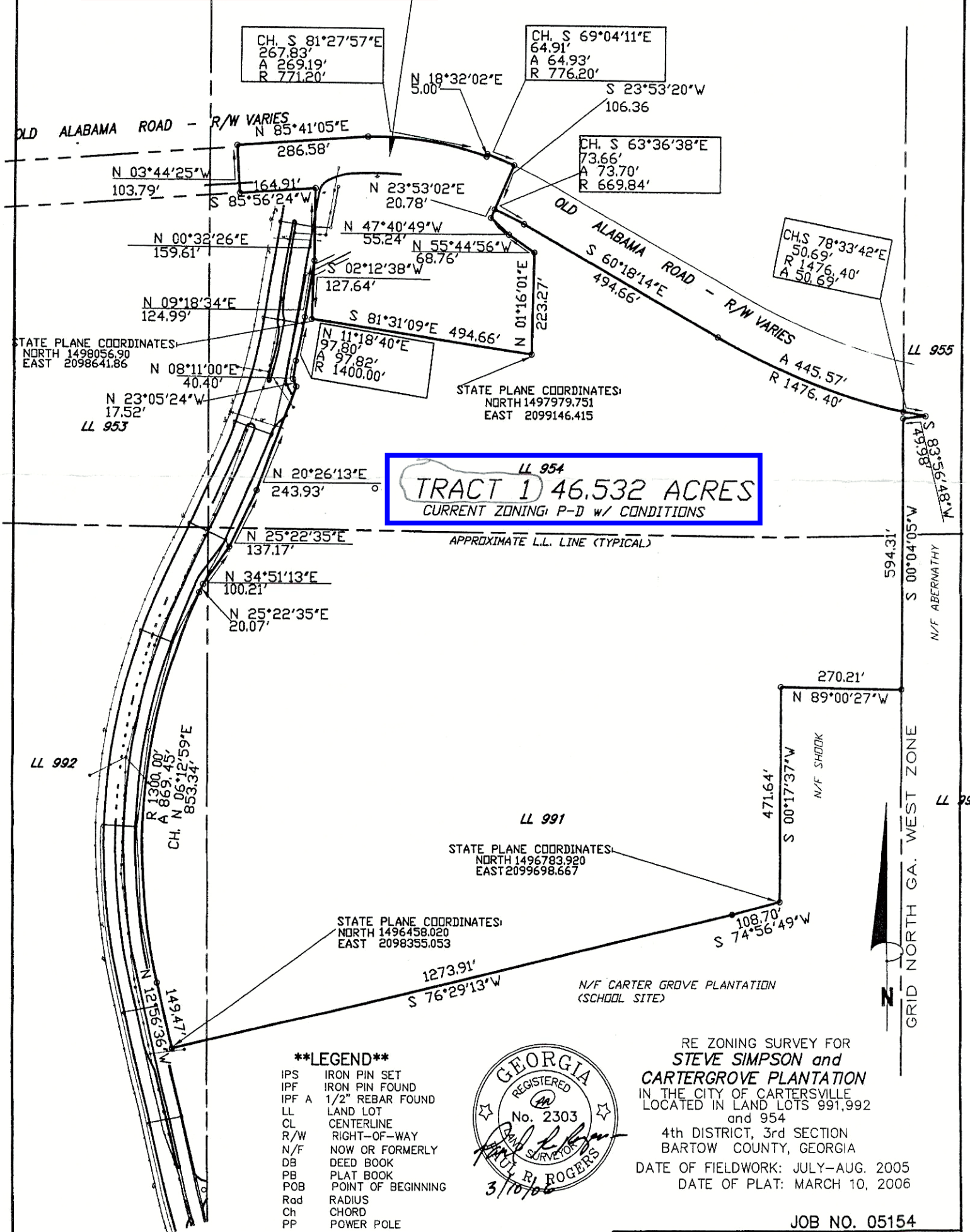
Meeting: September 15, 2022 Item 3.

Ord. 23-06

It is hereby certified that this plat is true and correct and was prepared from an actual survey by me or under my supervision; that all monuments shown thereon actually exist and their size, type, and shape are correctly shown. The field data upon which this plat is based was collected using a 5 second electronic total station theodolite and has a closure precision of one foot in +18,800 feet and an angular closure of 09 seconds per angle point, and was not adjusted. This plat has been calculated for closure and found to be accurate within one foot in +300,000 feet.

1/2 INCH REBAR TO BE SET AT ALL CORNERS UPON APPROVAL OF THIS PLAT

TRACT 2 4.813 ACRES
CURRENT ZONING: D-C w/ CONDITIONS



TRACT 1 46.532 ACRES
CURRENT ZONING: P-D w/ CONDITIONS

LEGEND

- IPS IRON PIN SET
- IPF IRON PIN FOUND
- IPF A 1/2" REBAR FOUND
- LL LAND LOT
- CL CENTERLINE
- R/W RIGHT-OF-WAY
- N/F NOW OR FORMERLY
- DB DEED BOOK
- PB PLAT BOOK
- POB POINT OF BEGINNING
- Rad RADIUS
- Ch CHORD
- PP POWER POLE



RE ZONING SURVEY FOR
**STEVE SIMPSON and
CARTER GROVE PLANTATION**
IN THE CITY OF CARTERSVILLE
LOCATED IN LAND LOTS 991, 992
and 954
4th DISTRICT, 3rd SECTION
BARTOW COUNTY, GEORGIA
DATE OF FIELDWORK: JULY-AUG. 2005
DATE OF PLAT: MARCH 10, 2006

JOB NO. 05154

RHODES ENGINEERING SERVICES, INC
CIVIL ENGINEERS AND LAND SURVEYORS
645 HENDERSON DRIVE, SUITE 2
CARTERSVILLE, GA 30120
PHONE 770-386-7616 FAX 770-386-7617

EXHIBIT - 51.345 ACRES



July 20, 2022

Kevin Stephenson
Stephenson Engineering, Inc.
P.O. Box 201088
Cartersville, GA 30120

Re: The Starlite – Cartersville Water & Sewer Availability

Dear Mr. Stephenson:

The Bartow County Water Department (BCWD) has prepared this correspondence at your request regarding the Starlite – Cartersville residential development located within the Carter Grove Subdivision within the City of Cartersville and serviced by the BCWD for both water and sewer services.

BCWD currently has an existing 14-inch DIP water main available within the right-of-way of Carter Grove Boulevard to connect to; however, until BCWD completes the waterline upgrade project along Old Alabama Road, the water demands necessary to meet the development’s needs may not be achieved.

Phase 3 of this waterline project, which will continue the installation of the waterline from Bates Road to Douthit Ferry, is currently out for bid. The current estimated completion date for Phase 3 is estimated to be 15 months from the date of this letter. This is an approximate time for completion, and this could change, for better or worse, based on GDOT’s road work schedule and supply chain issues associated with the materials.

Based upon the expectation of this completion date, the BCWD is willing to review and approve development plans for the Starlite – Cartersville project. Final Plats will only be approved by BCWD for lots that are within maximum allowed service distances from hydrants that achieve the City of Cartersville’s fire flow requirements of 1,000-GPM during “As-Built” 24-hour fire flow tests. The “As-Built” flow tests shall be required to be submitted to BCWD and the City of Cartersville Fire Department at the time of any final plat submission for review and consideration.

Additionally, there is an existing 15-inch PVC sanitary sewer line within the right-of-way of Carter Grove Boulevard available from the Bartow County Water Department. Adequacy of capacity must be confirmed and approved based upon submission of development drawings along with anticipated design usage and flows from the developer and the information in this letter is valid for a term no greater than 180 days from the above indicated date of this service availability statement. The information provided is renewable provided said project is moving forward and renewal request is submitted in writing prior to expiration. This request must also include the status of the project and expected construction schedule of the required infrastructure. Furthermore, this letter is not a statement of capacity reservation. Capacity reservation is provided upon plan approval by the Bartow County Water Department.

I hope this correspondence outlines the ability to obtain a development permit for the property while the BCWD water main project is completed along Old Alabama Road. Should you have any questions following your review of this correspondence, please contact me at (770) 387-5169.

Sincerely,



Daniel B. Manny, P.E.
Assistant Director - Bartow County Water

Cc: Lamont Kiser, P.E. – Director
Gerardo Becerra, P.E. – Project Engineer
Project File – Starlite - Cartersville

General Specifications and Renderings

Property Name: THE STARLITE - CARTERSVILLE
 Address: Parcel C107-0001-015, Carter Grove Community, LL 951, 952, 954
 Maximum Number of Units Requested: 167
 Parcel #: Condominium with Individual Parcels
 Minimum Area Per Building: 2,000 sq. ft. (Two Unit Building)
 Total Number of Buildings: 85 (includes clubhouse)
 Metering: Individual
 HVAC: Individual (Ground Mounted)
 Hot Water: Individual
 Exterior: Variety of Painted Brick, Stone, Smooth Hardie Plank Siding
 Roof: Pitched with Asphalt Shingles
 Flooring: Vinyl or Wood Laminate
 Windows: Wood frame, double hung (divided lites)
 Siding: All front elevations to be brick painted in white or light colors
 Doors: Wood 8' entry door.
 Steel Garage door with Lites.
 Decorative interior six panel or similar doors
 Kitchens: Granite, Quartz or similar countertops
 Stainless steel appliances
 Laminated or similar flooring
 Large island with high-top seating
 Decorator cabinets
 Other Features: Fenced Backyard Where Possible
 Roll-in Shower with Tile Surrounds
 Washer | Dryer Provided

COMMUNITY FEATURES

Amenities: 1 Clubhouse
 Pickleball Courts (at least 2)
 Zero entry pool
 Indoor and Outdoor Entertainment Areas
 Business Center with Wi-Fi
 Lawn Service
 Optional Concierge Services
 Gated Access with Neighborhood Surveillance Cameras
 Dog Park
 Parking: All units with minimum 1 car garage and 1 space on apron
 Average SF: 1,400 S.F.
 Gross Acreage: 48.124 acres
 Density: 3.47/acre
 Greenspace required: 9.62 Acres

The Starlite – Cartersville
General Specifications

Meeting: September 15, 2022 Item 3.

Greenspace provided: 25.44 Acres

DEVELOPMENT TEAM:

Developer: The Wasserman Group, LLC, Atlanta, GA

Contractor: David Sinclair, Marietta, GA

Architect: Jeffrey Wren, Earthstation Architecture, Decatur, GA

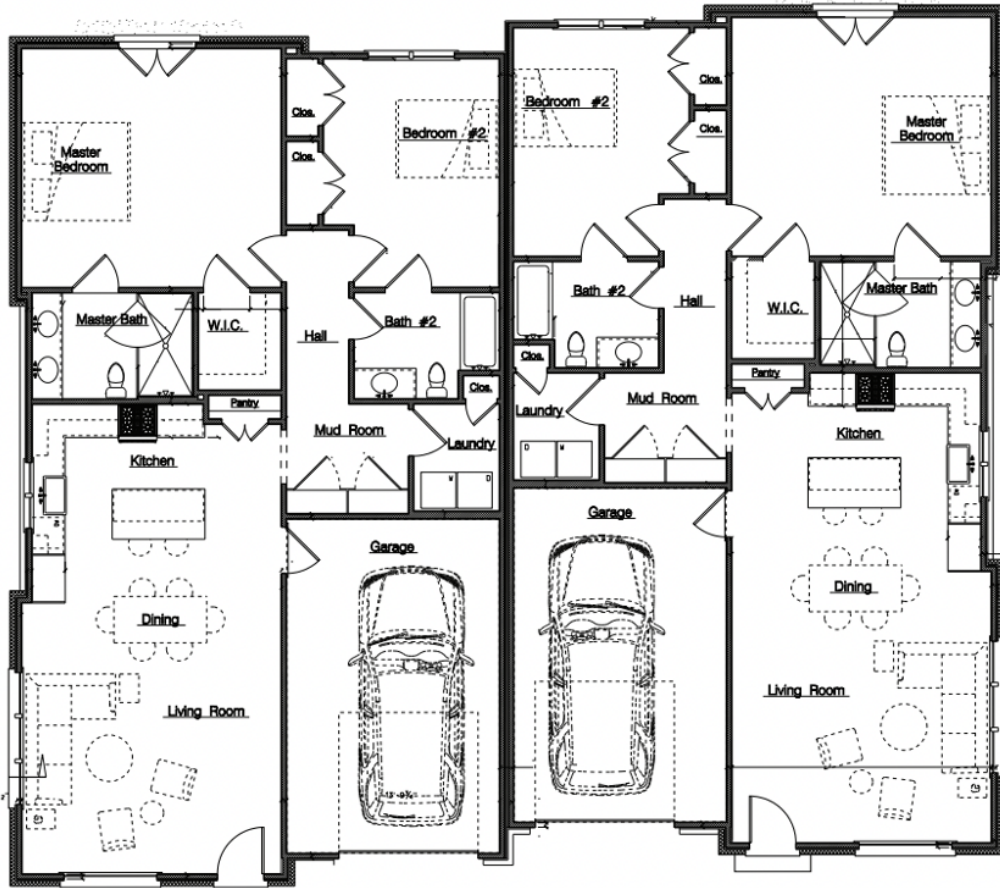
Architect: Lane Rick, Office of Things, Brooklyn, NY

Civil Engineer – Kevin Stephenson, Stephenson Engineering, Inc., Cartersville, GA

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PROTOTYPICAL ELEVATIONS

THE VICEROY



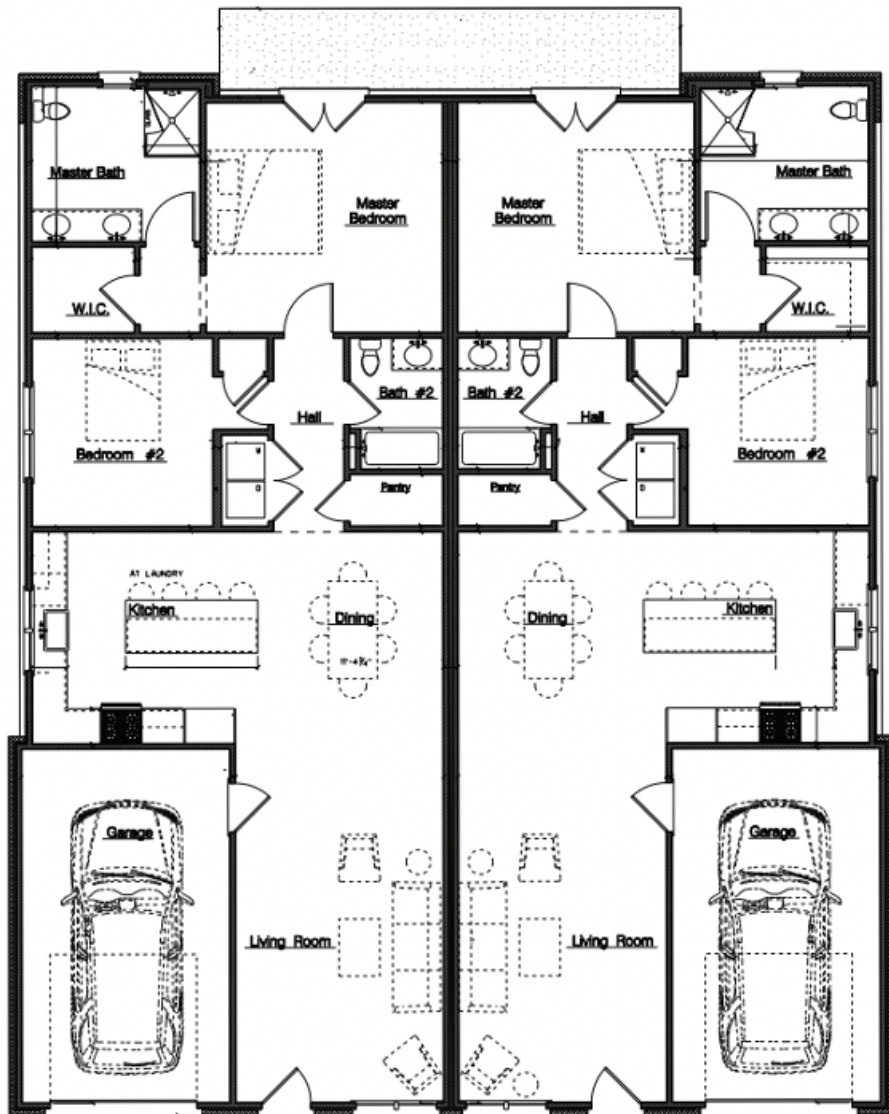
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LEFT SIDE "VICEROY" UNIT

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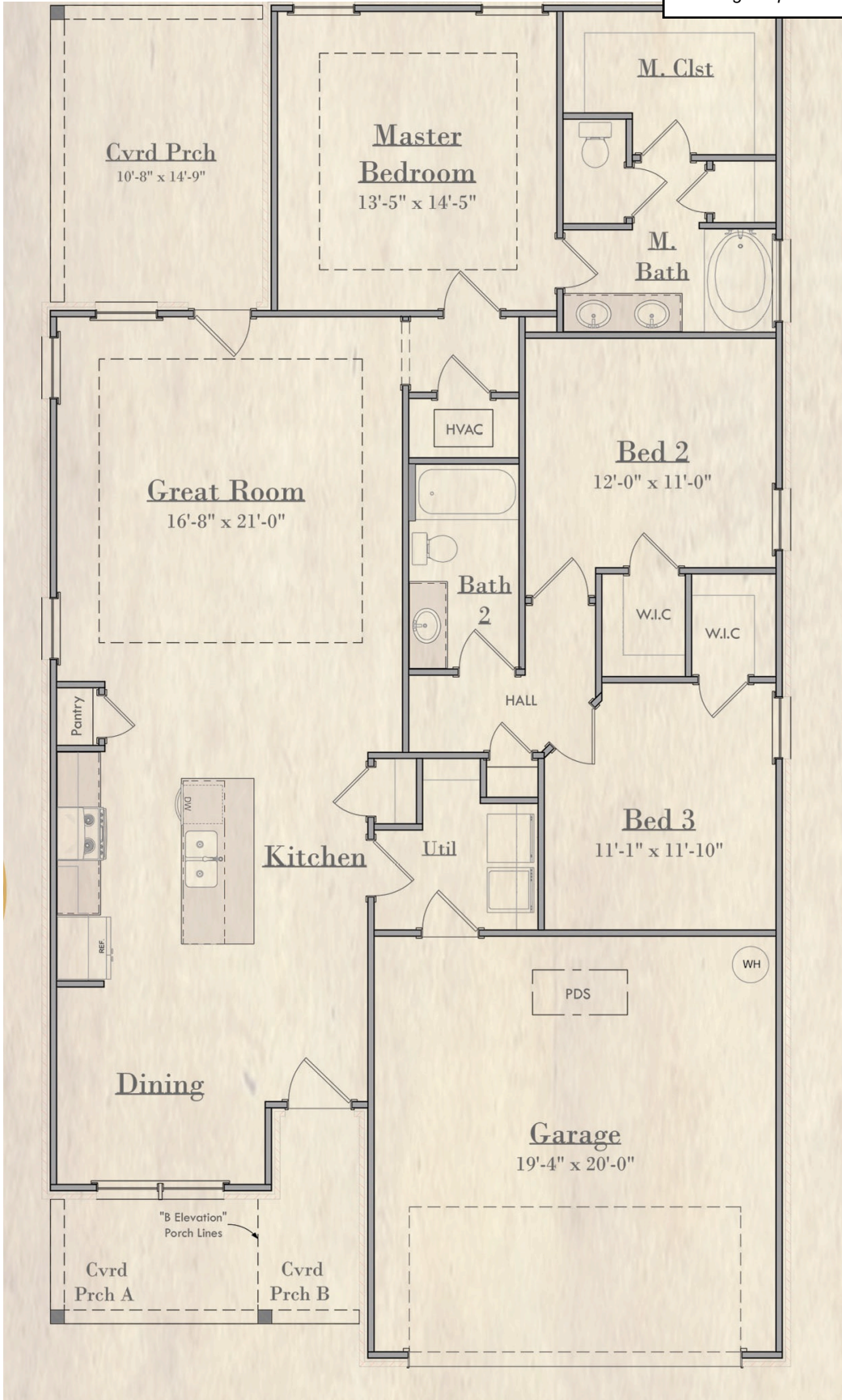
The Evergreen



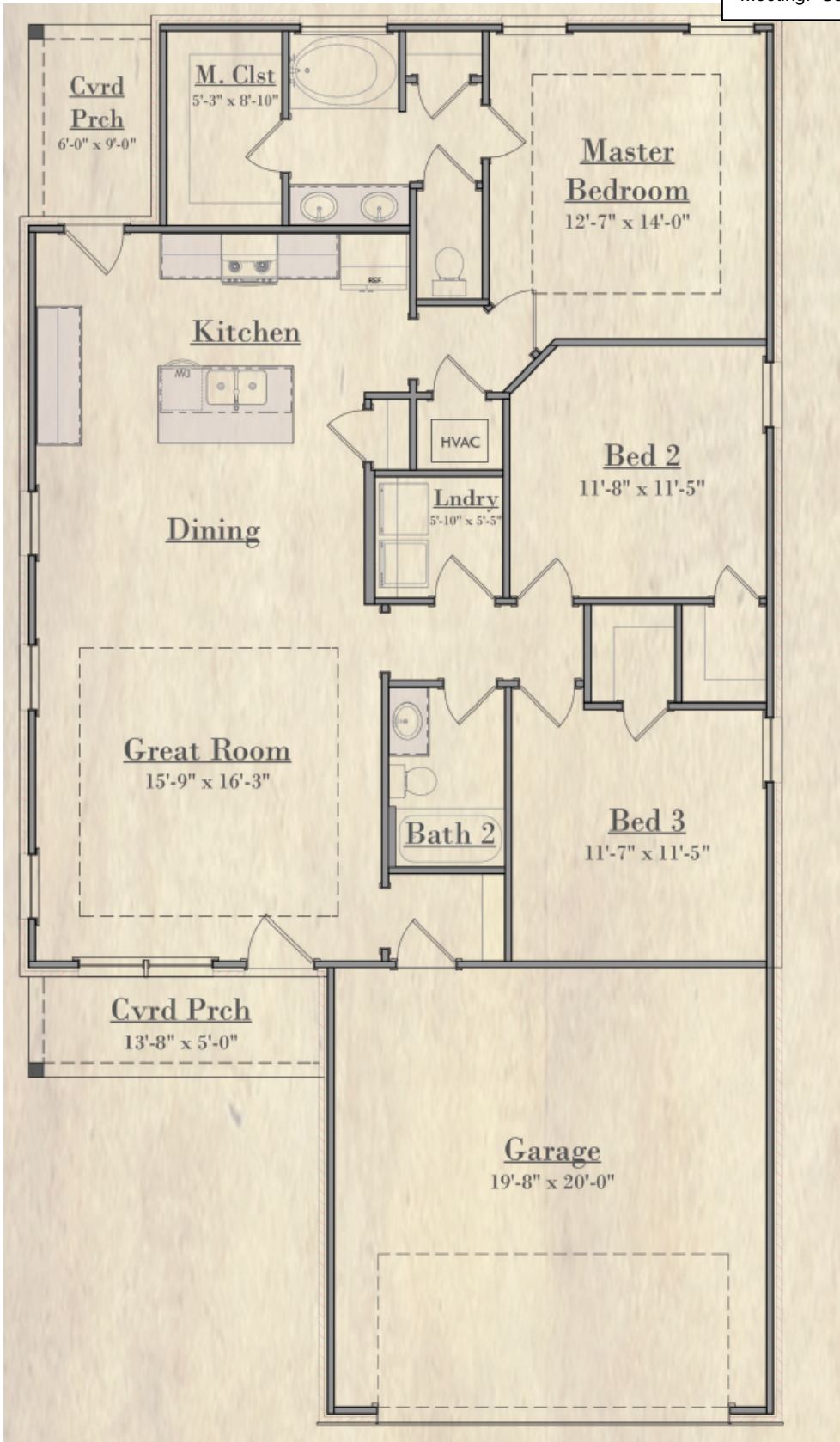


RIGHT SIDE OF "EVERGREEN" UNIT

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1660 S.F.



1452 S.F.

Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 21-22
Petition No. Z22-03

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Carter Grove (Atlanta) ASLI VI. Property is located at Carter Grove Blvd. @ Old Alabama Rd. Tqax ID C107-0001-015. Said property contains 48.124 acres located in the 4th District, 3rd Section, Land Lots 953, 954, 991, and 992 as shown on the attached plat Exhibit "A". Property is hereby rezoned from P-D (Carter Grove P-D per Z06-07) to P-D (Planned Development). Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 15th day of September, 2022.
ADOPTED this the 6th day of October, 2022. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Public Hearing – 1 st Reading of Zoning/Annexation Requests
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	Z22-04. Bates Rd. Applicant: Highlands Park of GA, LLC.
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Zoning application to rezone (4) properties, totaling 46.12 +/- acres, from Carter Grove P-D (Planned Development) to R-20 (Single Family Residential). The rezoning removes the Carter Grove P-D zoning conditions and insures limited access to Bates Rd. Proposed development following a zoning approval will include the subdivision of 33.71 +/- ac into nine (9) lots.</p> <p>Staff supports the zoning application. Planning Commission recommends approval 6-0.</p>
LEGAL:	N/A

ZONING SYNOPSIS

Petition Number(s): **Z22-04**

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: **Highlands Park of Georgia, LLC**

Representative: **Bill Byrne, Byrne Design Group**

Property Owner: **Highlands Park of Georgia, LLC**

Property Location: **Bates Rd. C120-0001-002, C120-0001-006, C120-0001-007, and C120-0001-009**

Access to the Property: **Bates Rd.**

Site Characteristics:

Tract Size: Acres: **46.12** District: **4th** Section: **3rd** LL(S): **1180 1181 1195 1196**
Ward: **2** Council Member: **Jayce Stepp**

LAND USE INFORMATION

Current Zoning: **P-D (Carter Grove Planned Development)**

Proposed Zoning: **R-20 (Single Family Residential)**

Proposed Use: **Single Family Residential**

Current Zoning of Adjacent Property:

North: **County A-1**

South: **P-D and County A-1**

East: **County A-1**

West: **P-D**

The Future Development Plan designates the subject property as: **Neotraditional Neighborhood**

The Future Land Use Map designates the subject property as: **Low/Medium Density Residential**

ZONING ANALYSIS

Project Summary:

The applicant is requesting the rezoning of four (4) properties located on Bates Rd near Greenridge Rd from P-D (Carter Grove Planned Development) to R-20 (Single Family Residential) in order to remove the Carter Grove P-D development conditions and insure limited access to Bates Rd. This was a request from the Planning and Development staff in order to subdivide the property for the construction of large estate lots.

The development intent of the zoning application is to subdivide the largest remaining parcel, 33.71 acres, into nine (9) lots. The (9) lots will share one private street connection to Bates Rd per the “Bartow County letter”. Three tracts of the 50 acre tract were previously subdivided and sold- C120-0001-007(Berry), C120-0001-008(Arveson) and C120-0001-009(Kent)

The (3) remaining lots with P-D zoning will be addressed at a later date.

Access to Bates Rd was approved with conditions by the County Commissioner, Steve Taylor, in 2019 and in conjunction with the 2020 de-annexation of 50+/- acres of the 100 acre Al Meek property (AZ20-02). The driveway cuts specified in the Letter applied to the entire 100ac. tract regardless if any portion of the 100 acres is de-annexed or subdivided. See attached “Bartow County Letter” and AZ20-02 approval letter. The remaining 50 +/- acre tract that was not de-annexed was sold to the applicant for development.

Per the Carter Grove Development Agreement, Bates Rd access from Carter Grove required City and County approval. No access points were ever identified. The rezoning and the Bartow County letter help insure that no access will occur to Carter Grove.

Per the Carter Grove Development Agreement, item 1(c):

- (c) The Developer agrees not to utilize Bates Road as an access point to the Project without prior approval of the City and Bartow County.

The private street serving the proposed nine (9) lot subdivision, the (3) driveways planned for the de-annexed Meek property, and the (3) driveways serving or planned to serve properties C120-0001-007(Berry), C120-0001-008(Arveson) and C120-0001-009(Kent) will exhaust all but one driveway cut allowed per the Bartow County Letter.

Z22-04

City Department Comments

Electric: Takes no exception.

Fibercom: Takes no exception.

Fire: No comments received.

Gas: The above referenced project is outside the service area of the City of Cartersville Gas System.

Public Works: No comments received.

Water and Sewer: Not in service area. Water provided by Bartow County. No sewer service.

City of Cartersville School District: We take no exception to this rezoning request.

Public Comments:

None received as of 8-31-22.

STANDARDS FOR EXERCISE OF ZONING POWERS.

1. *The existing land uses and zoning of nearby property.*
The surrounding properties are zoned for large estate lots or agriculture with the exception of the remaining Carter Grove P-D property. The adjacent land is either undeveloped or developed with single family detached homes on large lots.
2. *The suitability of the subject property for the zoned purposes.*
The property is suitable for the zoned purposes, but has Carter Grove development conditions assigned to it.
3. *The relative gain to the public, as compared to the hardship imposed upon the individual property owner.*
The public gain would be minimal. Rezoning removes the conditions that could affect development and the cost of development.
4. *Whether the subject property has a reasonable economic use as currently zoned.*
The property has a reasonable economic use as currently zoned.
5. *Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*

Z22-04

The zoning proposal would permit a use that is suitable in view of the use of the adjacent residential use properties.

- 6. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.*

The zoning proposal should not have an adverse effect on adjacent property.

- 7. *Whether the zoning proposal is in conformity with the current future development plan and community agenda of the comprehensive land use plan as currently adopted or amended in the future.*

The zoning proposal does conform to the Future Development Map and Future Land Use Map.

- 8. *Whether the zoning proposal will result in a use which will or could adversely affect the environment, including but not limited to drainage, wetlands, groundwater recharge areas, endangered wildlife habitats, soil erosion and sedimentation, floodplain, air quality, and water quality and quantity.*

Development of the site would result in a creek crossing that will require additional plan review steps for approval. The creek crossing could also occur if the zoning does not change.

- 9. *Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*

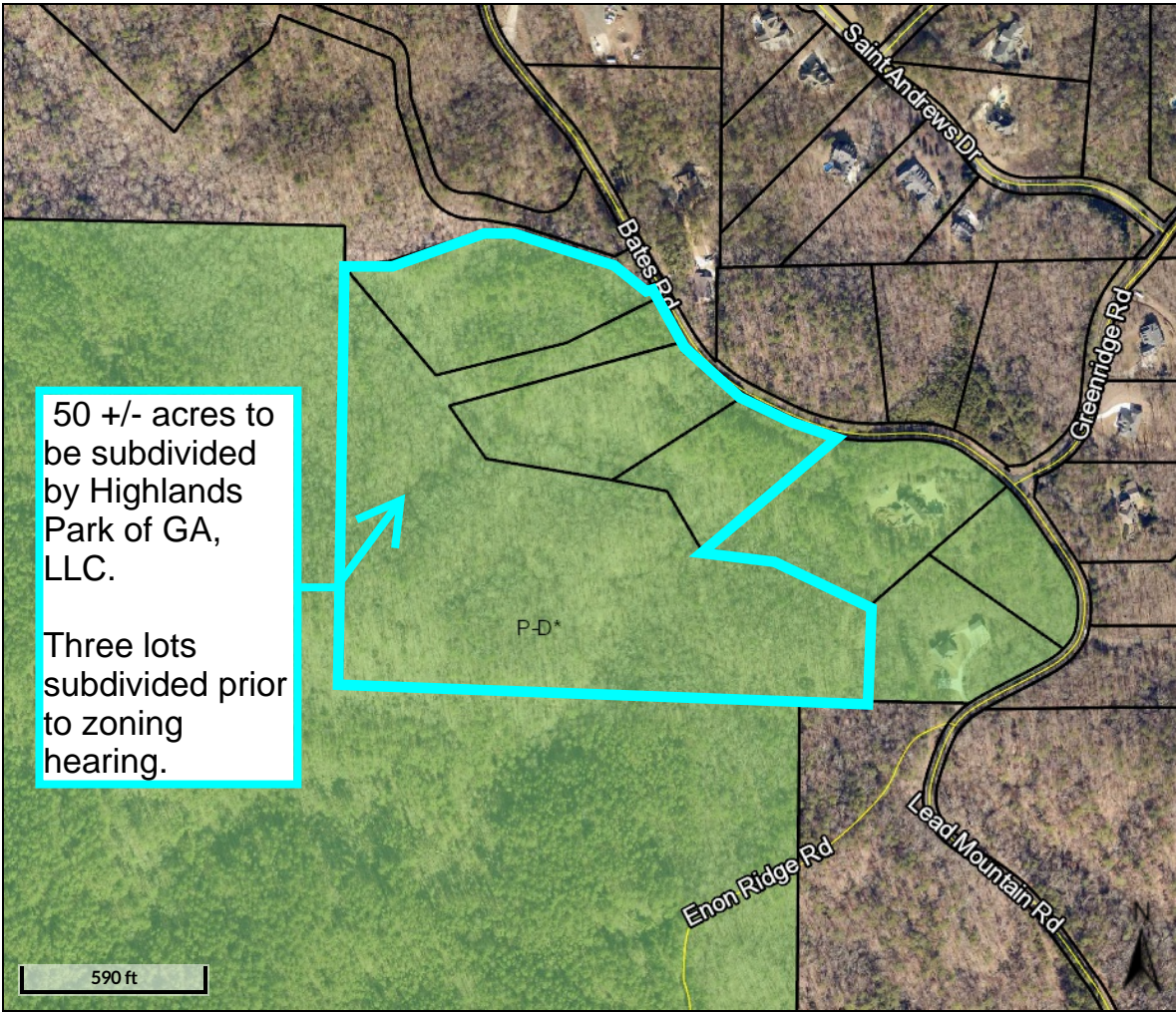
The zoning should not increase the burden to streets, transportation, utilities or schools. The proposed subdivision complies with the County’s letter to limit access to Bates Rd.

- 10. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.*

There are no known conditions.

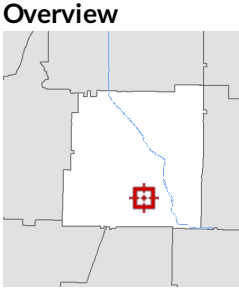
STAFF RECOMMENDATION:

Staff supports the rezoning.



50 +/- acres to be subdivided by Highlands Park of GA, LLC.

Three lots subdivided prior to zoning hearing.



Legend

- Parcels
- Roads

Cartersville Zoning

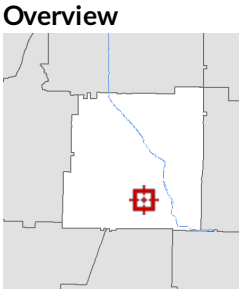
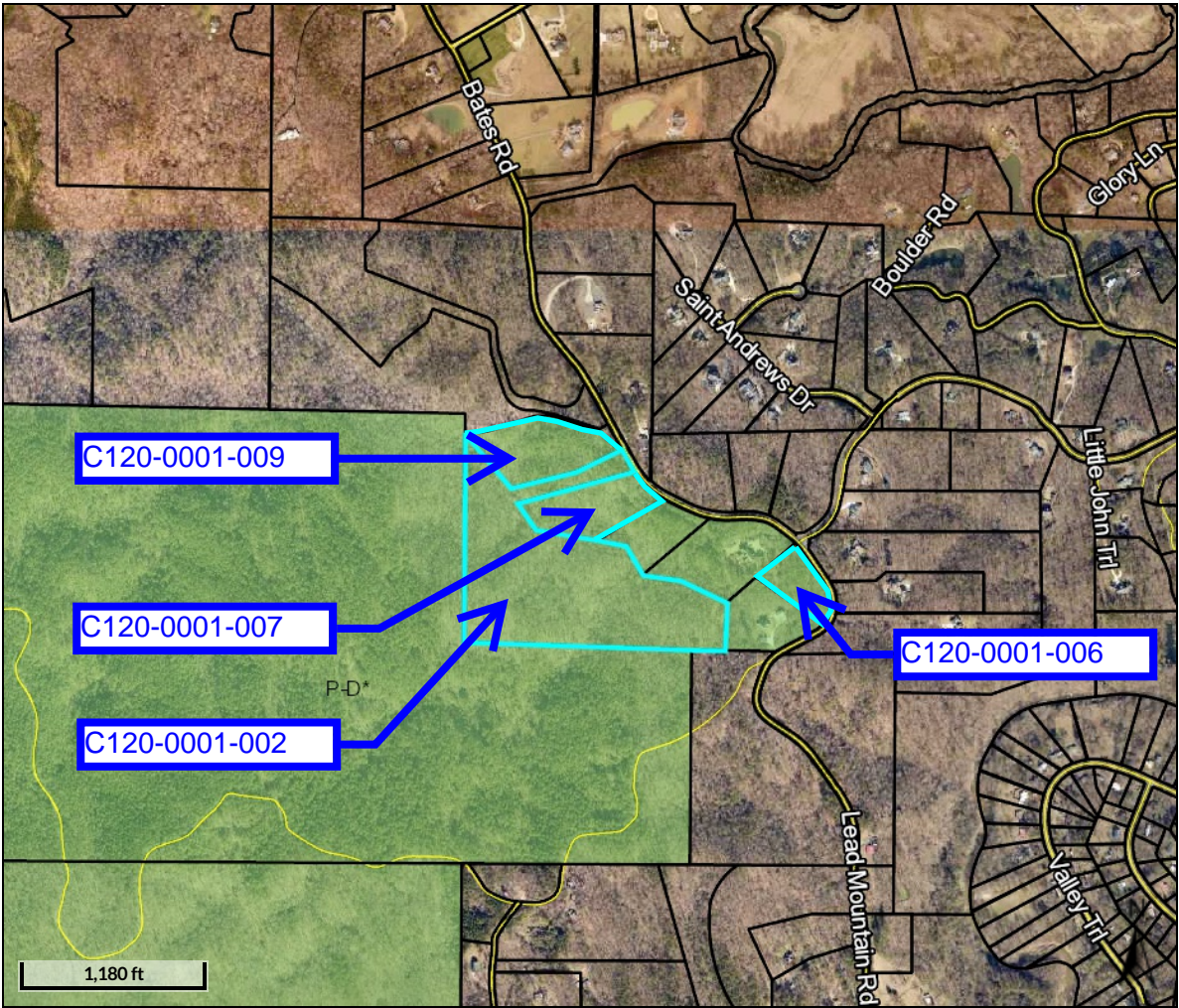
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*
- RSL

Parcel ID 0095-1124-002
 Sec/Twp/Rng n/a

Alternate ID 23096
 Class Residential

Owner Address PRICE JIMMY & CHERYL SUE
 448 BATED RD SE

LOTS TO BE REZONED



- Legend**
- Parcels
 - Roads
- Cartersville Zoning**
- AG
 - DBD
 - G-C
 - G-C*
 - H-I
 - H-I*
 - L-I
 - L-I*
 - M-U
 - M-U*
 - MF-14
 - MF-14*
 - MN
 - O-C
 - O-C*
 - P-D
 - P-D*
 - P-I
 - P-S
 - P-S*
 - R-10
 - R-10*
 - R-15
 - R-15*
 - R-20
 - R-20*
 - R-7
 - R-7*
 - R-D
 - RA-12
 - RA-12*
 - RSL

Parcel ID	C120-0001-002	Alternate ID	38636	Owner Address	HIGHLANDS PARK OF GEORGIA LLC
Sec/Twp/Rng	n/a	Class	Agricultural		905 BLACKWELL RD STE 511

Property Address 448 BATES RD **Acreage** 3.2
District Bartow County
Brief Tax Description LL1124 1125 1180 1181 LD4
(Note: Not to be used on legal documents)

CARTERS Meeting: September 15, 2022 Item 4.

Date created: 9/1/2022
Last Data Uploaded: 8/31/2022 10:35:43 PM

Developed by  Schneider
GEOSPATIAL

Application for Rezoning

City of Cartersville

Case Number: 22204

Date Received: 4/20/22

Public Hearing Dates:

Planning Commission 9/6/22 5:30pm 1st City Council 9/15/22 7:00pm 2nd City Council 10/6/22 7:00pm

Applicant Highlands Park of GA Office Phone 404-643-0505
(printed name)
 Address 18 Green Valley Trail, LLC Mobile/ Other Phone _____
 City Cartersville State GA Zip 30120 Email boblterrell@bellsouth.net
Bob Terrell Phone (Rep) 404-643-0505
 Representative's printed name (if other than applicant) Email (Rep) boblterrell@bellsouth.net
Bob Terrell Representative Signature Bob Terrell Applicant Signature
 Signed, sealed and delivered in presence of: _____ My commission expires: _____
 Notary Public _____

* Titleholder Highlands Park of GA, LLC Phone 404-643-0505
(titleholder's printed name)
 Address 18 Green Valley Trail Email boblterrell@bellsouth.net
 Signature Bob Terrell
 Signed, sealed, delivered in presence of: _____ My commission expires: _____
 Notary Public _____

Present Zoning District Carter Grove PUD Requested Zoning R20
 Acreage 33.46 Land Lot(s) 1181, 1195 District(s) 4th Section(s) 3rd
 Location of Property: 1196 Bates Road
(street address, nearest intersections, etc.)
 Reason for Rezoning Request: To rezone from site plan specific Carter Grove PUD to R20 for 8 tracts for building 8 residential houses.
(attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

400 app
50 adv

Application for Rezoning BATES RD.
City of Cartersville

Case Number: 72204
Date Received: 7/17/22

Public Hearing Dates:

Planning Commission _____ **1st City Council** _____ **2nd City Council** _____
5:30pm 7:00pm 7:00pm

Applicant _____ Office Phone _____
(printed name)

Address _____ Mobile/ Other Phone _____

City _____ State _____ Zip _____ Email _____

Representative's printed name (if other than applicant) _____ Phone (Rep) _____
Email (Rep) _____

Representative Signature _____ Applicant Signature _____

Signed, sealed and delivered in presence of: _____ My commission expires: _____

Notary Public _____


* Titleholder Kentand Lisa Carter Phone 678-315-1992
(titleholder's printed name)

Address 460 BATES RD SE Email KentandLisa1016@gmail.com

Signature [Signature]

Signed, sealed, delivered in presence of: _____ My commission expires: 11/23/23

Notary Public [Signature]



Present Zoning District _____ Requested Zoning _____

Acreage _____ Land Lot(s) _____ District(s) _____ Section(s) _____

Location of Property: _____
(street address, nearest intersections, etc.)

Reason for Rezoning Request: _____

(attach additional statement as necessary)

*** Attach additional notarized signatures as needed on separate application pages.**

Application for Rezoning

City of Cartersville

Case Number: 72204

Date Received: 7/28/22

Public Hearing Dates:

Planning Commission _____ 1st City Council _____ 2nd City Council _____
5:30pm 7:00pm 7:00pm

Applicant _____ Office Phone _____
(printed name)

Address _____ Mobile/ Other Phone _____

City _____ State _____ Zip _____ Email _____

Representative's printed name (if other than applicant) _____ Phone (Rep) _____
Email (Rep) _____

Representative Signature Applicant Signature

Signed, sealed and delivered in presence of: _____ My commission expires:

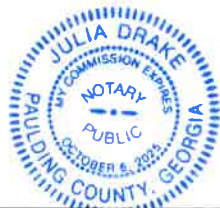
Notary Public

* Titleholder ROBERT BERRY Phone _____
(titleholder's printed name)

Address _____ Email _____

Signature [Signature]

Signed, sealed, delivered in presence of: _____ My commission expires: _____
[Signature] 10/6/2025

Notary Public 

Present Zoning District _____ Requested Zoning _____

Acreage _____ Land Lot(s) _____ District(s) _____ Section(s) _____

Location of Property: _____
(street address, nearest intersections, etc.)

Reason for Rezoning Request: _____

(attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

following disclosures:

Date of Application: 4/7/22

Date Two Years Prior to Application: 4/7/20

Date Five Years Prior to Application: 4/7/17

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	_____
Council Member:		
Ward 1- Kari Hodge	_____	_____
Ward 2- Jayce Stepp	_____	_____
Ward 3- Cary Roth	_____	_____
Ward 4- Calvin Cooley	_____	_____
Ward 5- Gary Fox	_____	_____
Ward 6- Taff Wren	_____	_____
Planning Commission		
Greg Culverhouse	_____	_____
Harrison Dean	_____	_____
Lamar Pendley	_____	_____
Open	_____	_____
Travis Popham	_____	_____
Jeffery Ross	_____	_____
Stephen Smith	_____	_____

N/A

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.

Bob Terrell 4/7/22
Signature Date

Bob Terrell II
Print Name



Meeting: September 15, 2022 Item 4.

Landscape Architect
Project Management

Land Planners
Landscape Architecture

May 20, 2022

Mr. Brian J. Reed
ETOWAH CONTROLS
Systems and Services
875 Rowland Springs Road
Suite "A"
Cartersville, Georgia 30121



City of Cartersville
PLANNING & DEVELOPMENT

David Hardegree, AICP
City Planner

10 N. Public Square
P.O. Box 1390
Cartersville, GA 30120
Phone (770) 387-5614
Fax (770) 387-5605
dhardegree@cityofcartersville.org

"Providing dependable service while preserving an exceptional quality of life."

Re: Bates Road Residential Development
"Highlands Park of Georgia"
Zoning Request

Dear Mr. Reed:

Mr. David Hardegree, AICP of the City of Cartersville, Planning and Development department has requested that Bob Terrell of Cherokee Properties rezone the above project from Planned Development (PD) to R-20 Residential and Mr. Terrell has agreed to do so.

Mr. Hardegree has requested that adjacent property be included in the zoning request on a voluntary basis and they all have agreed to do so.

On behalf of Cherokee Properties and the City of Cartersville, I am asking you if you would join the re-zoning request on a voluntary basis as requested by the City of Cartersville. Please answer below.

YES I will join the re-zoning request as proposed.

NO I will not join the re-zoning request as proposed.

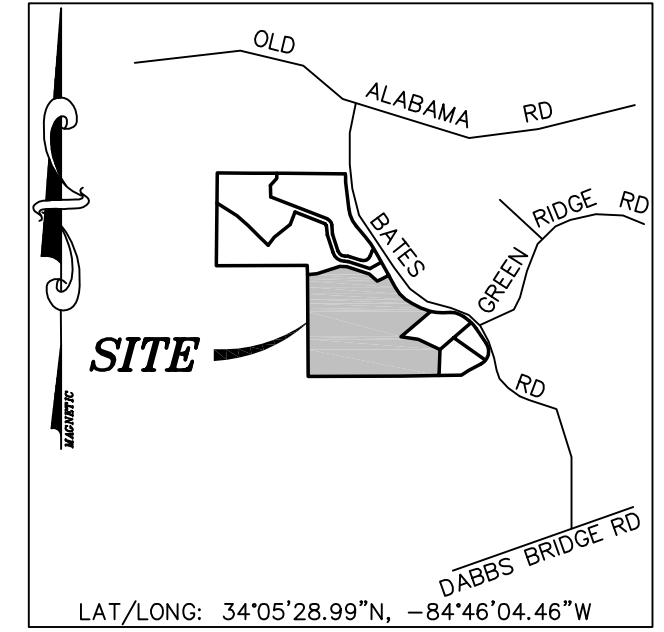
Thank you for your time and consideration.

Sincerely,
BYRNE DESIGN GROUP

William J. Byrne
Project Manager

THE PURPOSE OF THIS PLAN IS FOR REZONING FROM SITE PLAN SPECIFIC, CARTER GROVE PUD TO R-20.

RE-ZONING PLAT: HIGHLANDS PARK OF GA, LLC



ZONING NOTES:

- 1) PROPERTY CONSISTING OF 33+ ACRES DIVIDED INTO 8 TRACTS WITH A PRIVATE COMMON DRIVEWAY FROM BATES ROAD TO THE BACKSIDE OF THE CREEK AS SHOWN ON THE STREAM-SIDE SETBACK.

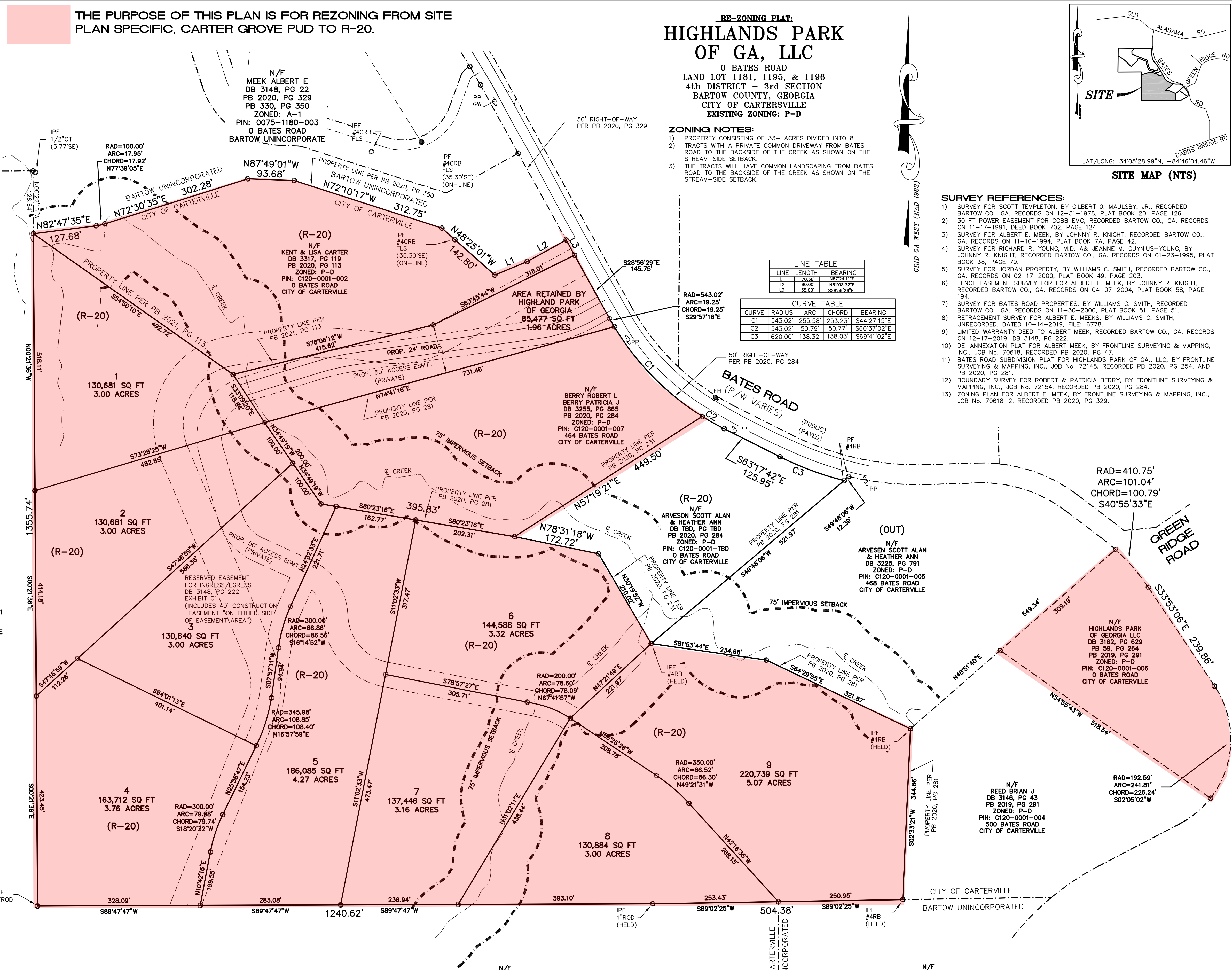
SURVEY REFERENCES:

- 1) SURVEY FOR SCOTT TEMPLETON, BY GILBERT O. MAULSBY, JR., RECORDED BARTOW CO., GA. RECORDS ON 12-31-1978, PLAT BOOK 20, PAGE 126.

LEGEND table listing symbols for various features like iron pins, concrete monuments, utility lines, and easements.

SURVEY NOTES:

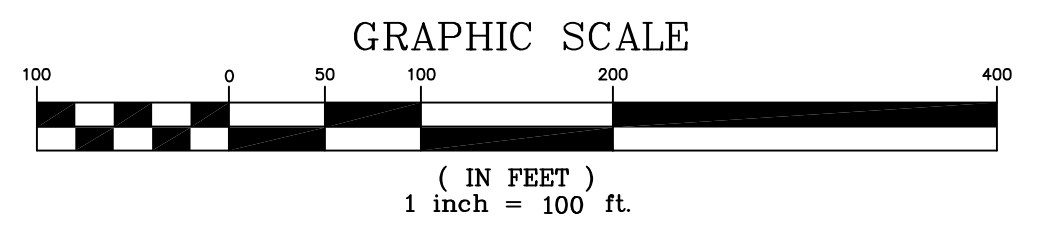
- 1) HORIZONTAL DATUM IS GEORGIA STATE PLANE WEST ZONE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83).



LINE TABLE and CURVE TABLE providing numerical data for the survey lines and curves.

OWNER'S CERTIFICATE: THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO...

SURVEYOR'S CERTIFICATION: AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS...



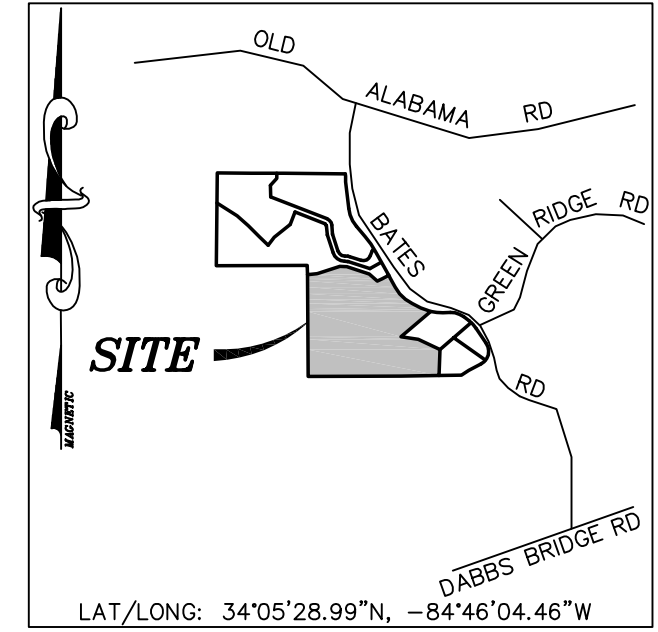
PRELIMINARY PLAT APPROVAL CERTIFICATE: ALL REQUIREMENTS OF THE CITY OF CARTERSVILLE DEVELOPMENT REGULATIONS RELATIVE TO THE PREPARATION AND SUBMISSION OF A PRELIMINARY PLAT HAVING BEEN FULFILLED...

Frontline Surveying & Mapping, Inc. contact information and logo. Includes address: 3595 Canton Road, Suite 116, Marietta, GA 30066.

Highlands Park of GA, LLC project information. Includes date 07/15/22, scale 1" = 100', and various administrative fields.

THE PURPOSE OF THIS PLAN IS FOR REZONING FROM SITE PLAN SPECIFIC, CARTER GROVE PUD TO R-20.

RE-ZONING PLAT: HIGHLANDS PARK OF GA, LLC



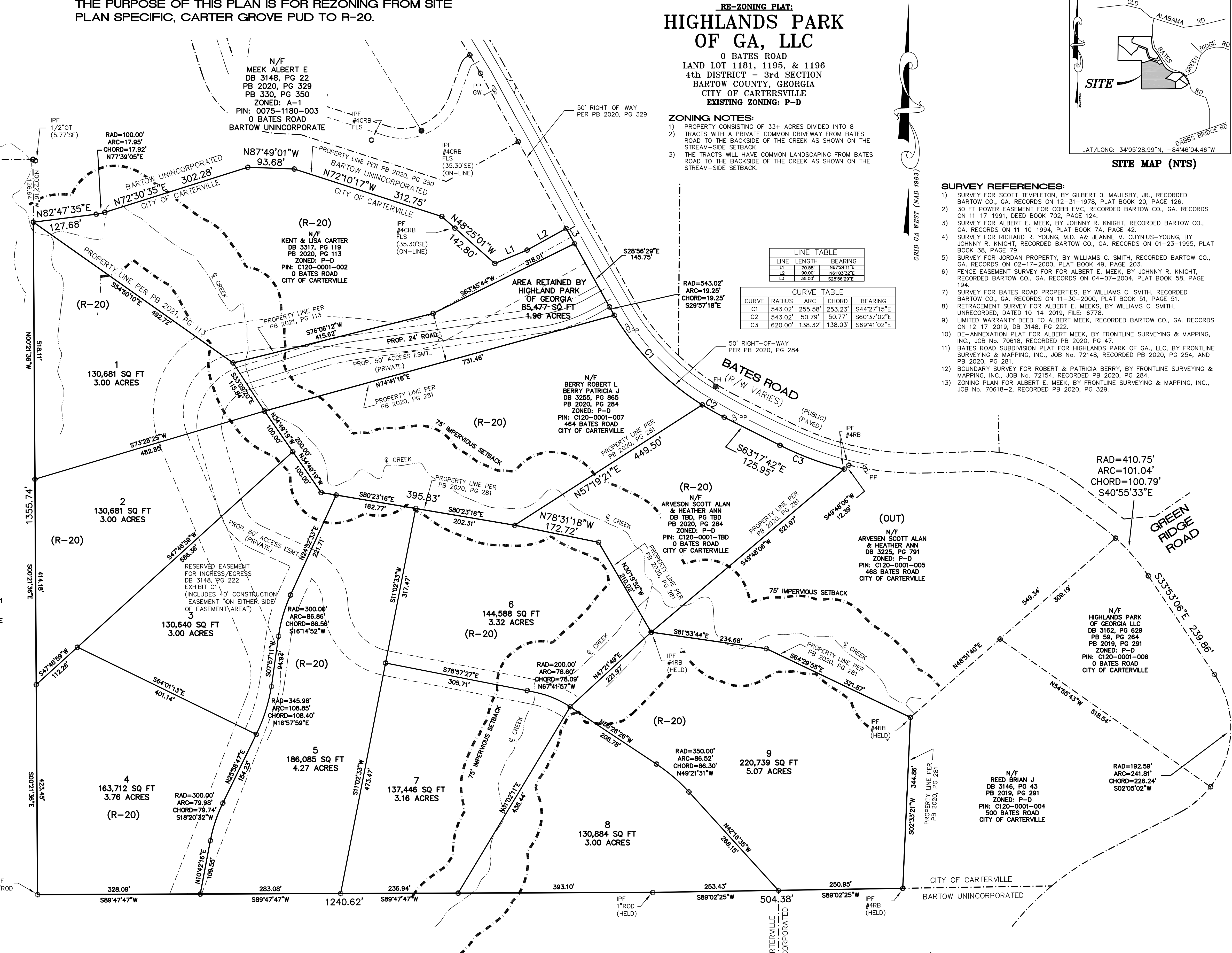
ZONING NOTES: 1) PROPERTY CONSISTING OF 33+ ACRES DIVIDED INTO 8 TRACTS WITH A PRIVATE COMMON DRIVEWAY FROM BATES ROAD TO THE BACKSIDE OF THE CREEK AS SHOWN ON THE STREAM-SIDE SETBACK.

- SURVEY REFERENCES: 1) SURVEY FOR SCOTT TEMPLETON, BY GILBERT O. MAULSBY, JR., RECORDED BARTOW CO., GA. RECORDS ON 12-31-1978, PLAT BOOK 20, PAGE 126.

LINE TABLE and CURVE TABLE with columns for LINE LENGTH, BEARING, CURVE RADIUS, ARC CHORD, and BEARING.

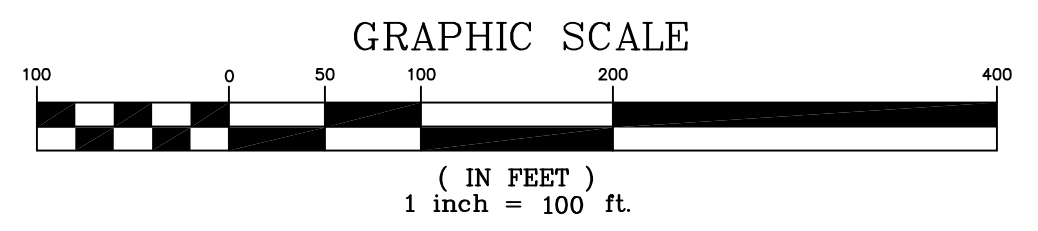
LEGEND: Symbols for various survey features like IRON PIN SET, OPEN TOP PIN, CRIMP TOP PIN, REINFORCING BAR, etc.

- SURVEY NOTES: 1) HORIZONTAL DATUM IS GEORGIA STATE PLANE WEST ZONE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83).



OWNER'S CERTIFICATE: THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY...

SURVEYOR'S CERTIFICATION: AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS...



PRELIMINARY PLAT APPROVAL CERTIFICATE: ALL REQUIREMENTS OF THE CITY OF CARTERSVILLE DEVELOPMENT REGULATIONS RELATIVE TO THE PREPARATION AND SUBMISSION OF A PRELIMINARY PLAT HAVING BEEN FULFILLED...

Vertical information strip on the right side containing: 3595 Canton Road, Suite 116, Marietta, GA 30066; FRONTLINE SURVEYING & MAPPING, INC.; HIGHLANDS PARK OF GA, LLC; 0 BATES ROAD; 4th DISTRICT; 3rd SECTION; BARTOW COUNTY, GEORGIA; DATE: 07/15/22; SCALE: 1" = 100'; and various registration and contact details.



City of Cartersville

PLANNING AND DEVELOPMENT

P.O. Box 1390 • 10 North Public Square • Cartersville, Georgia 30120
Telephone: 770-387-5600 • Fax: 770-387-5605 • www.cityofcartersville.org

July 10, 2020

Mr. Albert Meek
412 Bates Rd.
Cartersville, GA 30120

Mr. Meek,

This letter serves as verification of the outcome of the de-annexation application for 55.23 +/- acres of a total of 101.85 acre tract identified as Tax Parcel C120-0001-002 located along Bates Rd. The de-annexation application, AZ20-02, was **APPROVED** by City Council on July 2nd, 2020.

See attached Ordinance No. 17-20 for language specific to the de-annexation case. No further action is required regarding this application.

If you have any questions, please do not hesitate to contact me.

Sincerely,

David Hardegree, AICP
City Planner
O: 770-387-5614
dhardegree@cityofcartersville.org

Cc: RTerrell

**Ordinance
of the
City of Cartersville, Georgia**

Ordinance No. 17-20

Petition No. AZ20-02

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Albert E Meeks. Property is located on Bates Road. Said property contains 55.23 acres located in the 4th District, 3rd Section, Land Lot(s) 1180,1181,1196 as shown on the attached plat Exhibit "A". De-annexation will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

**First Reading 18th day of June 2020
ADOPTED 2nd day of July 2020 Second Reading.**

/s/ Matthew J. Santini

Matthew J. Santini
Mayor

ATTEST:

/s/ Samantha Fincher

Samantha Fincher
Deputy City Clerk

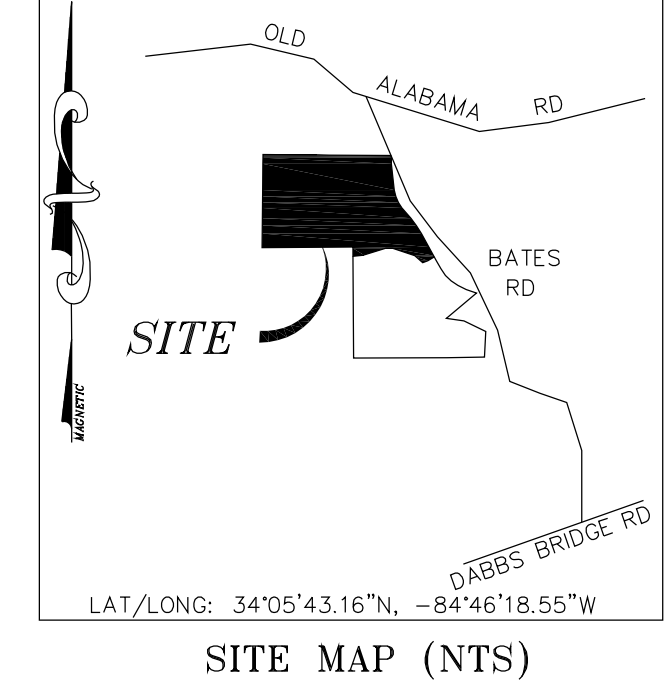


DE-ANNEXATION PLAT FOR: ALBERT E. MEEK 0 BATES ROAD LAND LOT 1180, 1181, & 1196 4th DISTRICT - 3rd SECTION BARTOW COUNTY, GEORGIA CITY OF CARTERSVILLE EXISTING ZONING: P-D PIN: C120-0001-002

THE PURPOSE OF THIS PLAN IS TO SHOW THE AREA FOR DE-ANNEXATION FROM THE INCORPORATED CITY OF CARTERSVILLE TO UNINCORPORATED BARTOW COUNTY.

EXISTING ZONING: P-D PROPOSED ZONING: A-1

CURVE TABLE with columns: CURVE, RADIUS, ARC, CHORD, BEARING. Rows C1, C2, C3, C4.

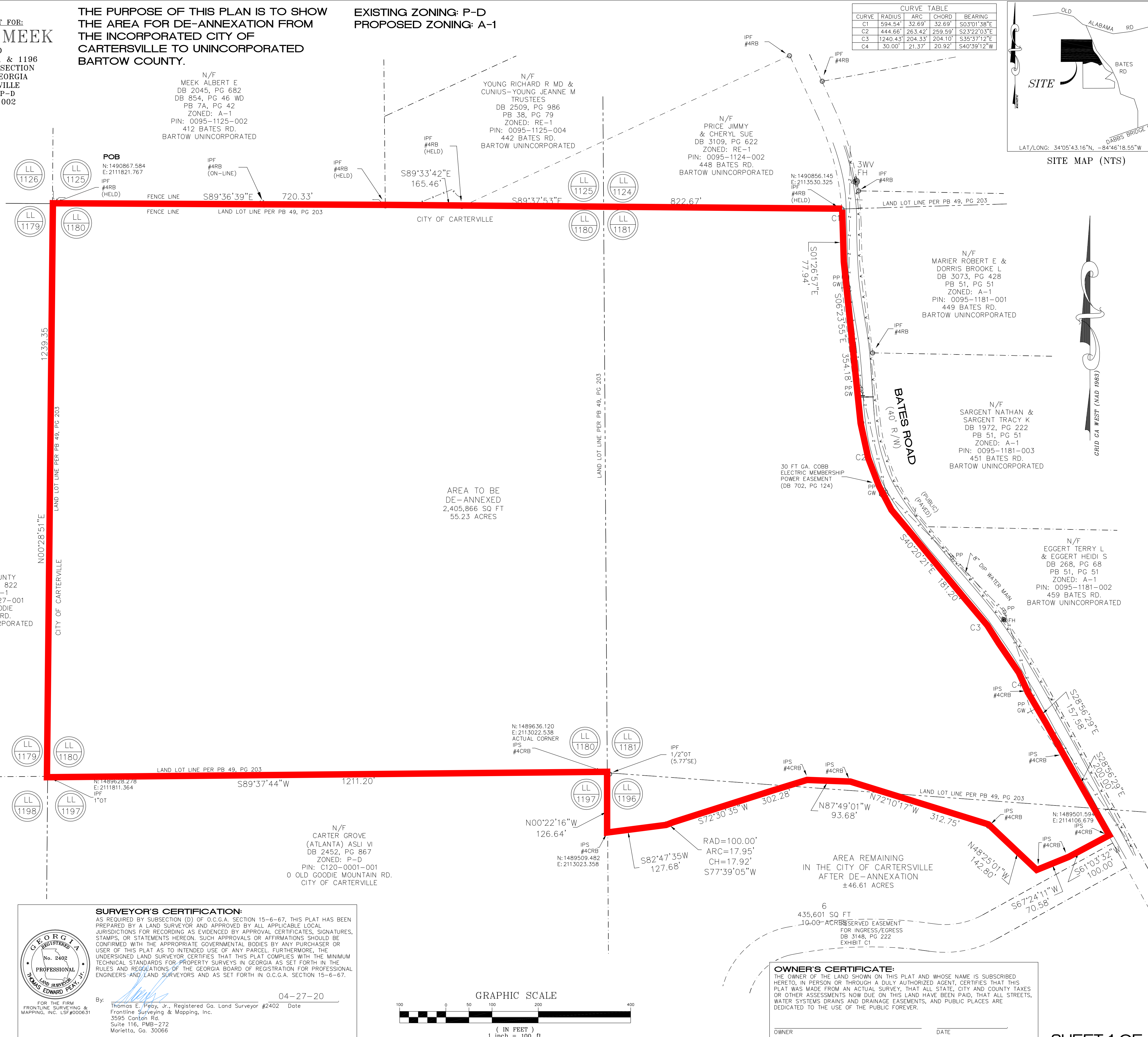


THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

LEGEND table with symbols and descriptions for various survey features like IRON PIN SET, CONCRETE MONUMENT FOUND, etc.

SURVEY NOTES:

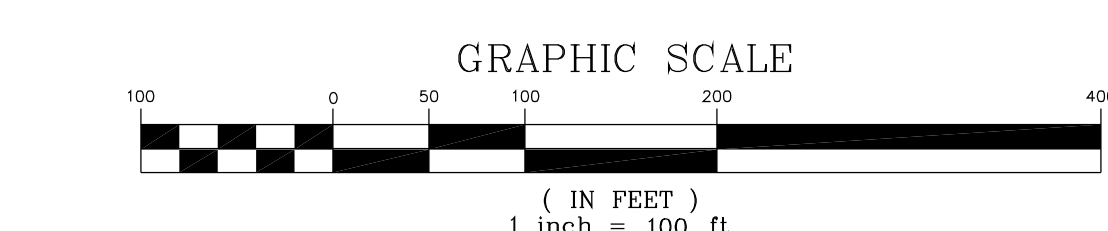
- 1) HORIZONTAL DATUM IS GEORGIA STATE PLANE WEST ZONE COORDINATE SYSTEM... 2) VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988... 3) ALL DEED BOOK REFERENCES SHOWN HEREON ARE RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE OF BARTOW COUNTY, GEORGIA...



AREA TO BE DE-ANNEXED 2,405,866 SQ FT 55.23 ACRES

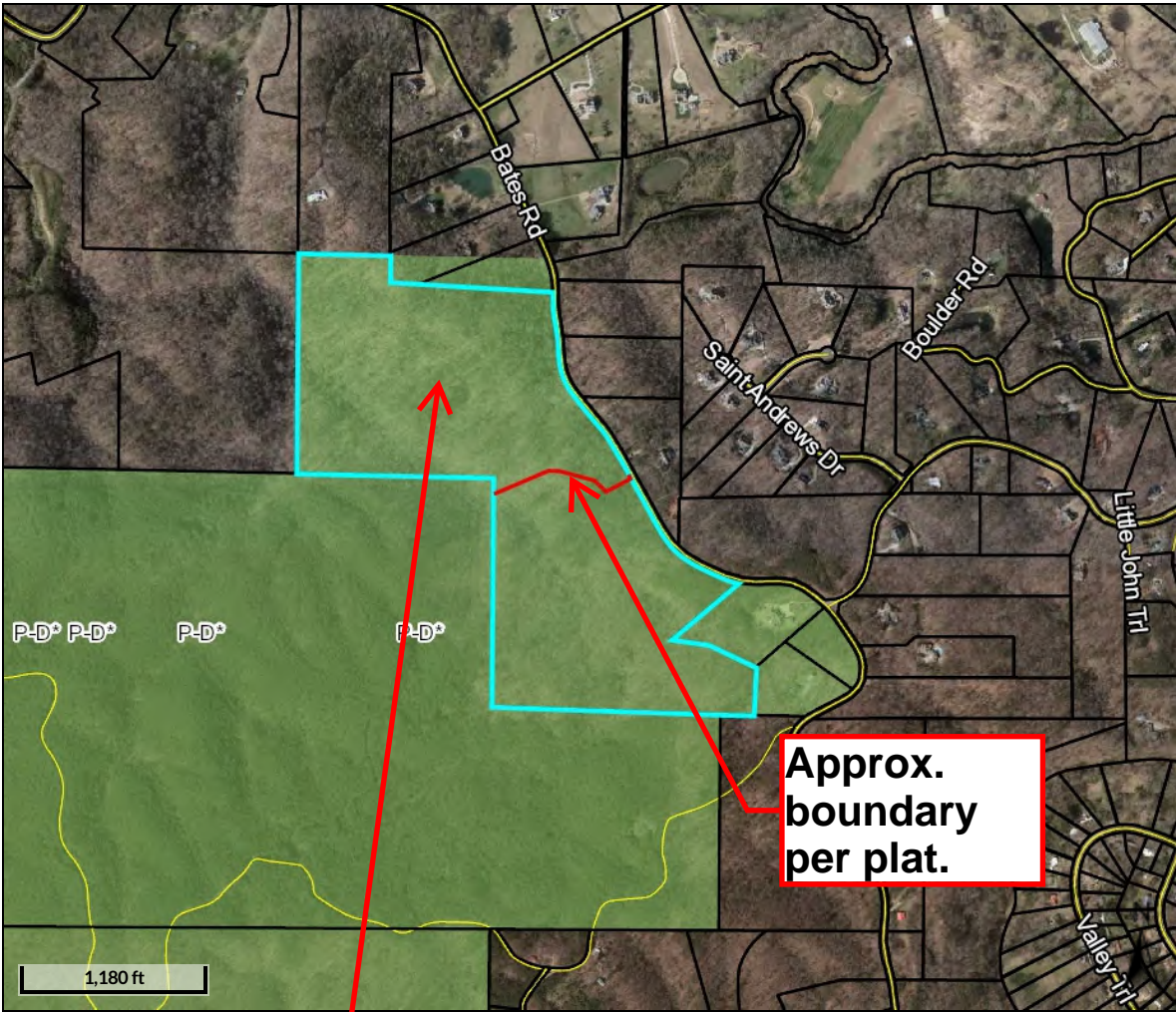
AREA REMAINING IN THE CITY OF CARTERSVILLE AFTER DE-ANNEXATION ±46.61 ACRES

SURVEYOR'S CERTIFICATION: AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON...



OWNER'S CERTIFICATE: THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, THAT ALL STREETS, WATER SYSTEMS DRAINS AND DRAINAGE EASEMENTS, AND PUBLIC PLACES ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER.

Right margin containing: 3595 Canton Road Suite 116, PMB 272 Marietta, GA 30066; FRONTLINE SURVEYING & MAPPING, INC. logo; DE-ANNEXATION PLAT FOR: ALBERT E. MEEK; and a table with columns for DATE, SCALE, REVISION, BLOCK, LOT, SUBDIVISION, PHASE, UNIT.



Overview



Legend

- Parcels
- Roads
- Cartersville Zoning**
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*

**Approx.
boundary
per plat.**

**LOT TO BE
DE-ANNEXED**

Parcel ID C 120-0001-002
 Sec/Twp/Rng n/a
 Property Address BATES RD
 Cartersville

Alternate ID 38636
 Class Agricultural
 Acreage 101.85

Owner Address CARTER GROVE (ATLANTA) ASLI VI
 923 N PENNSYLVANIA AVE
 WINTER PARK FL 32789



BARTOW COUNTY

Steve Taylor, Sole Commissioner

CERTIFIED MAIL # 7006 3450 0001 5974 6687

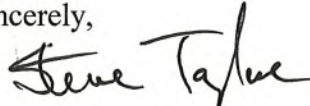
June 2, 2020

Mr. David Hardegree
Planning Department
City of Cartersville
P.O. Box 1390
Cartersville, GA 30120

RE: Request to de-annex approximately 55.236 acres
located on Bates Road (Tax Parcel # C120-0001-002)

David:

This office has reviewed the above referenced de-annexation request and finds no objection to the application. This tract is adjacent to county property that is currently zoned A-1 (Agriculture) and identified on the County's Future Land Use Map as Agricultural.

Sincerely,


STEVE TAYLOR
Sole Commissioner
Bartow County

CB/kg

- c. Brandon Johnson, Zoning Department
- Joe Sutton, Bartow County Road Department
- Cheryl Billard, Voter Registration
- Jarrold Roberts, Tax Assessor
- Melissa Lasebikan, GIS Department



BARTOW COUNTY

Steve Taylor, Sole Commissioner

October 14, 2019

Mr. Randy Mannino, AICP
P.O. Box 13904
10 N. Public Square
Cartersville, GA 30120

Dear Randy,

Bartow County will allow a development fronting on Bates Road in Land Lots 1180, 1181, 1196 and 1195. Under the following conditions:

1. Only one public or private street into a residential development.
2. Public water to be serviced by Bartow County Water System and will be installed at developer's expense.
3. A total maximum of 7 individual curb cuts in addition to the one street.
4. Minimum lot size of 2 acre with an average lot size of 3 acres.
5. Minimum house size for a single-story house will be 3,000 square feet livable area, plus garage area. Minimum house size for a 2-story house will be 4,500 square feet livable area with a minimum of 2,000 square feet footprint plus garage.
6. Architectural plans to be approved by the developer.
7. Restrictive Covenants to be developed by a committee consisting of Bobby L. Terrell, the City of Cartersville Planning Department and a representative chosen by the neighbors along Bates Road.
8. A restrictive Covenant providing that there will be no road access connection to the present or extended Carter Grove Subdivision so that there can be no future connection between the large lot development and the Carter Grove development which is accessed from Dothit Ferry Road.

Sincerely,

Steve Taylor
Sole Bartow County Commissioner

Cc: Albert Meek
Cc: Bobby L. Terrell



Ordinance
of the
City of Cartersville, Georgia
Ordinance No. 22-22
Petition No. Z22-04

NOW BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Cartersville, Georgia, that all that certain tract of land owned by Highlands Park of Georgia, LLC. Property is located Bates Rd (C120-0001-002, C120-0001-1006, C120-0001-007, and C120-0001-009). Said property contains 46.12 acres located in the 4th District, 3rd Section, Land Lots 1180, 1181, 1195, and 1196 as shown on the attached plat Exhibit “A”. Property is hereby rezoned from P-D (Carter Grove Planned Development) to R020 (Single Family Residential) with the following conditions. Zoning will be duly noted on the official zoning map of the City of Cartersville, Georgia.

BE IT AND IT IS HEREBY ORDAINED.

First Reading this 15th day of September, 2022.
ADOPTED this the 6th day of October, 2022. Second Reading.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:

/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	T22-02. Mt. Zion Mission Baptist Church Sign Amendment
DEPARTMENT SUMMARY RECOMMENDATION:	Text Amendment to Chapter 20, Signs and Outdoor Advertising, Article II, Section 20-25 (2)(b) to allow electronic signs on Jones St. within 320ft. of Aubrey St. Planning Commission recommended approval with a vote of 5-0-1.
LEGAL:	N/A

MEMO

To: Planning Commission, Mayor Santini & City Council

From: Randy Mannino and David Hardegree

Date: August 29, 2022

Re: *Text Amendment T22-02. Adding a portion of Jones St. to the allowed streets for electronic freestanding signs.*

Mt. Zion Mission Baptist Church, 167 Jones St., proposes a revision to the Sign Ordinance, *Section 20-25(2)(b), Electronic Freestanding Signs*, to add “Jones St. (within 320ft. of the intersection with Aubrey St.)” as an allowed street for electronic freestanding signs on non-residential use properties. The proposed distance is the approximate distance from Aubrey St. to the southern-most property line. The approx. distance from Aubrey St. to the existing sign is 229ft.

Mt. Zion Mission Baptist Church is proposing this change in order to allow for an updated and more visible sign for their property. The church intends to utilize the existing sign footprint to house the electronic sign. The electronic sign dimensions are proposed at 2ft. x 4ft.

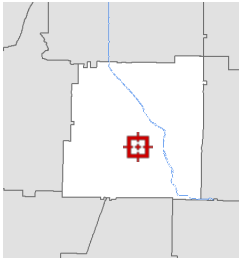
The current sign requirements for a non-residential sign on Jones St. are: a maximum height of 10ft, a maximum total sign area of 32 sq. ft., and a maximum electronic sign area of 50% of the total sign area.

The proposed electronic sign is also required to be at least 100ft. from a residential dwelling. The distance from the existing sign to the closest house on Jones St. is approx. 100ft.



At the time this memo was prepared a survey showing the exact distances had been requested, but not submitted.



Overview



Legend

-  Parcels
-  Roads

Parcel ID	C003-0009-004	Alternate ID	32482	Owner Address	MT ZION BAPTIST CHURCH
Sec/Twp/Rng	n/a	Class	Exempt		147 JONES ST
Property Address	167 JONES ST	Acreage	1.85		CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	LL 381-412 D 4 & P/O LOT 1 SUMMERHILL				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 8/29/2022
 Last Data Uploaded: 8/26/2022 10:31:21 PM

Developed by 


**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

Case Number: T22-02
Date Received: 7-14-2022

Public Hearing Dates:

Planning Commission 9/6/22 5:30pm 1st City Council 9/15/22 7:00pm 2nd City Council 10/6/22 7:00pm

APPLICANT INFORMATION

Applicant (printed name)	<u>YMt Zion Missionary Baptist Church</u>		
Address	<u>147 Jones St (167 per tax record)</u>	Office Phone	<u>770-386-4425</u>
City	<u>Cartersville</u>	State	<u>GA</u>
	Zip	<u>30120</u>	Email
			<u>maricnaveen@yahoo.com</u>
Representative's printed name (if other than applicant)	<u>William F. Swanson III</u>		
	Phone (Rep)	<u>678-464-7514</u>	
	Email (Rep)	<u>maricnaveen@yahoo.com</u>	
Representative Signature	<u>[Signature]</u>		
	Applicant Signature	<u>[Signature]</u>	
Signed, sealed and delivered in presence of:	My commission expires:		
<u>[Signature]</u>	<u>10/6/2025</u>		
Notary Public			

1. Existing Text to be Amended:

Article 11, Section 20-25, Subsection (2)B

Existing Text Reads as Follows:
See Attached

2. Proposed Text:

Proposed Text Reads as Follows: Allow 2x4 electronic message sign along Jones st. within 320 ft of the intersection of Aubrey St.

(Continue on additional sheets as needed)

All signs under this section require a permit.

- (1) *Location.* If a lot has more than one (1) street frontage and a freestanding sign is proposed on each street, then the freestanding sign allowed on each frontage can be no closer to the intersection of said streets than half the distance of the frontage on each street.
- (2) *Electronic freestanding signs.*
 - a. Electronic freestanding signs which are directly illuminated; exhibit animation; blink; change copy; display moving pictures or images; flash; contain light emitting diode (LED); and/or contain liquid crystal display (LCD) shall be prohibited for residential use properties and the downtown business district (DBD).
 - b. Electronic freestanding signs on nonresidential use properties shall be prohibited except when located adjacent to one (1) of the following roads:
 1. Burnt Hickory Rd. (beginning at, and including, the intersection with West Ave. and running north).
 2. Cassville Rd. (beginning at, and including, the intersection with North Erwin St. and running northwest).
 3. Church St. (beginning at, and including the intersection with North Tennessee St. and running east).
 4. Collins Dr.
 5. Douthit Ferry Rd. (beginning at, and including, the intersection with West Ave. and running south until, and including, intersection with Indian Mounds Rd.).
 6. E. Main Street, stationary electronic sign only (beginning at US 41 and running east to the east side of the I-75 interchange).
 7. Felton Rd. (beginning at, and including, the intersection with Tennessee St. and running east until, and including, the intersection with US 41).
 8. Gentilly Blvd.
 9. Grassdale Rd. (beginning at, and including, the intersection with US 41 and running north).
 10. Henderson Dr.
 11. Martin Luther King Jr, Drive (Between Roosevelt St. and Felton St.).
 12. Old Mill Rd. (beginning at, and including, the intersection with Henderson Dr. and running west).
 13. State Route 20.
 14. Tennessee St.

15. US 41 and corresponding frontage roads.
 16. US 411 and corresponding frontage roads.
 17. West Ave. (beginning five hundred (500) feet northeast of the intersection with Henderson Dr. as measured from the centerline of Henderson Dr. at West Ave., and running southwest).
- c. Electronic freestanding signs, including animated illumination or effects; electronic sign; electronic sign, stationary; and/or flashing as defined herein, shall in no case exceed fifty (50) percent of total sign face.
 - d. No more than one (1) electronic freestanding sign may exist on a single lot.
 - e. No electronic freestanding sign may be located within one hundred (100) feet of a single-family residential dwelling.
 - f. Any permit for an electronic freestanding sign shall include a maximum number of displays per cycle for the structure. No more than six (6) displays per minute shall be allowed, and each display shall not change more frequently than once every ten (10) seconds.
 - g. Such displays shall contain static messages only, changed instantaneously, through dissolve or fade transitions, or other subtle transitions that do not have the appearance of moving text or images. In any event, such signs may not have movement, or the appearance of or illusion of movement, of any part of the sign structure, design or pictorial segment of the sign, including the movement of any illumination or the flashing, scintillating, or varying of light intensity.
 - h. All such signs shall be programmed to automatically freeze in a single display in the event of a malfunction or computer/system error.
 - i. The planning and development department shall be provided with an on-call contact person and phone number for each permitted electronic freestanding sign. The contact person must have the ability and authority to make immediate modifications to the displays and lighting levels should the need arise. In the event the contact person is unobtainable or unresponsive, the permit holder grants to the planning and development department the authority to access and disable the sign in cases of emergency or when the sign poses a threat to public safety.
 - j. All new electronic freestanding sign installations are required to submit to the city a report certifying that the daytime and nighttime light levels are compliant with the brightness level requirements stated in item (k) below.
 - k. Each sign must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change to ensure the brightness is decreased in low light situations. Brightness levels may not exceed more than two-tenths (0.20) foot

candles above ambient light levels (at measurement condition distance of one hundred twenty-five (125) feet.

- l. If the sign is located in the line of sight of a residential dwelling, such sign shall not operate at brightness levels of more than one-tenth (0.1) foot candles above ambient light levels (at measurement conditions) as measured to the nearest property line of the residential dwelling from the electronic sign.
 - m. In the course of investigating a brightness complaint, the planning and development department may request a certification of the brightness (under measurement conditions) by an independent contractor, if the sign has not been certified within the preceding twelve (12) months. If the investigation and certification indicate that the sign exceeds the brightness levels specified in this chapter, the owner of the sign shall turn off the sign until the brightness of the sign is brought into compliance with this chapter within twenty-four (24) hours of a request. Compliance with these requirements will be at the owner's expense.
- (3) *Nonresidential use properties.* Freestanding signs in all nonresidential use properties except DBD shall comply with the following table of regulations:

FREESTANDING SIGN REGULATIONS FOR NONRESIDENTIAL USE PROPERTIES

Location of Property Frontage	Maximum Number and Size of Sign	Maximum Height of Sign
<ul style="list-style-type: none"> - East Main St./State Route 113 (beginning at, and including, U.S. 41 and running east) - State Route 20 - U.S. 41 and corresponding frontage roads - U.S. 411 and corresponding frontage roads - West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest) 	<p>One (1) sign on each property frontage with maximum 120 square feet sign area.</p> <p>Freestanding signs on all outparcel lots shall be a maximum of fifty (50) square feet in area and a maximum fifteen (15) feet in height.</p>	<p>20 feet</p>

- Burnt Hickory Rd. (beginning at, and including, the intersection with West Ave. and running north)
- Cassville Rd. (beginning at, and including, the intersection with North Erwin St. and running northwest)
- Church St. (beginning at, and including the intersection with North Tennessee St. and running east)
- Collins Dr.
- Douthit Ferry Rd. (beginning at, and including, the intersection with West Ave. and running south until, and including, the intersection with Pine Grove Rd.)
- East Main St. (beginning at, and including, the intersection with Tennessee St. and running east to the intersection with U.S. 41)
- Felton Rd. (beginning at, and including, the intersection with Tennessee St. and running east until, and including, the intersection with Roving Rd.)
- Gentilly Blvd.
- Grassdale Rd. (beginning at, and including, the intersection with U.S. 41 and running north)
- Henderson Dr.
- Old Mill Rd. (beginning at, and including, the intersection with Henderson Dr. and running west)
- Tennessee St.

One (1) sign on each property frontage with maximum fifty (50) square feet sign area.

15 feet

Freestanding signs on all outparcel lots shall be a maximum of fifty (50) square feet in area and a maximum ten (10) feet in height.

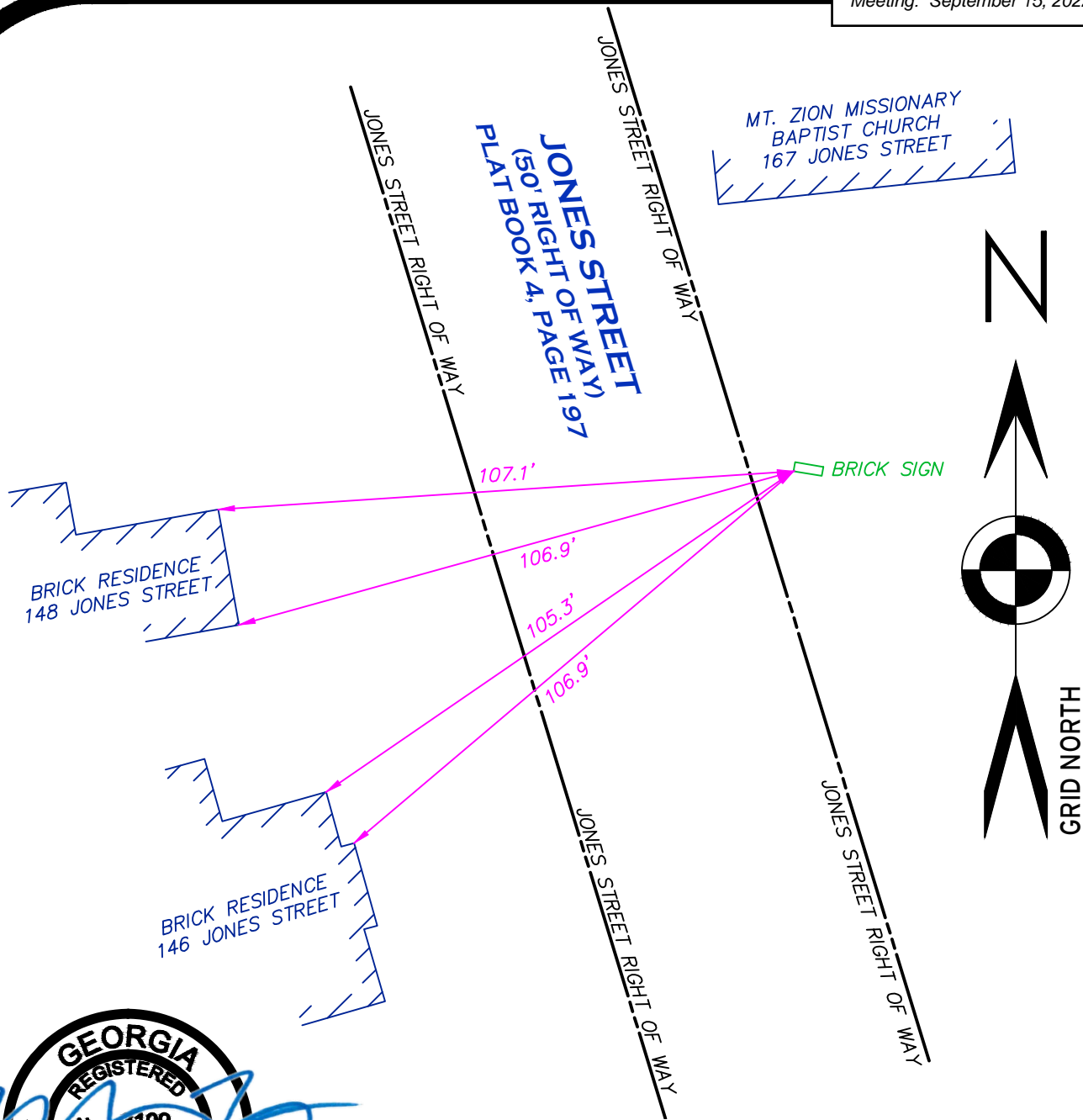
All other streets not listed above	One (1) freestanding sign shall be allowed on each property frontage and shall have a maximum sign area of thirty-two (32) square feet.	10 feet
------------------------------------	---	---------

(4) *Residential use properties.* Freestanding signs for all residential use properties shall not be directly illuminated, and shall comply with the following tables of regulations:

FREESTANDING SIGN REGULATIONS FOR RESIDENTIAL USE PROPERTIES

Property Frontage Location and Development Type	Maximum Number and Size of Sign	Maximum Height of Sign
Individual lots on all streets	One (1) freestanding sign shall be allowed on each property frontage and shall have a maximum sign area of six (6) square feet	4 feet
Residential subdivisions and/or developments on all streets	Two (2) subdivision or entrance signs per entrance shall be allowed into any subdivision or development and shall have a maximum sign area of thirty-two (32) square feet	6 feet

(Ord. No. 26-12, 5-3-12; Ord. No. 01-15, § 6, 3-5-15; Ord. No. 10-18, §§ 1, 2, 4-19-18; Ord. No. 12-18, § 1, 6-7-18; Ord. No. 34-19, § 1, 9-5-19)



SIGN DISTANCE VERIFICATION SURVEY
MT. ZION MISSIONARY BAPTIST CHURCH
167 JONES STREET
CARTERSVILLE, GA 30120

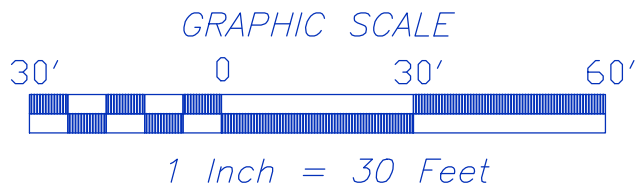
LAND LOTS 381 & 412, 4TH DISTRICT, BARTOW COUNTY

JOB #: 223982

DATE: SEPTEMBER 1, 2022



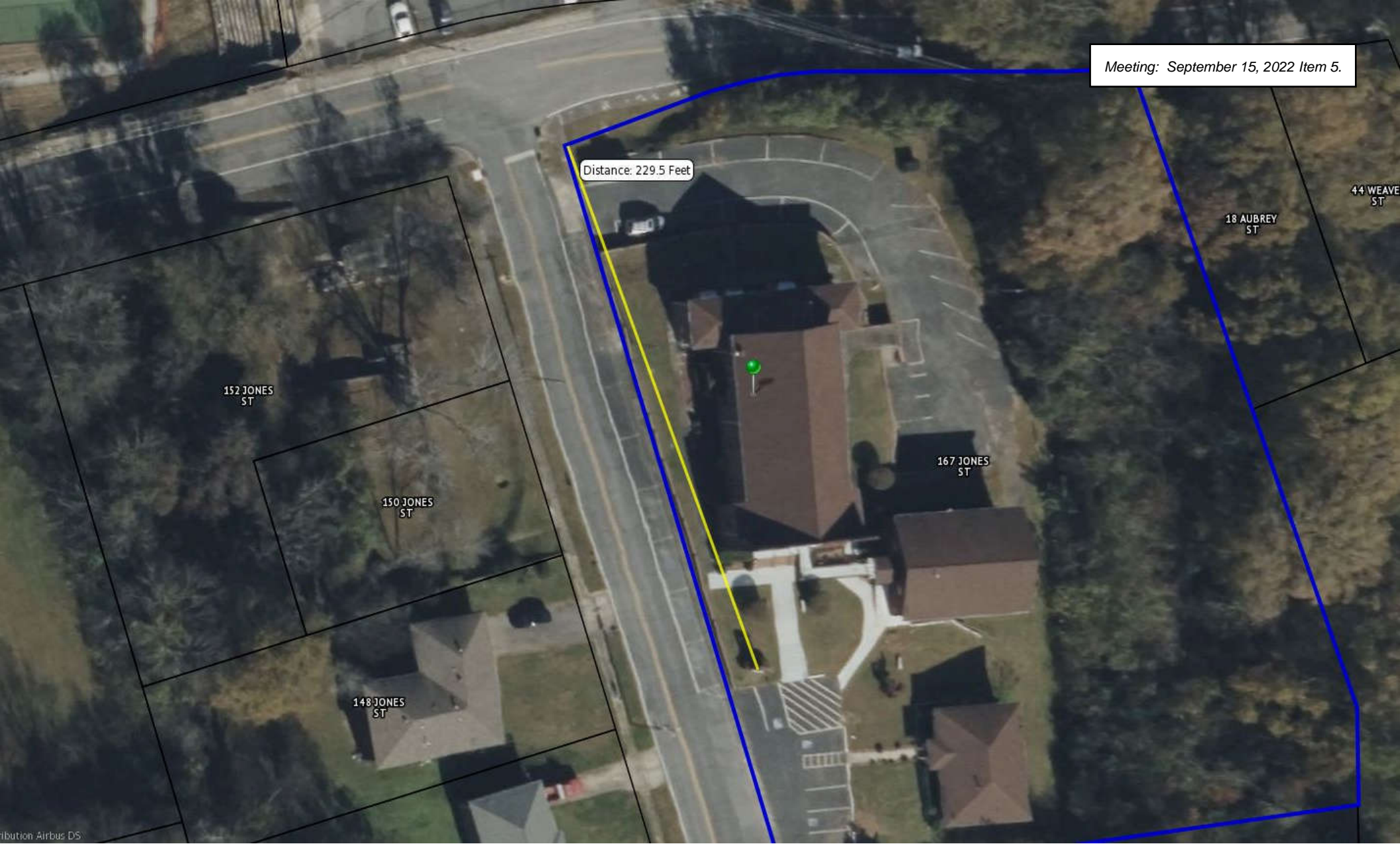
Lowery & Associates
LAND SURVEYING, LLC
 317 GRASSDALE ROAD
 CARTERSVILLE, GA 30121
 770-334-8186
 WWW.LOWERYLANDSURVEYS.COM
 INFO@LOWERYLANDSURVEYS.COM
 GEORGIA C.O.A.: LSF-001102



Click a starting point.

Meeting: September 15, 2022 Item 5.





Distance: 229.5 Feet

152 JONES ST

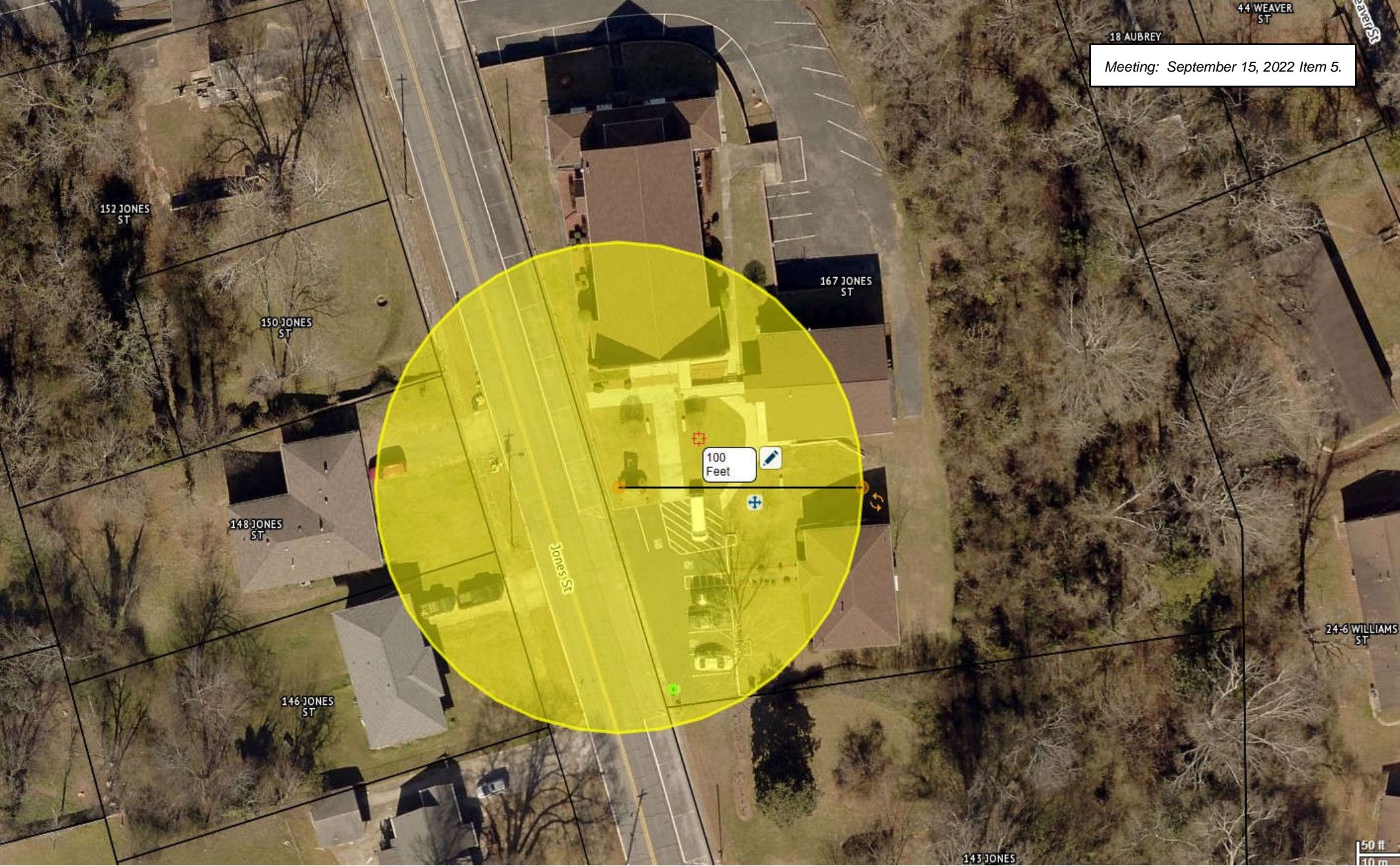
150 JONES ST

148 JONES ST

167 JONES ST

18 AUBREY ST

44 WEAVER ST







Ordinance No. xx-22

Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 20, SIGNS AND OUTDOOR ADVERTISING, ARTICLE II- SIGN ORDINANCE, SECTION 20-25, FREESTANDING SIGNS, SUBSECTION (2), ELECTRONIC FREESANDING SIGNS, is hereby amended by deleting the section (b) in its entirety and replacing it as follows:

- b. Electronic freestanding signs on nonresidential use properties shall be prohibited except when located adjacent to one (1) of the following roads:
 1. Burnt Hickory Rd. (beginning at, and including, the intersection with West Ave. and running north).
 2. Cassville Rd. (beginning at, and including, the intersection with North Erwin St. and running northwest).
 3. Church St. (beginning at, and including the intersection with North Tennessee St. and running east).
 4. Collins Dr.
 5. Douthit Ferry Rd. (beginning at, and including, the intersection with West Ave. and running south until, and including, intersection with Indian Mounds Rd.).
 6. E. Main Street, stationary electronic sign only (beginning at US 41 and running east to the east side of the I-75 interchange).
 7. Felton Rd. (beginning at, and including, the intersection with Tennessee St. and running east until, and including, the intersection with US 41).
 8. Gentilly Blvd.
 9. Grassdale Rd. (beginning at, and including, the intersection with US 41 and running north).
 10. Henderson Dr.
 11. Jones St. (within 320ft. of the intersection with Aubrey St.)
 12. Martin Luther King Jr, Drive (Between Roosevelt St. and Felton St.).
 13. Old Mill Rd. (beginning at, and including, the intersection with Henderson Dr. and running west).
 14. State Route 20.
 15. Tennessee St.
 16. US 41 and corresponding frontage roads.
 17. US 411 and corresponding frontage roads.
 18. West Ave. (beginning five hundred (500) feet northeast of the intersection with Henderson Dr. as measured from the centerline of Henderson Dr. at West Ave., and running southwest).

2.

It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING:	September 15, 2022
SECOND READING:	October 6, 2022

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	First Reading of Ordinances
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	T22-03. Tilley Holdings LLC. Electronic Billboard Amendment
DEPARTMENT SUMMARY RECOMMENDATION:	Text Amendment to Chapter 20, Signs and Outdoor Advertising, Article II, Section 20-29 (B)(2)(a) to allow electronic billboards on Old Mill Rd. (beginning at the centerline of the Old Mill Rd right-of-way intersection with the Erwin St. center line and continuing west a distance of 1000 ft.). Applicable to billboards signs existing as of July 26, 2022. Planning Commission recommends approval 5-0-1.
LEGAL:	N/A

MEMO

To: Planning Commission, Mayor Santini & City Council

From: Randy Mannino and David Hardegree

Date: August 29, 2022

Re: *Text Amendment T22-03. Adding a portion of Old Mill Rd. to the list of allowed streets for electronic billboard signs.*

Tilley Holdings, LLC owns and operates an existing, two-sided, static billboard on property identified as 124 Old Mill Rd. This billboard and the associated property is approx. 700ft. from the intersection of Old Mill Rd and S. Erwin St. The billboard was erected prior to adoption of the sign ordinance (2012) and is considered legal, non-conforming. Variance, V06-22, approved 7/17/06, allowed the billboard to be installed with reduced setbacks.

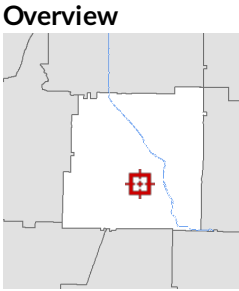
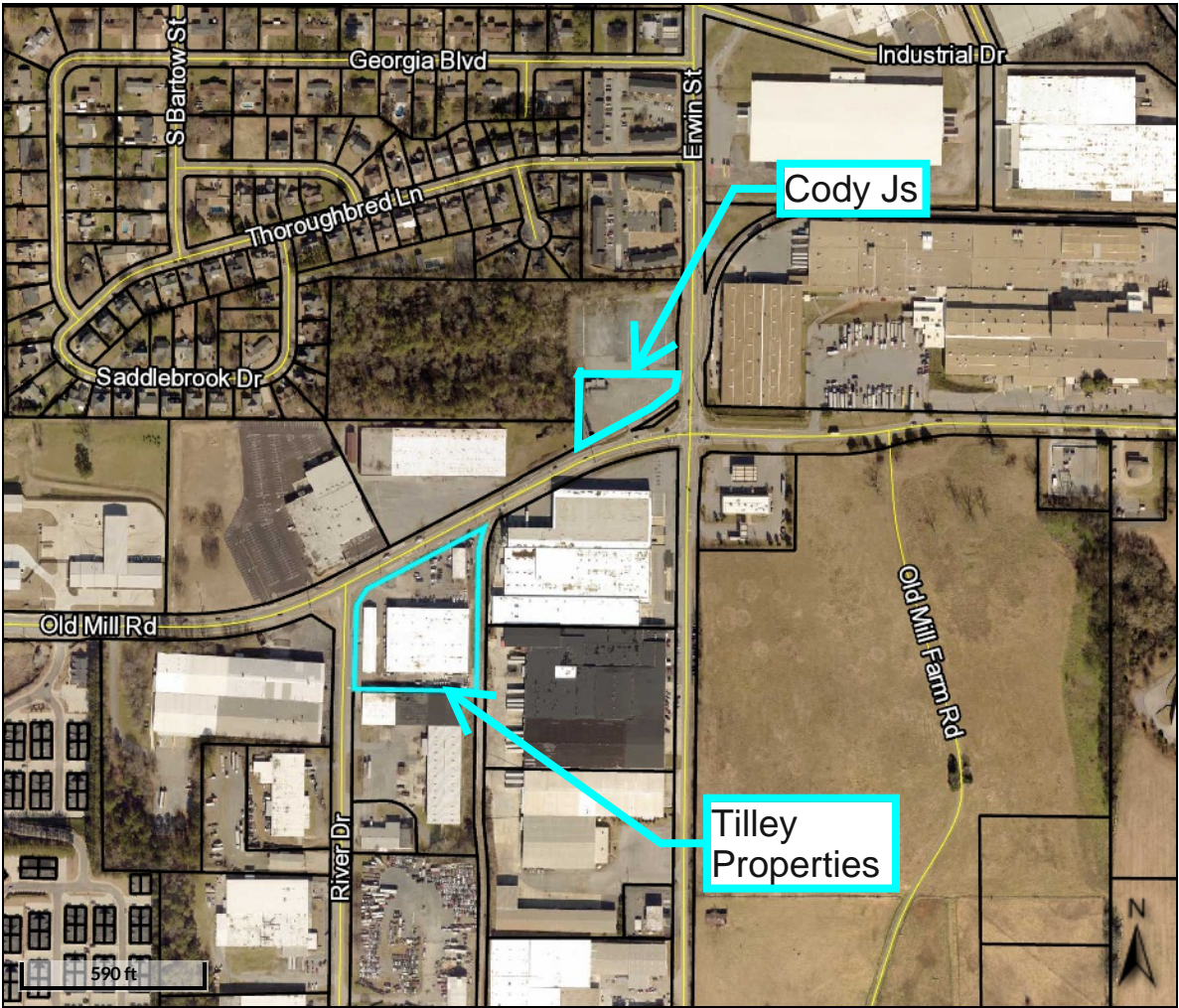
There is also an existing two-sided, double stacked, static billboard on the Cody Js restaurant site located at 675 S. Erwin St. This billboard is legal, non-conforming, located adjacent to Old Mill Rd and approx. 300 ft. from the intersection of Old Mill Rd and S. Erwin St. The separation distance between the Tilley Holdings, LLC billboard and the Cody Js billboards is approx. 500ft.

Tilley Holdings, LLC, proposes an amendment to the Sign Ordinance, Section 20-29, Billboards, (b)(2), Electronic Billboards, to add the following as an allowed street for electronic billboard signs:

“Old Mill Rd. (beginning at the centerline of the Old Mill Rd right-of-way intersection with the Erwin St. center line and continuing west a distance of 1000 ft. Applicable to billboards signs existing as of July 26, 2022).”

Currently, electronic billboards are only allowed along state highways and must be 5,000 ft. from other electronic billboards.

The existing billboard is more than the required 500ft. separation distance from residential zoning districts. The billboard is generally surrounded by Industrial zoning and uses.



Legend
 □ Parcels
 — Roads

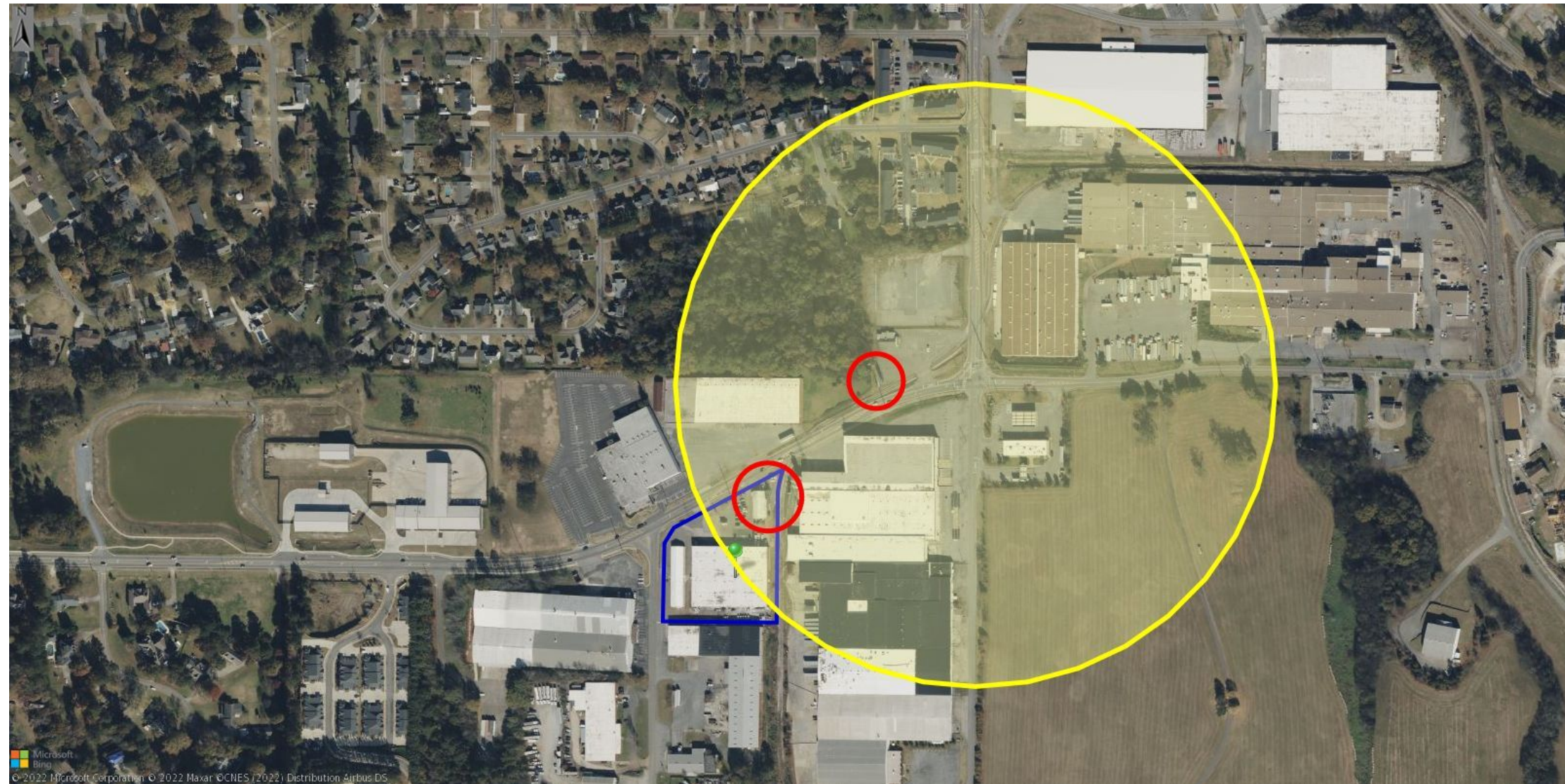
Parcel ID	C019-0005-001	Alternate ID	34555	Owner Address	TILLEY HOLDINGS LLC
Sec/Twp/Rng	n/a	Class	Industrial		EVANS KEVIN CARL
Property Address	124 OLD MILL RD	Acreage	3.12		917 N TENNESSEE ST
					CARTERSVILLE, GA 30120
District	Cartersville				
Brief Tax Description	124 OLD MILL RD				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 8/30/2022
 Last Data Uploaded: 8/29/2022 10:00:32 PM

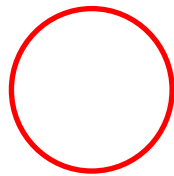
Developed by 

T22-03_1000ft. radius

Meeting: September 15, 2022 Item 6.

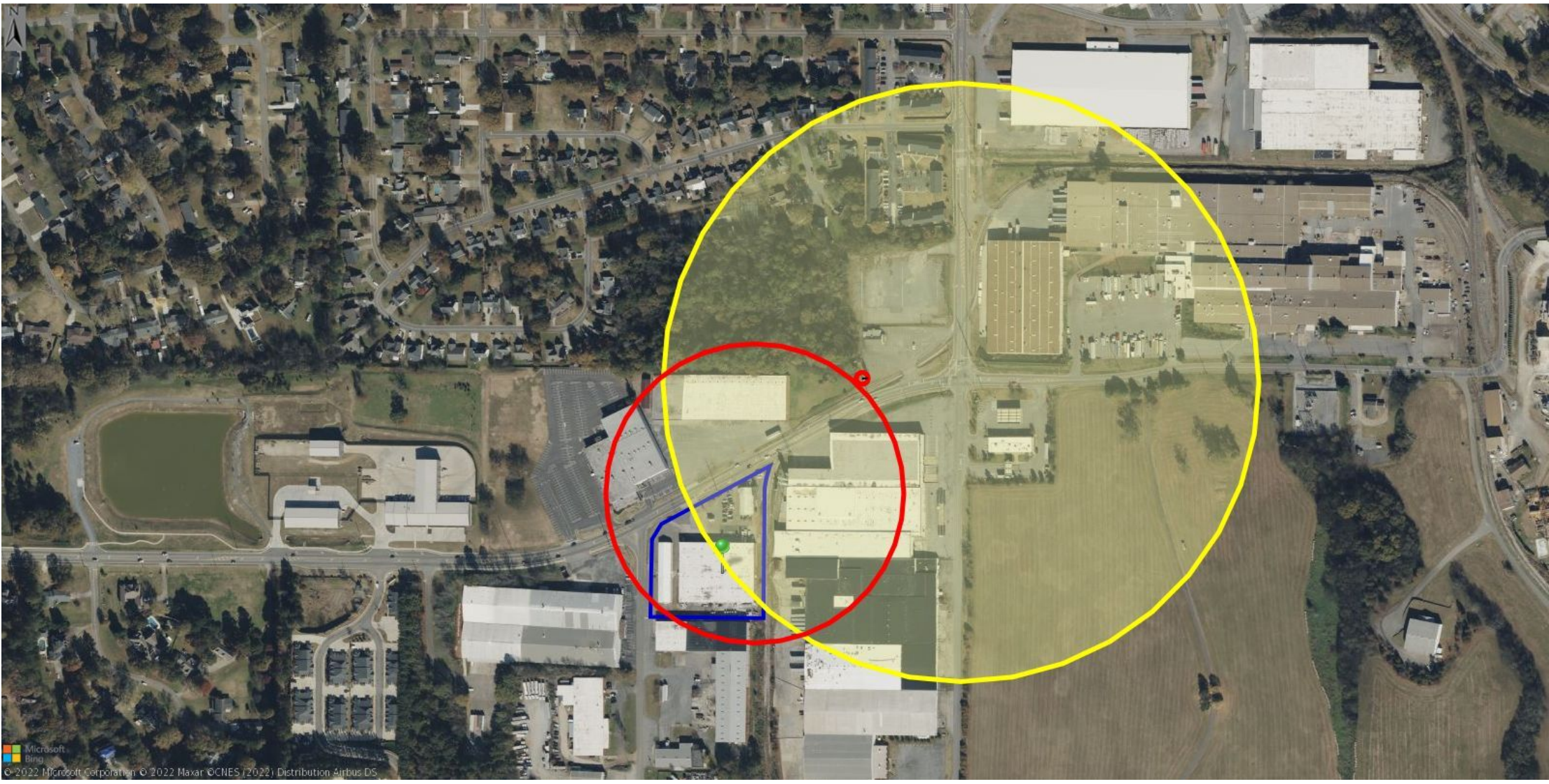


© 2022 Microsoft Corporation © 2022 Maxar © CNES (2022) Distribution Airbus DS



500ft radius_Tilley Billboard Residential Setback

Meeting: September 15, 2022 Item 6.



**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

Case Number: 122-03
Date Received: 7/26/22

Public Hearing Dates:

Planning Commission 9/6/22 5:30pm 1st City Council 9/15/22 7:00pm or 9am 2nd City Council 10/6/22 7:00pm

APPLICANT INFORMATION

Applicant <small>(printed name)</small>	<u>Tilley Holdings, LLC</u>	Office Phone	<u>770 386 0040</u>
Address	<u>917 N. Tennessee St</u>	Mobile/ Other Phone	
City	<u>Cartersville</u>	State	<u>GA</u>
		Zip	<u>30120</u>
		Email	<u>bethtilley@bellsouth.net</u>
Representative's printed name (if other than applicant)	<u>Robert Walker</u>	Phone (Rep)	<u>(770) 387-1373</u>
		Email (Rep)	<u>rwalker@jbcwpc.com</u>
Representative Signature		Applicant Signature	
Signed, sealed and delivered in presence of:		My commission expires:	
Notary Public			

1. Existing Text to be Amended:

Code of Ordinances
Article Chapter 20, Section 20-29, Subsection (b)(2.)a.
Article II.

Existing Text Reads as Follows: _____

2. Proposed Text: Add the following text:

Proposed Text Reads as Follows: 6. Old Mill Road (beginning at the center line of the Old Mill Road right-of-way intersection with the Erwin Street center line and continuing west a distance of 1000 feet.) Applicable to billboard signs existing (Continue on additional sheets as needed) as of July 26, 2022.

**Application for Text Amendment(s)
To Zoning Ordinance
City of Cartersville**

Case Number: _____

Date Received: _____

3. Reason(s) for the Amendment Request: To allow an existing billboard sign located 126 Old Mill Road to be converted to an electronic (digital) billboard sign.

(Continue on additional sheets as needed)

**REQUIREMENTS FOR FILING
AN APPLICATION FOR TEXT AMENDMENT(S)
CITY OF CARTERSVILLE, GA**

Completed applications must be submitted to the City of Cartersville Planning & Development Department, located at 10 N. Public Square, 2nd Floor. Cartersville, GA 30120.

Requirements

1. **Completed Application:** Include all signatures. Complete items 1, 2 and 3.
2. **Filing Fee:** A non-refundable filing fee of \$400.00 must accompany the completed application.
3. **Public Notice Fee (Optional):** The applicant may choose to have city staff prepare and manage the public notification process outlined in **Requirement 4** below. If this option is requested, there is an additional, non-refundable fee of \$30.00 which covers the cost of the newspaper ad.
4. **Public Notification:** The applicant is responsible for the following **public notification** process unless the applicant has requested that staff manage this process as outlined in **item 4** above:
 - a. Not less than fifteen (15) days and not more than forty-five (45) days prior to the scheduled date of the public hearing being the final action by the City Council and not less than ten (10) days prior to the Planning Commission meeting, a **notice of public hearing** shall be published in the legal notice section of the Daily Tribune newspaper within the City of Cartersville. Such notice shall state the application file number, and shall contain the location of the property, its area, owner, current zoning classification, and the proposed zoning classification. Such notice shall include both the Planning Commission and the City Council meeting dates. (See attached Notice of Public Hearing).

V04-23 - Jeff.

V06-2

Meeting: September 15, 2022 Item 6.

David Hardegree

From: David Hardegree
Sent: Friday, July 22, 2022 9:02 AM
To: 'Greg Frisbee'
Subject: RE: [EXTERNAL] Sign Ordinance Text Amendment

The language is fine.

From: Greg Frisbee <gregfrisbee1960@gmail.com>
Sent: Tuesday, July 19, 2022 12:19 PM
To: David Hardegree <dhardegree@cityofcartersville.org>
Subject: [EXTERNAL] Sign Ordinance Text Amendment

CAUTION! : This email originated from outside the City of Cartersville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Sender: gregfrisbee1960@gmail.com

Hello David,
Tilley Properties, Applicant, would like to submit an application for a text amendment to the City of Cartersville Sign Ordinance.

We would like to propose the following text amendment:
City of Cartersville Sign Ordinance, Section 20-29 BillBoards
Paragraph (a.)

existing = legal

Add a number (6.) to read as follows:


"Old Mill Road (beginning at the centerline of the Old Mill Road right -of-way intersection with the Erwin Street centerline and continuing west a distance of 1000 feet."

Also Section (b.) (2.) Electronic Billboards

Add a number (6.) to read as follows:

"Old Mill Road (beginning at the centerline of the Old Mill Road right-of-way intersection with the Erwin Street centerline and continuing west a distance of 1000 feet."

Thanks David.
Greg

- (a) Billboards shall be allowed, in addition to freestanding signs, on nonresidential use properties adjacent to only the following roads:
 - (1) State Route 20.
 - (2) U.S. 41 and corresponding frontage roads.
 - (3) U.S. 411 and corresponding frontage roads.
 - (4) West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).
 - (5) State Route 113 (beginning at the centerline of the I-75 Right-of-Way intersection with the GA Hwy 113 centerline and continuing west a distance of 2,700 feet radially; provided however, that this section shall supersede any conditions placed on billboards in this geographic location).
- (b) Billboards require a permit to be erected, and shall comply with the following regulations:
 - (1) *General standards.*
 - a. Shall be allowed a maximum sign area of three hundred (300) square feet.
 - b. Shall not exceed a height of thirty (30) feet. Height shall be measured from the nearest road grade elevation.
 - c. Shall be set back at least fifty (50) feet from the right-of-way of a public street or highway and twenty-five (25) feet from all property lines and buildings on the site.
 - d. Shall be a minimum of five hundred (500) feet from a residential zoning district.
 - e. Shall be a minimum of one thousand five hundred (1,500) feet from all other billboards. Distance shall be measured from one (1) billboard to another on the same road.
 - f. Shall not be visible from or located along Interstate Highway 75.
 - g. Shall not be attached to or painted directly on any building or any other natural or manmade structure or object other than the supporting structure specifically built for said sign.
 -  (2) *Electronic billboards.*
 - a. Billboard which are directly illuminated, exhibit animation; blink, change copy, display moving pictures or images, flash, contain light emitting diode (LED), and/or contain liquid crystal display (LCD) shall be prohibited except when located adjacent to one of the following roads:
 - 1. State Route 20.
 - 2. U.S. 41 and corresponding frontage roads.
 - 3. U.S. 411 and corresponding frontage roads.
 - 4. West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).
 - 5. State Route 113 (beginning at the centerline of the I-75 Right-of-Way intersection with the GA Hwy 113 centerline and continuing west a distance of 2,700 feet radially; provided however, that this section shall supersede any conditions placed on billboards in this geographic location).
 - b. Shall be a minimum of five thousand (5,000) feet from all other electronic billboards and a minimum of one thousand five hundred (1,500) feet from nonelectronic billboards.

- c. Any permit for an electronic billboard shall include a maximum number than six (6) displays per minute shall be allowed, and each display shall not change more frequently than ten (10) seconds.
 - d. Such displays shall contain static messages only, changed instantaneously, through dissolve or fade transitions, or other subtle transitions that do not have the appearance of moving text or images. In any event, such billboards may not have movement, or the appearance of or illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign, including the movement of any illumination or the flashing, scintillating, or varying of light intensity.
 - e. All such billboards shall be programmed to automatically freeze in a single display in the event of a malfunction or computer/system error.
 - f. The planning and development department shall be provided with an on-call contact person and phone number for each permitted electronic billboard. The contact person must have the ability and authority to make immediate modifications to the displays and lighting levels should the need arise. In the event the contact person is unobtainable or unresponsive, the permit holder grants to the planning and development department the authority to access and disable the sign in cases of emergency or when the sign poses a threat to public safety.
- (3) *Nonconforming billboards.* Billboard signs legally existing on the date of adoption of this article may be continued even though such signs do not conform to this provision. Such nonconforming signs shall not be expanded, relocated or replaced by another nonconforming sign, except that the substitution of interchangeable poster panels, painted boards or demountable material on nonconforming signs shall be allowed. No such nonconforming sign shall continue after the discontinuance of the nonconforming use for a period of six (6) months.

(Ord. No. 26-12, 5-3-12; Ord. No. 29-18, § 1, 11-1-18)



Cartersville, Georgia

Old Mill Rd @ S. Erwin St. View west

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Image capture: Jun 2022 © 2022 Google

Google

Street View - Jun 2022

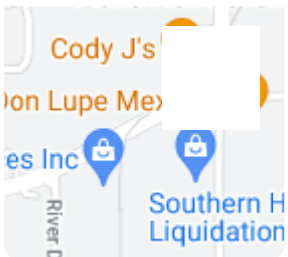


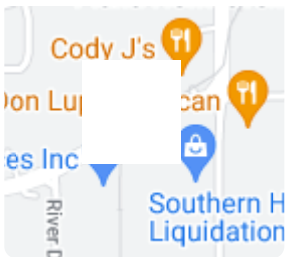


Image capture: Jun 2022 © 2022 Google

Cartersville, Georgia

Google

Street View - Jun 2022





131 Old Mill Rd

Old Mill Rd. View east to S. Erwin St. Approx. 1000ft from S. Erwin St.

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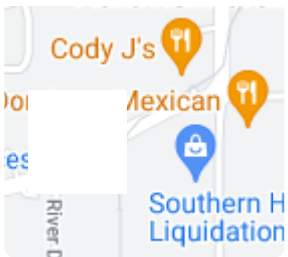


Image capture: Jun 2022 © 2022 Google

Cartersville, Georgia

Google

Street View - Jun 2022



Now be it and it is hereby ordained by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 20, SIGNS AND OUTDOOR ADVERTISING, ARTICLE II- SIGN ORDINANCE, SECTION 20-29, BILLBOARDS, SUBSECTION (B) (2), ELECTRONIC BILLBOARDS, is hereby amended by deleting section (a) in its entirety and replacing it as follows:

a. Billboard which are directly illuminated, exhibit animation; blink, change copy, display moving pictures or images, flash, contain light emitting diode (LED), and/or contain liquid crystal display (LCD) shall be prohibited except when located adjacent to one of the following roads:

1. State Route 20.
2. U.S. 41 and corresponding frontage roads.
3. U.S. 411 and corresponding frontage roads.
4. West Ave. (beginning at, and including, the intersection with Henderson Dr. and running southwest).
5. State Route 113 (beginning at the centerline of the I-75 Right-of-Way intersection with the GA Hwy 113 centerline and continuing west a distance of 2,700 feet radially; provided however, that this section shall supersede any conditions placed on billboards in this geographic location).
6. "Old Mill Rd. (beginning at the centerline of the Old Mill Rd right-of-way intersection with the Erwin St. center line and continuing west a distance of 1000 ft. Applicable to billboards signs existing as of July 26, 2022)."

2.

It is the intention of the City Council, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Cartersville, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

BE IT AND IT IS HEREBY ORDAINED

FIRST READING:	September 15, 2022
SECOND READING:	October 6, 2022

MATTHEW J. SANTINI, MAYOR

ATTEST: _____
JULIA DRAKE, CITY CLERK



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	Transfer of Land for Station 5
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Respectfully request approval for the City of Cartersville to accept the transfer of approximately 8.5 acres of land that is located on Carter Grove Blvd. from Carter Grove (ATLANTA) and Avanti Properties Group. This transfer of ownership will be for the consideration of the sum of Ten Dollars and will be used for the construction of Cartersville Fire Department Station #5.</p> <p>This Station will provide first out fire protection for Cartersville Primary School, Carter Grove Subdivision, River Shoals subdivision and beyond. We ask that your motion would approve of this property transfer authorizing the Mayor to sign all related documents after review and approval of our City Manager and legal staff.</p>
LEGAL:	Reviewed by Archer & Lovell.

After recording, return to:
ARCHER & LOVELL
PO Box 1024
Cartersville GA 30120

STATE OF GEORGIA
COUNTY OF BARTOW

DEED OF GIFT

THIS INDENTURE is made as of ___ day of _____, 2022, between **CARTER GROVE (ATLANTA) ASLI VI, L.L.L.P.**, a Delaware limited liability limited partnership (hereinafter referred to as "Grantor") and **CITY OF CARTERSVILLE**, a Municipal Corporation of the State of Georgia (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

WITNESSETH THAT GRANTOR, for and in consideration of the greater good and public welfare of the community and of Grantee, and other good and valuable consideration, does hereby give, grant and convey unto Grantee all that tract or parcel of land lying more particularly described as follows (the "Land"):

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 992 OF THE 4TH DISTRICT, 3RD SECTION, CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY MITERED CORNER OF BELMONT DRIVE (50' R/W) AND THE WESTERLY R/W OF CARTER GROVE BOULEVARD (110' R/W);

THENCE CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY OF CARTER GROVE BOULEVARD IN A NORTHERLY DIRECTION 1035.79' TO A #4 REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 88 DEGREES 45 MINUTES 59 SECONDS WEST 493.25 FEET TO A #4 REBAR FOUND;

THENCE NORTH 00 DEGREES 28 MINUTES 43 SECONDS EAST 924.01 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 52 DEGREES 21 MINUTES 35 SECONDS EAST 427.00 FEET TO A #4 REBAR SET;

THENCE SOUTH 74 DEGREES 23 MINUTES 32 SECONDS EAST 186.90 FEET TO A #4 REBAR FOUND ON THE WESTERLY RIGHT-OF-WAY OF CARTER GROVE BOULEVARD (110' R/W);

THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 629.62 FEET, SAID CURVE HAVING A RADIUS OF 1410.00 FEET, AND BEING SUBTENDED BY A CHORD OF 624.40 FEET, AT SOUTH 03 DEGREES 00 MINUTES 12 SECONDS WEST TO A #4 REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT BEING 8.38 ACRES, 364915 SQUARE FEET, MORE OR LESS.

SAID LAND BEING SHOWN ON A SURVEY ENTITLED "CITY OF CARTERSVILLE, BOUNDARY RETRACEMENT SURVEY CARTER GROVE BLVD SE, DATED AUGUST 2, 2022, PREPARED BY DEAN C. OLSON, G.R.L.S. NO. 2806 AND RECORDED IN PLAT BOOK 2022, PAGE ____, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, BARTOW COUNTY, GEORGIA FOR A MORE PARTICULAR DESCRIPTION OF SAID LAND.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in **FEE SIMPLE**.

[signature page follows]

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: _____

[AFFIX NOTARY SEAL]

GRANTOR:

**CARTER GROVE (ATLANTA) ASLI VI,
L.L.L.P.**, a Delaware limited liability limited
partnership

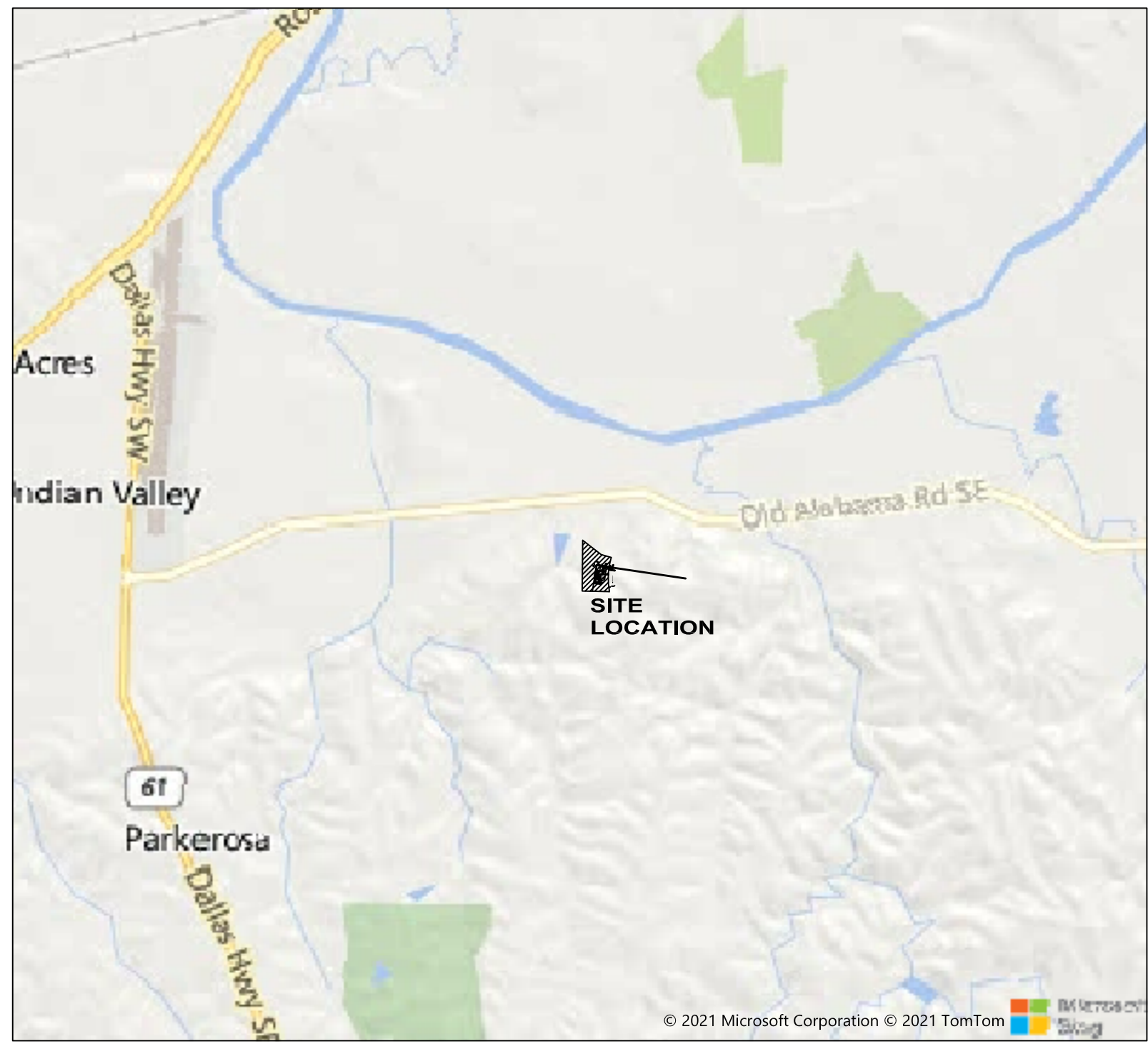
BY: AVANTI PROPERTIES GROUP II,
L.L.L.P., a Delaware limited liability
limited partnership, Its General Partner

BY: AVANTI MANAGEMENT
CORPORATION, a Florida corporation,
Its General Partner

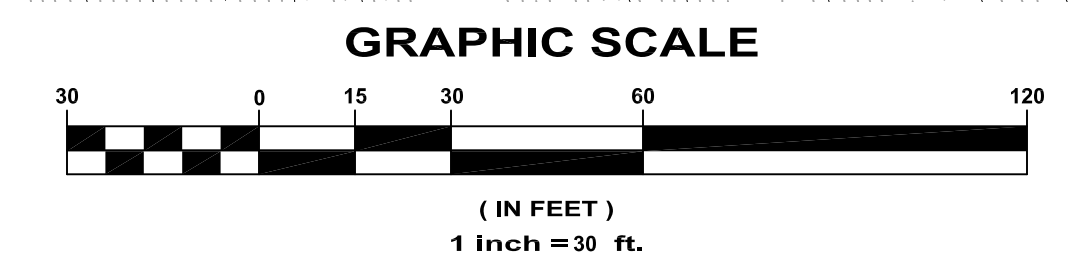
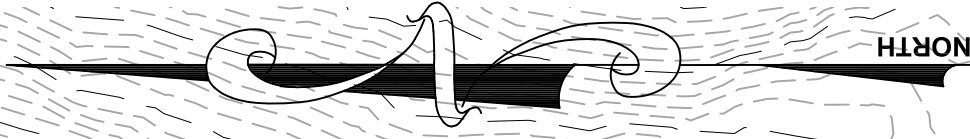
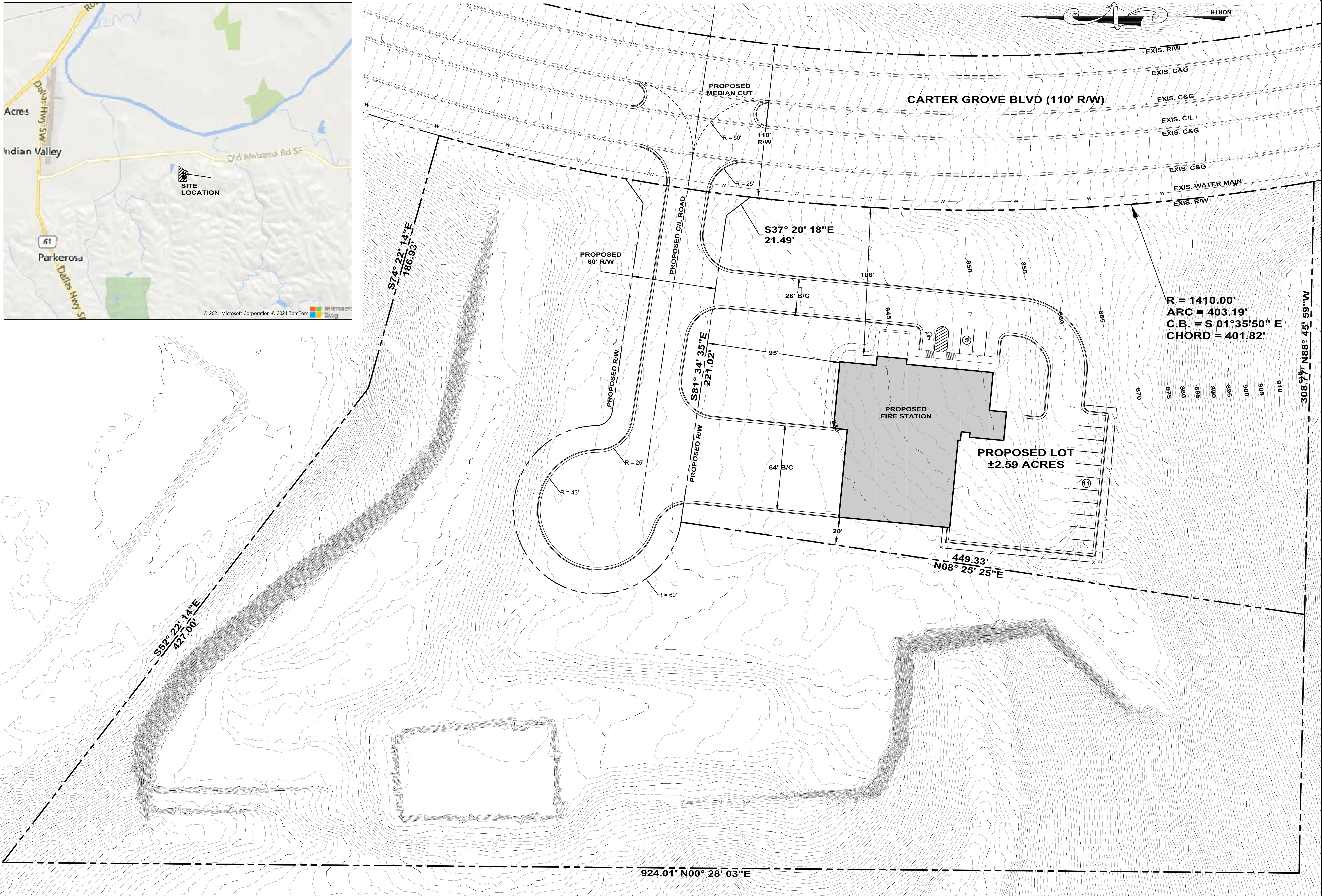
By: _____
Andrew Dubill, Executive Vice President







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REVISIONS

PERSPECTIVE ENGINEERING
 www.perspectiveeng.com
 4255 Wade Green Road, #625
 Kennesaw, Georgia 30144
 Ph: (678) 567-1203
 GA SOS Eng. Firm Lic #PEF003958

DWG.: 665-Concept.dwg
 DATE: 09/30/21

JOB NUMBER: 2016-510
 DRAWN BY: J.LJ

PROJECT NAME
 CARTER GROVE FIRE STATION
 LAND LOT 993, 4TH DISTRICT, 3RD SECTION
 CITY OF CARTERSVILLE, BARTOW COUNTY, GEORGIA

CLIENT NAME
 CITY OF CARTERSVILLE
 10 N. ERWIN STREET
 CARTERSVILLE, GEORGIA 30120

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY SITE PLAN



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Gas System
AGENDA ITEM TITLE:	Actual Cost Utility Agreement with GDOT
DEPARTMENT SUMMARY RECOMMENDATION:	Portions of a road construction project require the Gas System to relocate existing natural gas facilities within a prescribed easement in conflict with road construction. The Gas System recommends Council approval for the City to enter an Actual Cost Utility Agreement with the Georgia Department of Transportation in the reimbursable amount of 9.82% of the total construction cost associated with the relocation of these existing natural gas facilities estimated to be approximately \$28,614.99.
LEGAL:	Reviewed with no exceptions taken.

Memorandum

To: Michael Dickson, Gas System Director

From: Brian Friery, Assistant Gas System Director

Date: September 7, 2022

RE: Natural Gas Main Relocation
S.R. 293/Kingston Highway at
Dykes Creek 0015544
Cartersville Project No. CP-21-001

Portions of the above referenced road construction project require the Gas System to relocate existing natural gas facilities within a prescribed easement in conflict with road construction. An Estimate to Support Agreement for Relocation, Removal, or Adjustment of Facilities in Conflict with Proposed Transportation Construction was prepared by our office in the reimbursable amount of 9.82% of the total construction cost estimated to be approximately \$28,614.99 for the relocation of these existing natural gas facilities and executed copies were forwarded to the Georgia Department of Transportation on February 28, 2022.

Attached, therefore, is an Actual Cost Utility Agreement prepared by the Georgia Department of Transportation whereas the Georgia Department of Transportation has agreed to reimburse the City those costs associated with the relocation of the existing natural gas facilities within the prescribed easement in conflict with road construction. The Gas System, therefore, recommends Council approval for the City to enter this Actual Cost Utility Agreement with the Georgia Department of Transportation in the reimbursable amount of 9.82% of the total construction cost associated with the relocation of these existing natural gas facilities estimated to be approximately \$28,614.99.

This Actual Cost Utility Agreement has been reviewed by the City Attorney's office with no exceptions provided.



Russell R. McMurry, P.E.
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

Meeting: September 15, 2022 Item 8.

August 22, 2022

Honorable Mayor Matt Santini
City of Cartersville Gas System
1 N Erwin Street
P. O. Box 1390
Cartersville, GA 30120

Subject: **Project No. N/A, Floyd County**
PI No. 0015544
Actual Cost Agreement Undated – Natural Gas Facilities

Dear Mayor Santini:

Attached is an electronic counterpart of an undated Actual Cost Utility Agreement between the City of Cartersville Gas System and the Georgia Department of Transportation supported by an estimate for **\$291,395.00** of which the Department will bear **\$28,614.99** or **9.82%** and the City of Cartersville Gas System shall bear **90.18%** or **\$262,780.01**. The Agreement covers the adjustment of the City of Cartersville Gas System natural gas facilities in conflict with the above project. The Agreement will be dated upon execution on behalf of the Department.

If the attached Agreement meets with your approval, please handle for execution on behalf of the City of Cartersville Gas System and **return three (3) counterparts** to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of the City of Cartersville Gas System is required to be affixed to each counterpart in compliance with instructions from our Attorney General’s Office.

Also, please provide the City of Cartersville Gas System’s Federal Employee Identification Number (FEIN) in the blank shown on page 5 of the Agreement. This number is needed in order for the Department to make payment on your bill when it is submitted.

You are cautioned not to incur any construction expense in connection with the relocation of your utilities until you have been given written authorization by this office to proceed with the work covered by this Agreement.

Mayor Matt Santini
Project No. N/A, Floyd County
P.I. No. 0015544
Actual Cost Agreement Undated – Natural Gas Facilities
August 22, 2022; Page 2 of 2

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by e-mail at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments

cc: Grant Waldrop, P.E., District 6 Engineer
Jun Birnkammer, E.I.T., District 6 Utilities Manager
Jasmine Chatman, Project Manager
Abdulvahid Munshi, Utility Coordinator
Frantz Boileau, Utilities Preconstruction Specialist

STANDARD UTILITY AGREEMENT
ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

GEORGIA PROJECT No.: N/A, Floyd County
G.D.O.T. P.I. No.: 0015544

THIS AGREEMENT, made this _____,
by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and **City of Cartersville**, hereinafter called the LOCAL AGENCY, second party; and

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project **to replace the bridge on State Route 293 over Dykes Creek in Floyd County**, Georgia with its funds or with funds apportioned to the State by the Federal Highway Administration under Title 23, Highways, of the Code of Federal Regulations (CFR); and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments of the existing water facilities of the LOCAL AGENCY in accordance with the detailed cost estimate for **\$291,395.00** prepared by the LOCAL AGENCY, attached hereto and made a part of this Agreement. The DEPARTMENT shall bear **\$28,614.99** or **9.82%** and the LOCAL AGENCY will bear **\$262,780.01** or **90.18%**; and

WHEREAS, said construction being the location and improvement of said road and the LOCAL AGENCY having its facilities presently located upon an easement with rights to install, operate and maintain such facilities on the rights-of-way thereof which were acquired prior to the acquisition of such rights-of-way by the DEPARTMENT; and

WHEREAS, the location of said presently existing facilities and the proposed new location of such facilities are shown on the highway construction plans for this project, a copy of said plans in pertinent part being attached hereto, it is desired that the LOCAL AGENCY adjust its facilities within the existing easement or move to the new location as shown on said plans and relinquish such existing easement rights as it may have on the present location and accept in lieu thereof the easement rights hereinafter stated.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no affect whatsoever on any of the other terms of this Agreement.

2. The LOCAL AGENCY hereby relinquishes its existing easement rights on

ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

the present location as shown on said plans where its facilities are to be moved and accepts from the DEPARTMENT in lieu thereof the easement right to install, operate and maintain its facilities along and across such rights-of-way at the new location shown on said plans as a full and complete consideration for the relinquishment and extinguishment of its presently existing rights. It is understood by the LOCAL AGENCY that the installation, operation and maintenance of its facilities shall be in accord with the current edition of the Utility Accommodation Policy and Standards Manual issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. If necessary to adjust such facilities on future construction and maintenance work, then the cost of the subsequent adjustment shall be eligible for reimbursement in the same manner as the initial adjustment expense covered by this Agreement.

3. The LOCAL AGENCY, with its regular construction or maintenance crews and personnel, and at its standard schedule of wages and working hours, and working in accord with the terms of its agreements with such employees, shall make such changes in its facilities as may be necessary to permit the construction of the project and as may be required by the DEPARTMENT. The LOCAL AGENCY may let to contract any portion of the work contemplated subject to prior approval according to the terms and conditions contained in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The LOCAL AGENCY agrees to obtain prior approval from the DEPARTMENT before authorizing any contract engineering or construction work by third parties, except as may be shown in the detailed cost estimate attached hereto.

4. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

ACTUAL COST UTILITY AGREEMENT – NATURAL GAS F

c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

5. The DEPARTMENT shall pay monthly bills promptly upon receipt and verification thereof by the DEPARTMENT. Upon completion of the work the LOCAL AGENCY shall submit one final bill to the DEPARTMENT and the DEPARTMENT shall make a conditional final payment promptly upon verification of the final bill by the DEPARTMENT. The total liability of the DEPARTMENT shall not exceed the reimbursable cost of the work as ascertained by computing the items of cost as set forth in the aforesaid Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. At any time within three years after the date of the conditional final payment the DEPARTMENT may audit the cost records and accounts of the LOCAL AGENCY pertaining to this project and will bill the LOCAL AGENCY any amount of any unallowable expenditure made in the conditional final payment of this Agreement or, if no unallowable expenditure is found, notify the LOCAL AGENCY of that fact in writing. If the LOCAL AGENCY does not pay any such bill within thirty days of receipt of the bill from the DEPARTMENT, the DEPARTMENT may set-off the amount of such bill against the amounts owed the LOCAL AGENCY on any then-current agreement between the LOCAL AGENCY and the DEPARTMENT. For audit purposes, the cost records and accounts of the LOCAL AGENCY pertaining to this project shall be made available to the representatives of the DEPARTMENT or the Federal Highway Administration at the General Office of the LOCAL AGENCY during the progress of the work and for a period of not less than three years from the date conditional final payment has been received by the LOCAL AGENCY.

6. The LOCAL AGENCY expressly agrees that the DEPARTMENT may set-off against the net payments provided for herein an amount equal to that amount which has been identified by either a State or Federal audit as unallowable expenditure in any agreement between the LOCAL AGENCY and the DEPARTMENT on which a conditional final payment has been made.

7. The DEPARTMENT shall not be bound to pay any amount in excess of the reimbursable portion of the detailed cost estimate attached hereto, nor for any items of work not provided for in the detailed cost estimate. In the event it is determined that a change in the work to be performed by the LOCAL AGENCY shall be required or that an increase in cost anticipated will be incurred by the LOCAL AGENCY, a written change or extra work order approved by the DEPARTMENT will be required as provided in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The amount of the detailed cost estimate attached hereto will be allotted from available funds and written notice given to the LOCAL AGENCY by the DEPARTMENT before the LOCAL AGENCY is authorized to proceed with the work to be performed by the LOCAL AGENCY under this Agreement.

8. The DEPARTMENT shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the

ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

LOCAL AGENCY and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed, the DEPARTMENT may consider payment made up to one year following completion of the work to be final.

9. It is mutually agreed that the final cost of the changes in the facilities of the LOCAL AGENCY covered by the detailed cost estimate shall be borne by the LOCAL AGENCY and the DEPARTMENT on the percentage basis indicated in said estimate.

10. The LOCAL AGENCY shall be responsible for providing signing and other traffic control measures during construction in accordance with the Manual on Uniform Traffic Control Devices, current edition, and as required by the DEPARTMENT'S engineer.

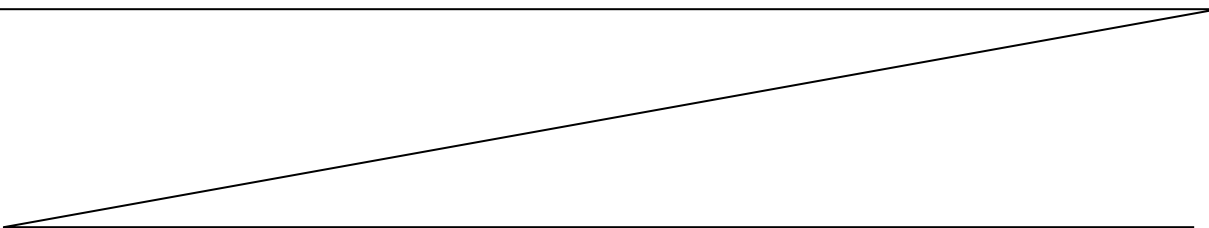
11. The DEPARTMENT agrees to notify the LOCAL AGENCY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S contractor a schedule of operations which shall clearly set forth at which stage of the Contractor's operations the LOCAL AGENCY will need to perform its removal, relocation and adjustment work. Further, the work covered under this Agreement shall be completed in conjunction with the approved Work Plan submitted by the LOCAL AGENCY and no later than the overall completion date as indicated in the construction agreement entered into between the DEPARTMENT and the lowest responsive bidder. The DEPARTMENT will notify the LOCAL AGENCY in writing of this final completion date.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

15. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.



STANDARD UTILITY AGREEMENT
LUMP SUM UTILITY AGREEMENT – NATURAL GAS FACILITIES

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

CITY OF CARTERSVILLE

BY: _____
NOTARY PUBLIC (SEAL)

BY: _____
MAYOR

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____,
My commission expires:

BY: _____
CITY CLERK

I attest to the genuineness of the LOCAL AGENCY Seal and I further attest that the above named Officer is duly authorized to execute this document.

ATTEST:

FEIN _____ 58-6000534 _____

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:
DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ENGINEER

BY: _____
COMMISSIONER

PROJECT: N/A
COUNTY: FLOYD
P.I. No: 0015544
DATE August 22, 2022

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – NATURAL GAS FACILITIES

RESOLUTION

STATE OF GEORGIA

CITY OF CARTERSVILLE

BE IT RESOLVED by the MAYOR of the CITY OF CARTERSVILLE, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, FLOYD COUNTY, P.I. No. 0015544, to replace the bridge on State Route 293 over Dykes Creek in Floyd County and that the Honorable Matt Santini as Mayor of the City of Cartersville and _____ Julia Drake _____, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the MAYOR of THE CITY OF CARTERSVILLE.

Passed and adopted, this the _____ day of _____, 20__.

ATTEST:

CITY CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF CARTERSVILLE GAS SYSTEM

I _____ Julia Drake _____, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor of the CITY OF CARTERSVILLE GAS.

WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY: _____
CITY CLERK

**GEORGIA DEPARTMENT OF
TRANSPORTATION BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date _____, 20_____

WE, _____ City of Cartersville _____

(UTILITY/RAILROAD OWNER)

Address: P.O. Box 1390 (1 North Erwin Street), Cartersville, Georgia 30120

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

PROJECT NO. N/A, P.I. NO. 0015544, TO REPLACE THE BRIDGE ON STATE ROUTE 293 OVER DYKES CREEK IN FLOYD COUNTY, GEORGIA.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title Mayor
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____

Notary Public/Justice of the Peace My Commission Expires: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF CARTERSVILLE GAS SYSTEM
Solicitation/Contract No. / Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. 0015544, FLOYD COUNTY, TO REPLACE THE BRIDGE ON STATE ROUTE 293 OVER DYKES CREEK.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

109605
 Federal Work Authorization User Identification Number
 (EEV/E-Verify Company Identification Number)

April 21, 2008
 Date of Authorization

City of Cartersville
 Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Matt Santini
 Printed Name (of Authorized Officer or Agent of Contractor)

Mayor
 Title (of Authorized Officer or Agent of Contractor)

 Signature (of Authorized Officer or Agent)

 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

 Notary Public

[NOTARY SEAL]

My Commission Expires: _____

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**PROJECT No.: N/A, Floyd County
P.I. No. : 0015544**

PROTECTION OF UTILITY INTERESTS

CITY OF CARTERSVILLE

City of Cartersville, is the owner and operator (also herein after referred to as Facility Owner) of natural gas facilities crossing over or along the project on State Route 293 over Dykes Creek in Floyd County, Georgia.

All reference to liability, indemnification, insurance, etc. in this special provision shall apply only to those Natural Gas facilities located in the required right-of-way areas along **State Route 293 from Station 106+38 to Station 108+06 and Station 98+30 to Station 115+40**, these areas having been acquired by the Department.

The Department hereby notifies the contractor to fully inform his employees, agents or subcontractors of the Official Code of Georgia annotated section 46-3-32 et seq. (safeguards against contact with high voltage lines) and the rules and regulations of the State of Georgia section 300-3-7.01 et seq. (high voltage act). The contractor, his employees, agents and subcontractors shall at all times observe and comply with said act and regulations.

The contractor shall and does hereby agree to indemnify, save harmless and defend The Facility Owner from the payment of any sum of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by the contractor, his employees, agents or subcontractors or in any attributable to the performance and prosecution of the work herein contract for, including (but without limiting the generality of the foregoing), all claims for injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs investigation and of defense.

The contractor hereby waives and relinquishes any right of subrogation it might have against the Facility Owner under the provisions of the Workmen's Compensation Act of Georgia or of any other State on account any injury to its employees or sub-contractor caused in whole or in part by The Facility Owner's transmission facilities. The contractor further agrees that it will require its workmen's compensation insurer, if any, to likewise waive and relinquish such subrogation rights.

I. Insurance

Office of Utilities

August 22, 2022

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specification, the contractor will be required to furnish and maintain policies of insurance covering:

- (1) The legal liability of the contractor, and his sub-contractors under the Georgia Workmen's Compensation Act for claims for personal injuries and death to employees engaged in the work.
- (2) The legal liability (including contractual) of the contractor, and his sub-contractors who may be engaged in the work, for claims of damages for personal injuries or for death resulting therefrom arising out of the work to be performed under this contract by the contractor, or his sub-contractors, to persons other than employees of the contractor or sub-contractors engaged in the work included in this contract in an amount not less than:

\$1,000,000 for any one person
 \$2,000,000 for any one accident

- (3) The legal liability (including contractual) of the contractor, and his sub-contractors who may be engaged in this work, to pay claims for damages to property belonging to others than such contractor, or his sub-contractors, in the amount not less than:

\$1,000,000 for any one accident

B. All of the aforementioned insurance shall be placed with an insurance company which is licensed to do business in the State of Georgia and shall be endorsed to cover the liability assumed by the contractor under the provisions of this contract.

- (1) It is understood, however, that the provisions requiring the contractor to carry said insurance shall not be construed as in any manner waiving or restricting the liability of the contractor pursuant to the terms hereof which may not be insured under said insurance policies above required.
- (2) As evidence of this insurance, and prior to the beginning of any work in connection with this contract, the contractor shall submit to the department of transportation, State of Georgia, and the Facility Owner a certificate providing the above coverage and which certifies that the said policies have been properly endorsed to meet the above requirements and that the facility owner is named as additional insured.

C. If any part of the work is sublet, similar insurance and evidence thereof, in the same amounts as required of the prime contractor, shall be provided by or in behalf of the sub-contractor to cover his operations, endorsements to the prime contractor's policies specifically naming sub-contractors and describing their operations will be acceptable for this purpose.

D. All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed as evidenced by the formal acceptance by the State. Insuring companies may cancel insurance by permission of the

Office of Utilities

August 22, 2022

State, The Facility Owner, or on thirty (30) days written notice to the Department and The Facility Owner as follows:

Notice to:

Mayor Matt Santini
Attn: Mr. Michael Dickson
City of Cartersville
Gas System Director
P. O. Box 1390
Cartersville, Georgia 30120

Copy notice to:

State Utilities Engineer
Georgia Department of Transportation
One Georgia Center
600 West Peachtree Street. N.W., 10th Floor
Atlanta, Georgia 30308

II. **Failure to comply**

In the event of cancellation or lapse of insurance policy:

The Facility Owner may require that the contractor vacate the aforementioned Facility Owner’s right-of-way or easement area.

The highway engineer may withhold all monies due the contractor on monthly statements.

Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Facility Owner’s representative and the highway engineer.

III. **Payment for cost of compliance:**

No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in prices bid for other items of the work.

Estimate to Support Agreement for Relocation, Removal, or Adjustment of Facilities in Conflict with Construction

Meeting: September 15, 2022 Item 8.

I. Company: City of Cartersville Gas System
Address: P.O. Box 1390
Cartersville, Georgia 30120

*Estimate Prepared By: Brian Friery, Assistant Gas System Director

II. Project #: OCGA 32-6-170 & 171 County: Floyd
PI #: 0015544


III. Georgia Department of Transportation (GDOT) Project Description:
S.R. 293/Kingston Highway at Dikes Creek Approximately 5.4 Miles East of Rome, Georgia

IV. Method of Accounting: [Section 645.113f and Section 645.117, 23 CFR 645A]

(Check Method that Applies)

- Work Order Accounting Procedure prescribed by regulatory body.
- Established accounting procedure approved by State and FHWA.
- Agreed Lump Sum.
- Other (Including use of GDOT Form 8465):

This estimate has been prepared by the Company in accordance with Title 23 of the Code of Federal Regulations (CFR), Chapter 1, Subchapter G, Part 645, Subpart A and in accordance with the Department's Utility Accommodation Policy and Standards Manual, Current Edition (Manual), to support a Utility Relocation Agreement between the Utility Company and the Department. The work will be performed and the costs accounted for in accordance with the methods described herein. Costs will be recorded as provided in Section 645.113f or Section 645.117, 23 CFR 645A. Equipment rental rates, salvage credit, accrued depreciation credit (expired service life) and betterment credit have been given due consideration and proper explanations have been noted in the estimate where applicable and as provided by 23 CFR 645A. Claim for reimbursement costs shown in the Estimate is based on the attached Certificate of Eligibility for reimbursement which is made a part hereof.


Brian S. Friery, Assistant Gas System Director
February 28, 2022
Date

Company Representative hereby certifies the Estimate and agrees that the Estimate shall remain valid for one year from the above authorized date. After one year from the authorized date, the Estimate may be subject to revision by the Utility Company.

***Please Provide Two (2) sets of Relocation Plans and Two (2) sets of signed estimates.**

V. Preliminary and Construction Engineering [Section 645.109, 23 CFR 645A, & 23 CFR 140B]

- 1. Preliminary Engineering authorized on this project by GDOT letter dated [redacted]
- 2. Plans and Estimate Prepared By: (Check Applicable Party)
 - Forces of this Company
 - Consultant: (Name and Address) [redacted]
 - Approval of Consultant given by GDOT letter dated: [redacted] Amount: [redacted]
 - Effective date of Contract, if a Continuing Contract: [redacted] Exp. Date: [redacted]
 - The Certificate of Consultant Form is attached to the Consultant's Estimate of Engineering Services.
 - Scope of Work Detailing Preliminary Engineering and Construction Engineering attached to Consultant's Estimate of Engineering Services.

Total Preliminary Engineering Costs \$0.00

Attach Support Documentation to Estimate - See Exhibit: [redacted]

Total Construction Engineering Costs \$0.00

Attach Support Documentation to Estimate - See Exhibit: [redacted]

NOTE: Payment for Construction Engineering will not be allowed for Work included in GDOT Contracts.

Total Preliminary and Construction Engineering Costs \$0.00

VI. Right of Way Acquisition [Section 645.111, 23 CFR 645A]

(Check Applicable Section)

- Replacement R/W or Easements are not required for adjustment of utilities facilities on this Project.
- Replacement R/W shown on plans will be acquired by the Department (Separate written request must be furnished).
- Replacement R/W or Easements shown on the attached plans will be acquired by the Company.

Total Cost of Right of Way Acquisition \$0.00

Attach Support Documentation to Estimate. Include Estimates for Appraisal, Negotiation, Recording, and Right-of-Way or Easement Costs - See Exhibit: [redacted]

VII. Construction [Section 645.115 and Section 645.117, 23 CFR 645A]

A. Description of Proposed Utility Work:

Relocate approximately 1,700 L.F. of 8" HP steel natural gas main and miscellaneous services and purge and abandon all existing natural gas facilities.

B. The Company will perform the work provided for in this Estimate by the following method:

(Check Applicable Method - see page 3 for continuation)

By Company's Regular Forces

The Company Proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its Agreement with such employees.

By Contract

The Company does not have adequate staff or equipment to perform the necessary work with its own forces; therefore, the Company, subject to approval of the Department and FHWA, proposes to contract the work covered by this estimate in accordance with the provisions of Section 645.115 (a), 23 CFR 645A. The items of work to be accomplished by contract are noted in this estimate. When the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of these contractors so circularized shall be noted on the estimate and furnished to the Department in advance of the Company's solicitation of bids. The Department shall approve the low bidder before work can began. Please provide Company Name, Address, and Contact Person and Number below:

Blaine Clark, Pride Utility Construction Company, 1576 Candler Road, Gainesville, Georgia 30507, 770.532.0085
 Allen Kean, Southeastern Natural Gas Services of Rome, Inc., 1845 Old Cedartown Highway, SE, Lindale, Georgia 30147, 770.547.4156

By Existing Continuing Contract

Subject to the approval of the Department and the FHWA, the Company proposes to use an existing continuing contract performed under which certain work as shown by the Company's estimate is regularly performed for the Company and under which the lowest available costs are developed. The name of the contractor or contractors are listed in the company's estimate. Please indicate the Company Name, Address, and Contact Person and Number below (If needed, attach additional names to Estimate). Once the Company selects a continuing contractor, **a copy of the continuing contract has to be submitted to the Department for approval before any work begins.**



Effective Date of Continuing Contract: _____ Expiration Date: _____

C. Detail of Construction Costs

Labor Costs [Section 645.117, 23 CFR 645A]	\$240,725.00
<i>Attach Support Documentation to Estimate, Including Additives -See Exhibit: "A"</i>	
Materials Costs [Section 645.117(e), 23 CFR 645A]	\$50,670.00
<i>Attach Support Documentation to Estimate -See Exhibit: "A"</i>	
Right-of-Way Clearing & Trimming Costs	\$0.00
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	
Equipment Costs [Section 645.117(f), 23 CFR 645A]	0.00
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	
Total Construction Costs	\$291,395.00

VIII. Total Costs of Proposed Relocation (V through VII) \$291,395.00

IX. Detail of Accrued Depreciation and Salvage Credits

A. Accrued Depreciation (Expired Service Life) [Section 645.117(h), 23 CFR 645A]
(Check Applicable Statement)

Accrued Depreciation is not allowed in this estimate.

Accrued Depreciation is allowed in this estimate.

(Please Provide Detailed Description/Explanation i.e. Pumping Station, Filtration Plant, Power Plant, Substation, etc.)



Accrued Depreciation Credit \$0.00
Attach Support Documentation to Estimate - See Exhibit:

B. Salvage [Section 645.117(e), 23 CFR 645A]
(Check Applicable Statement)

Salvage is not allowed in this estimate because:

All existing natural gas facilities will be purged and abandoned in place. All existing farm tap regulators will be removed from the project site and disposed of.

Salvage from temporary material is not allowed because:



Salvage is allowed in this estimate.

Salvage from temporary material is allowed.

The Department and the FHWA shall have the right to inspect recovered materials prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving two weeks written notice to the Department or oral notice followed by written confirmation of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. If recovered materials are not reusable, they shall be disposed of as outlined in Section 645.117(e), 23 CFR 645A.

Total Salvage Credit \$0.00
Total Accrued Depreciation and Salvage Credit \$0.00

* See Contingencies & Markups

X. Total Cost of Relocation **\$291,395.00**
(Less Credits for Accrued Depreciation and Salvage Value, VIII-IX)

XI. Betterment Credit [Section 645.117(h), 23 CFR 645A] (Check Applicable Statement)

- Betterment credit is not allowed in this estimate since there is to be no functional increase in size in the replaced facility unless caused by proposed highway construction
- Betterment credit is allowed as shown in the following comparison:
Location of Betterment: (Please indicate Station, Route Name, and Number)



Betterment Credit Amount \$0.00
**Attach Support Documentation to Estimate - See Exhibit:*

***Include Estimate for Cost to Install Proposed Facilities to Produce Current Capacity and the Cost to Install Proposed Facilities for Increased Capacity.**

XII. Total Estimated Cost of Adjustments **\$291,395.00**
(Item X less Item XI)

XIII. Proportionate Share
(Check Applicable Statement - 1, 2, or 2 & 3)

- 1. The Department will bear 100 percent of the cost of the adjustments.
- 2. The Company will participate in a pro rata share of the cost of adjustments (No Betterments).

Percentage Split:	<u>90.18%</u>	Company Participation (If 0%, insert 100% for GDOT Participation)
	<u>9.82%</u>	GDOT Participation
Total	100.00%	<i>(Total Shall be 100%)</i>

Attach Support Documentation/Detailed Calculations to Estimate - See Exhibit: 168 L.F. of 8" HP steel main exists outside of existing right-of-way from Sta. 106+38 to Sta. 108+06 within the project construction limits. Overall relocation of existing 8" HP steel natural gas main within the project limits is from Sta. 98+30 to Sta. 115+40. Calculations: 10806 - 10638 = 168 L.F. and 11540 - 9830 = 1,710 L.F. thus 168/1,710 = 0.0982 x 100 = 9.82% reimbursable.

- 3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

Estimate for Relocation, Removal, or Adjustment of Utility Summary of Costs

Meeting: September 15, 2022 Item 8.

Items	Total
V. Preliminary and Construction Engineering	\$0.00
VI. Right-of-Way Acquisition Costs	\$0.00
VII. Construction Costs	\$291,395.00
VIII. Total for Proposed Relocation Work (V+VI+VII)	\$291,395.00
IX. Total Accrued Depreciation and Salvage Credits	(-) \$0.00
X. Total Relocation Work	\$291,395.00
XI. Betterment Credit	(-) \$0.00
XII. Total Estimate of Adjustments (X-XI)	\$291,395.00

XIII. Proportionate Share: Check Applicable Statement and Insert Above Estimate Amounts from X, XI, and XII

1. The Department will bear 100 percent of the cost of the adjustments (See XII).

XII. Total Estimate of Adjustments \$0.00

(OR)

2. The Company will Participate in a pro rata share of the cost of adjustments (No Betterments).

XII. Total Estimate of Adjustments \$291,395.00

Percentage Split (Insert From Page 4)	Proportionate Share:	
90.18%	Company Participation	\$262,780.01
9.82%	GDOT Participation	\$28,614.99

Company Participation

GDOT Participation

(OR)

3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

X. Total Relocation Work \$0.00

XI. Betterment Credit \$0.00

XII. Total Estimate of Adjustments \$0.00

Percentage Split	Proportionate Share:	
#DIV/0!	Company Participation	\$0.00
#DIV/0!	GDOT Participation	\$0.00

Company Participation

GDOT Participation

(OR)

Combination of 2. and 3.

X. Total Relocation Work \$0.00

XI. Betterment Credit \$0.00

XII. Total Estimate of Adjustments \$0.00

2. Percentage Spilt (Insert From Page 4)	Proportionate Share:	
0.00%	Company Participation	\$0.00
0.00%	GDOT Participation	\$0.00

Company Participation

GDOT Participation

3. Plus Betterment Credit \$0.00 Company Participation

2 Plus 3 Proportionate Share		
#DIV/0!	Company Participation	\$0.00
#DIV/0!	GDOT Participation	\$0.00
#DIV/0!		\$0.00

Company Participation

GDOT Participation

Total

<i>Arithmetic Extensions Checked and Found Correct.</i>	
	3/31/2022
District Utilities Engineer (Signature)	(Date)

Certificate of Eligibility for Utility Reimbursement

Meeting: September 15, 2022 Item 8.

Company Name: City of Cartersville Gas System
GDOT Project No: OCGA 32-6-170 & 171
GDOT PI No: 0015544
County: Floyd

The Company shall attach a completed Facility Detail Summary to substantiate and prove its facilities are eligible for reimbursement. As a minimum, the Company shall provide the following information:

Location of Facility (Referencing Project Station Number and intersecting street, road, or highway)
8" HP steel natural gas main: Sta. 98+30-LT to Sta. 106+38-LT, Sta. 106+38-LT to Sta. 108+06-LT, Sta. 108+06-LT to Sta. 115+40-LT and miscellaneous natural gas service lines.

Date Existing Facility was installed by Utility Owner
On or about June 1953.

Indicate location of utilities: Private property by deed or easement or on a public facility by permit.

Indicate dates of all applicable deeds, easements, or permits.

Sta. 98+30-LT to Sta. 106+38-LT, public right-of-way. Sta. 106+38-LT to Sta. 108+06-LT, private property. Sta. 108+06-LT to Sta. 115+40-LT, public right-of-way.

Case Number of Reimbursement eligibility (See Chapter 4 of the Utility Accommodation Policy and Standards Manual - classification to be made by the Utility Company and Verified by GDOT District Utilities Office)

Sta. 106+38-LT to Sta. 108+06-LT, Case VII.

Any other information that may assist the Department in certifying eligibility.

Attachment "B"

This is to certify that the utility facilities as presently existing and as to be adjusted or relocated and as shown on the plans and estimate of cost supporting the Utility Relocation Agreement for which reimbursement is to be claimed, are owned, operated and maintained the company listed above. The facts concerning location of utility facilities, dates of installations and records of the Company showing its property interests will be made available for inspections by representatives of the Department at the office of the Company. It is further certified that the facilities shown as located on private property are correctly shown; that the facilities as located on streets and roads or other permits and franchise rights are correctly shown. Further, the above information as to title records, permits and franchise rights are correctly shown.

[Handwritten signature of Brian S. Friery]

Brian S. Friery, Assistant Gas System Director

February 28, 2022
Date

The facilities noted on the attached summary, as required by this estimate, have been reviewed in the field with a representative of the Utility Owner. This is to certify that the facilities noted on the attached summary and shown to be on streets, roads, highways, or other public facilities are correct, and the facilities shown to be on private property are correct; further, that the cost of adjustment as covered by the attached estimate is eligible for reimbursement by the Department under the noted case(s) as described in Chapter 4 of the Utility Accommodation Policy and Standards Manual.

[Handwritten signature of Ford E.]
FORD E.
GDOT District Engineer

3/31/2022
Date

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u> ¹	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u> ²	<u>ESTIMATED TOTAL AMOUNT</u>
Contractor Labor					
1.	8-5/8" O.D.-.219" W.T. F.B.E. Coated, ERW X42/X52 Steel Line Pipe	1,470	L.F.	\$48.00	\$70,560.00
2.	8-5/8" O.D.-.322" W.T. F.B.E. Dual Coated, ERW X42/X52 Steel Line Pipe	300	L.F.	\$60.00	\$18,000.00
3.	3/4" IPS-.113" W.T., F.B.E. Coated, SMLS B Steel Line Pipe	150	L.F.	\$20.00	\$3,000.00
4.	8" Directional Bore (Sta. 105+66.90 to Sta. 109+45.56) (Bore Only) (Soil Bore Only)	380	L.F.	\$75.00	\$28,500.00
5.	8" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$8,450.00	\$16,900.00
6.	8" Line Valve Assembly, ANSI Class 300, 740# W.P.	1	Ea.	\$1,500.00	\$1,500.00
7.	3/4" Service Tee, 1200# W.P.	4	Ea.	\$375.00	\$1,500.00
8.	Connection to Existing 3/4" Steel	4	Ea.	\$375.00	\$1,500.00
9.	Farm Tap Assembly (Installation Only)	2	Ea.	\$500.00	\$1,000.00
10.	Silt Fence (Type "C")	690	L.F.	\$3.50	\$2,415.00
11.	Purge and Abandon In Place	1,900	L.F.	\$2.50	\$4,750.00
12.	Temporary Grassing	4,000	S.Y.	\$1.00	\$4,000.00
13.	Permanent Grassing	4,000	S.Y.	\$1.75	\$7,000.00

ENGINEER'S ESTIMATE

ITEM NO.	DESCRIPTION	EST. QTY. ¹	UNIT	ESTIMATED UNIT PRICE ²	ESTIMATED TOTAL AMOUNT
14.	Solid Rock Excavation	170	C.Y.	\$80.00	<u>\$13,600.00</u>

ESTIMATED CONTRACTOR LABOR COST \$174,225.00

Solid Rock Directional Bore Alternate (if solid rock is encountered) :

1.	8" Directional Bore (Sta. 105+66.90 to Sta. 109+45.56) (Bore Only) (Price Differential from Soil Bore) (Adder)	380	L.F.	\$175.00	<u>\$66,500.00</u>
----	--	-----	------	----------	--------------------

ESTIMATED SOLID ROCK BORE CONTRACTOR LABOR COST \$66,500.00
ESTIMATED CONTRACTOR LABOR COST \$174,225.00

TOTAL ESTIMATED CONTRACTOR LABOR COST \$240,725.00

Material Cost (Material provided by the Owner)

1.	8-5/8" O.D.-.219" W.T. F.B.E. Coated, ERW X42/X52 Steel Line Pipe	1,470	L.F.	\$16.50	\$24,255.00
2.	8-5/8" O.D.-.322" W.T. F.B.E. Dual Coated, ERW X42/X52 Steel Line Pipe	300	L.F.	\$27.00	\$8,100.00
3.	3/4" IPS-.113" W.T., F.B.E. Coated, SMLS B Steel Line Pipe	150	L.F.	\$5.50	\$825.00
4.	8" Stopper Fitting w/Outlet, ANSI Class 300, 740# W.P.	2	Ea.	\$4,420.00	\$8,840.00
5.	8" Line Valve Assembly, ANSI Class 300, 740# W.P.	1	Ea.	\$7,150.00	\$7,150.00
6.	Farm Tap Assembly	2	Ea.	\$750.00	<u>\$1,500.00</u>

ESTIMATED MATERIAL COST \$50,670.00

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. QTY.</u> ¹	<u>UNIT</u>	<u>ESTIMATED UNIT PRICE</u> ²	<u>ESTIMATED TOTAL AMOUNT</u>
					TOTAL ESTIMATED CONTRACTOR LABOR COST
					\$240,725.00
					TOTAL ESTIMATED RELOCATION COST
					\$291,395.00

¹ Estimated unit prices of construction costs are based on the Gas System's Contractor Price List accepted September 26, 2007 plus estimated costs of inflation and price bids recently received for similar construction. Estimated unit prices of material costs are based on the Gas System's Inventory Price List dated February 1, 2022.



PROPERTY INTEREST AFFIDAVIT FOR UTILITY FACILITIES LOCATED OFF OF RIGHTS-OF-WAY

IN PERSON before the undersigned officer came Brian S. Friery, who being first duly sworn, deposes and states under oath as follows:

1. That the Affiant has been employed by City of Cartersville Gas System (Utility) for more than Fifteen (15) years and is presently the System Engineer of the Utility. Affiant is personally familiar with the facilities of the Utility and its business affairs.

2. Affiant further states that the facilities listed in the "Certificate of Eligibility for Utility Reimbursement" were constructed in their present location on or about June 1953. The facilities are required to be moved due to highway construction by the Georgia Department of Transportation (GDOT) under Project No. /PI S.R. 293/Kingston Highway at Dykes Creek OCGA 32-6-170 & 171/P.I. #0015544.

WORK LOCATIONS:

GDOT plans indicate the Utility's facilities will be in conflict at various locations within the project limits and will need to be relocated or adjusted accordingly. The utility facilities which are required by the GDOT project to be relocated or adjusted due to construction are as follows (attached additional sheets for the work locations as necessary):

WORK LOCATIONS (continued)

UTILITY FACILITY DESCRIPTION	STATION LIMITS	OCCUPIED PARCELS
8" HP steel natural gas main	Sta. 106+38-25' LT to Sta. 108+06-25' LT	M14089-Johnstone M14081-McAbee



**PROPERTY INTEREST AFFIDAVIT
FOR UTILITY FACILITIES LOCATED OFF OF RIGHTS-OF-WAY**

3. Affiant further states that the referenced facilities have been maintained in the present location for more than Sixty-Eight (68) years and to the best of the Affiant's knowledge and belief no person has questioned the right of the Utility to maintain said facilities nor the fact that the Utility has an easement for said facilities.

4. Affiant further states that there is no pending litigation or claim questioning the right of the Utility to maintain said utility facilities and to the best of the Affiant's knowledge and belief there has been no previous litigation in regard to the maintenance of said utility facilities.

5. Affiant further states that the Utility has thoroughly researched, or caused to be researched, its land records, GDOT electronic construction plan records ("TRES"), and available county/city records relating to the said location of the utility facilities and is unable to find any supporting documentation to establish a property interest which describes the exact location of said utility facilities, nor has Affiant found any evidence of any party ever disputing Utility's property interest, and thus must submit this affidavit.

This affidavit is given at the instance and request of the Georgia Department of Transportation for the purpose of establishing that the Utility holds a property interest for the referenced utility facilities.

[Remainder of page left intentionally blank]

Meeting: September 15, 2022 Item 8.

DOT FORM 8413 M



Created: March 2, 2007
Revised: June 12, 2019

PROPERTY INTEREST AFFIDAVIT FOR UTILITY FACILITIES LOCATED OFF OF RIGHTS-OF-WAY

Sworn to and subscribed before me this 5th day of March, 2021.

Michael O'Neil

Witness - signature

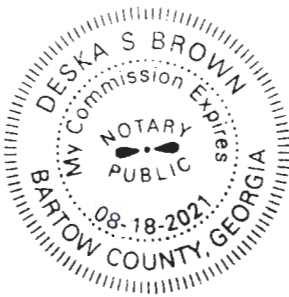
Brian S. Friery
Utility Official - signature

Brian S. Friery
Utility Official – name (print)

City of Cartersville Gas System Engineer
Utility Official – title (print)

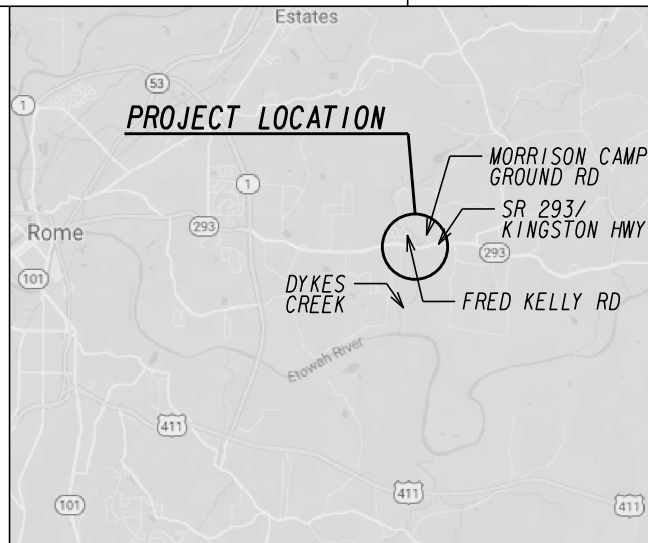
Deska S Brown

Notary Public



DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

PLAN AND PROFILE OF PROPOSED SR 293/KINGSTON HIGHWAY @ DYKES CREEK APPROXIMATELY 5.4 MILES EAST OF ROME, GEORGIA



LOCATION SKETCH

DESIGN DATA:
 TRAFFIC A.A.D.T.: (2023) 6500
 TRAFFIC A.A.D.T.: (2043) 7925
 TRAFFIC D.H.V.: (2023) 725 (2043) 885
 DIRECTIONAL DIST: 47% / 53%
 PEAK HR T: 5.0%
 24 HR. TRUCKS %: 4.0% (SU 3.5%)
 SPEED DESIGN: 50 MPH
 DETOUR SPEED DESIGN: 40 MPH

LOCATION & DESIGN
 APPROVAL DATE: TBD

FUNCTIONAL CLASS:
 MAJOR COLLECTOR

THIS PROJECT IS 100% IN
 FLOYD COUNTY AND IS
 100% IN CONG. DIST. NO. 14.

PROJECT DESIGNATION: EXEMPT
 LLL: 226,254,255
 GMD: 1048

THIS PROJECT HAS BEEN PREPARED
 USING THE HORIZONTAL GEORGIA
 COORDINATE SYSTEM OF 1984 (NAD
 1983/94 WEST ZONE, AND THE NORTH
 AMERICAN VERTICAL DATUM (NAVD)
 OF 1988.

MID-POINT COORDINATES
 STA. 106+82.50
 N 1548711.4018
 E 2020679.6911

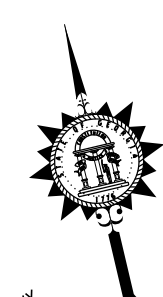
THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY
 INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON
 FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE
 SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT
 OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO
 SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

FEDERAL AID PROJECT

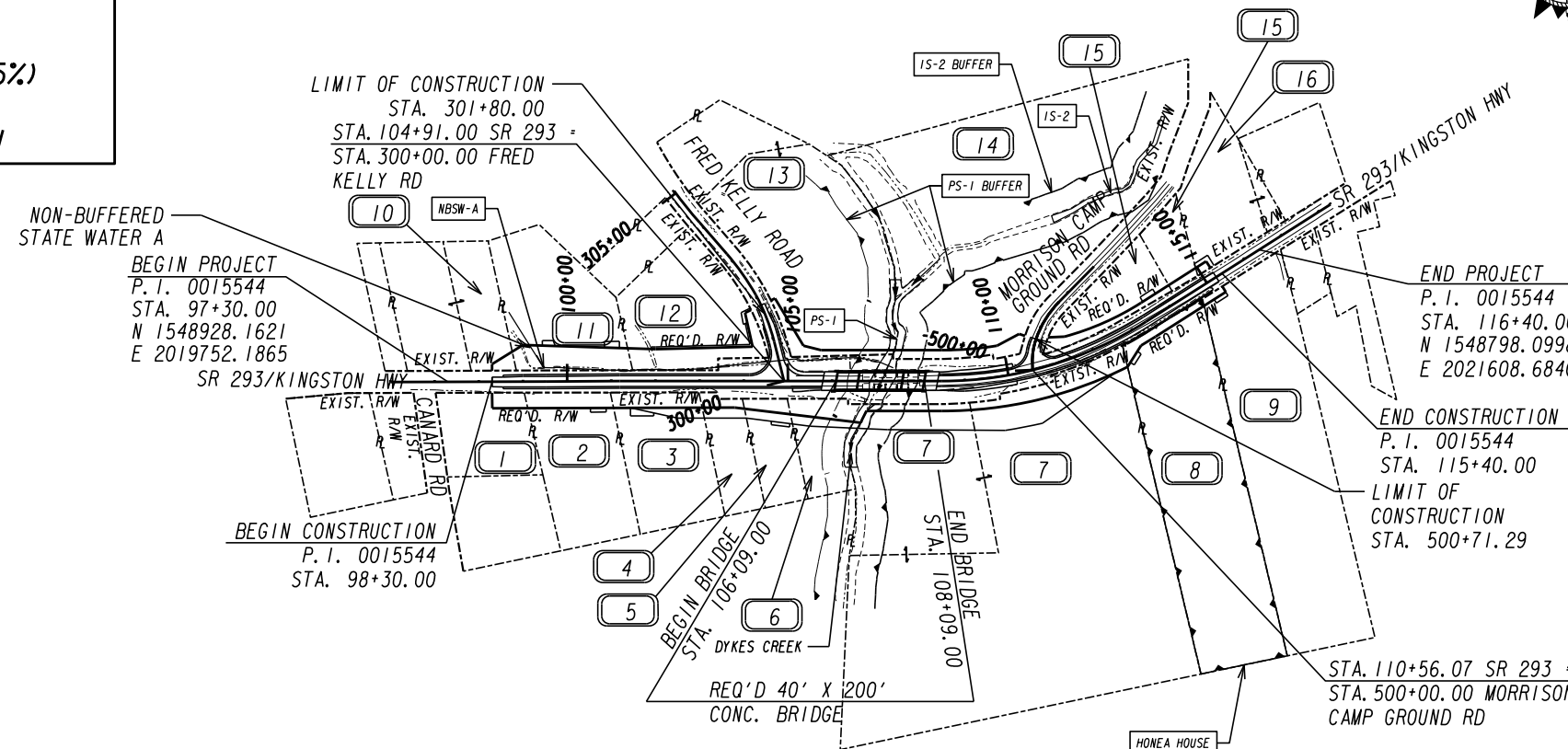
P.I. * 0015544
 FLOYD COUNTY

FEDERAL ROUTE * N/A
 STATE ROUTE * 293
 P.I. NO. 0015544

NOTE:
 ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS,
 DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE USED IN CONNECTION
 WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA," "STATE
 HIGHWAY DEPARTMENT," "GEORGIA STATE HIGHWAY DEPARTMENT," "HIGHWAY
 DEPARTMENT," OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE
 STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN
 THE DEPARTMENT OF TRANSPORTATION.



PE
 STAMP
 HERE



PREPARED BY: _____
 GARY T. NEWTON, P.E.
 KIMLEY-HORN AND ASSOCIATES, INC.

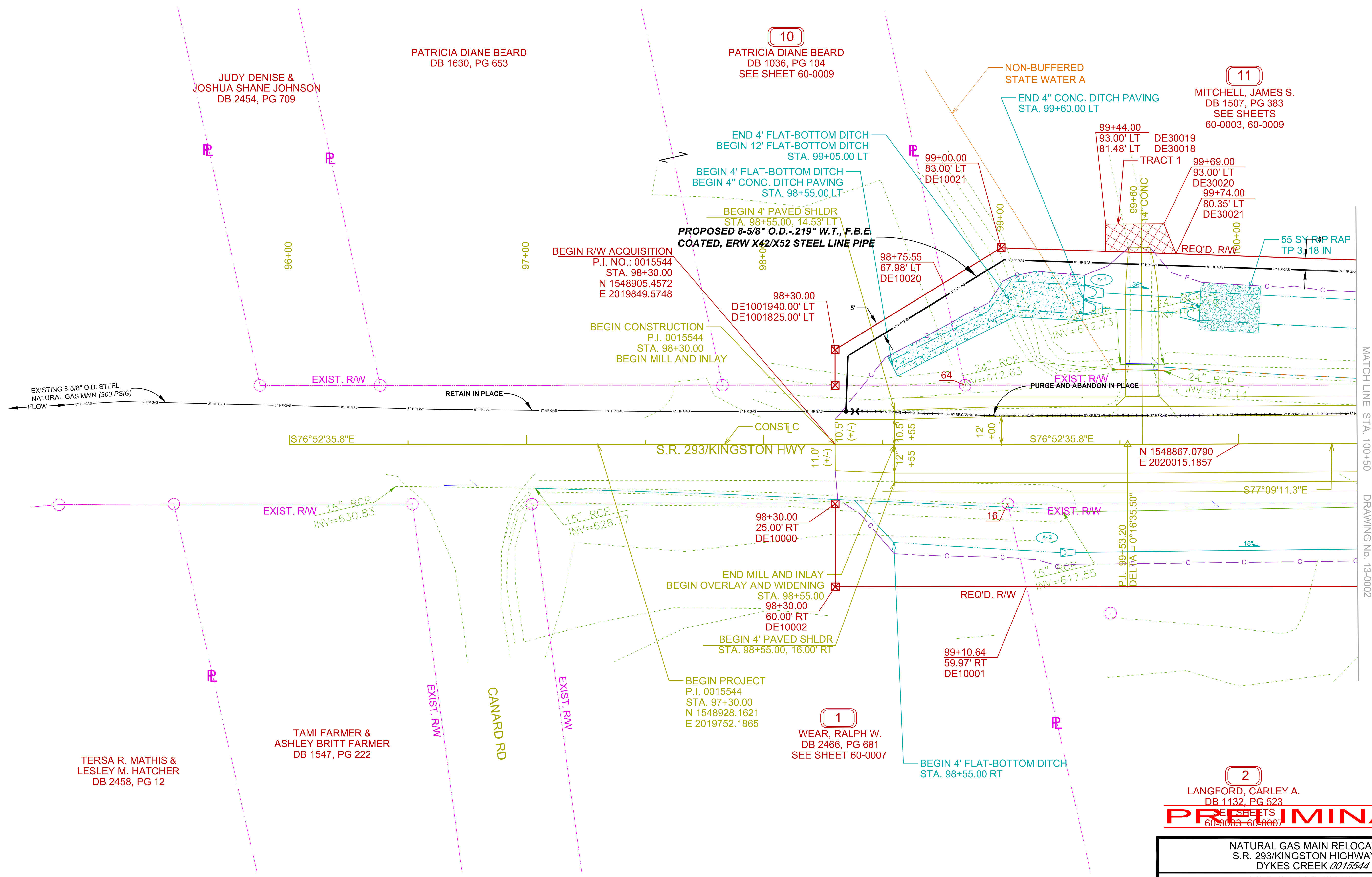
RECOMMENDED FOR
 APPROVAL BY: _____
 STATE PROGRAM DELIVERY ADMINISTRATOR

LENGTH OF PROJECT	COUNTY No. 115 Project No. 0015544
	MILES
NET LENGTH OF ROADWAY	0.3238
NET LENGTH OF BRIDGES	0.0379
NET LENGTH OF PROJECT	0.3617
NET LENGTH OF EXCEPTIONS	0.0000
GROSS LENGTH OF PROJECT	0.3617

Kimley»Horn
 Engineering, Planning, and Environmental Consultants
 Suite 350, 3930 East Jones Bridge Road
 Peachtree Corners, Georgia 30092

SCALE IN FEET
 0 200 400 800

DATE	CHIEF ENGINEER
PLANS COMPLETED	- -
REVISIONS	



MATCH LINE STA. 100+50
DRAWING NO. 13-0002

2
LANGFORD, CARLEY A.
DB 1132, PG 523
PRELIMINARY
60-0003, 60-0007

NATURAL GAS MAIN RELOCATION
S.R. 293/KINGSTON HIGHWAY AT
DYKES CREEK 0015544
RELOCATION PLAN
BEGIN PROJECT TO STA. 100+50

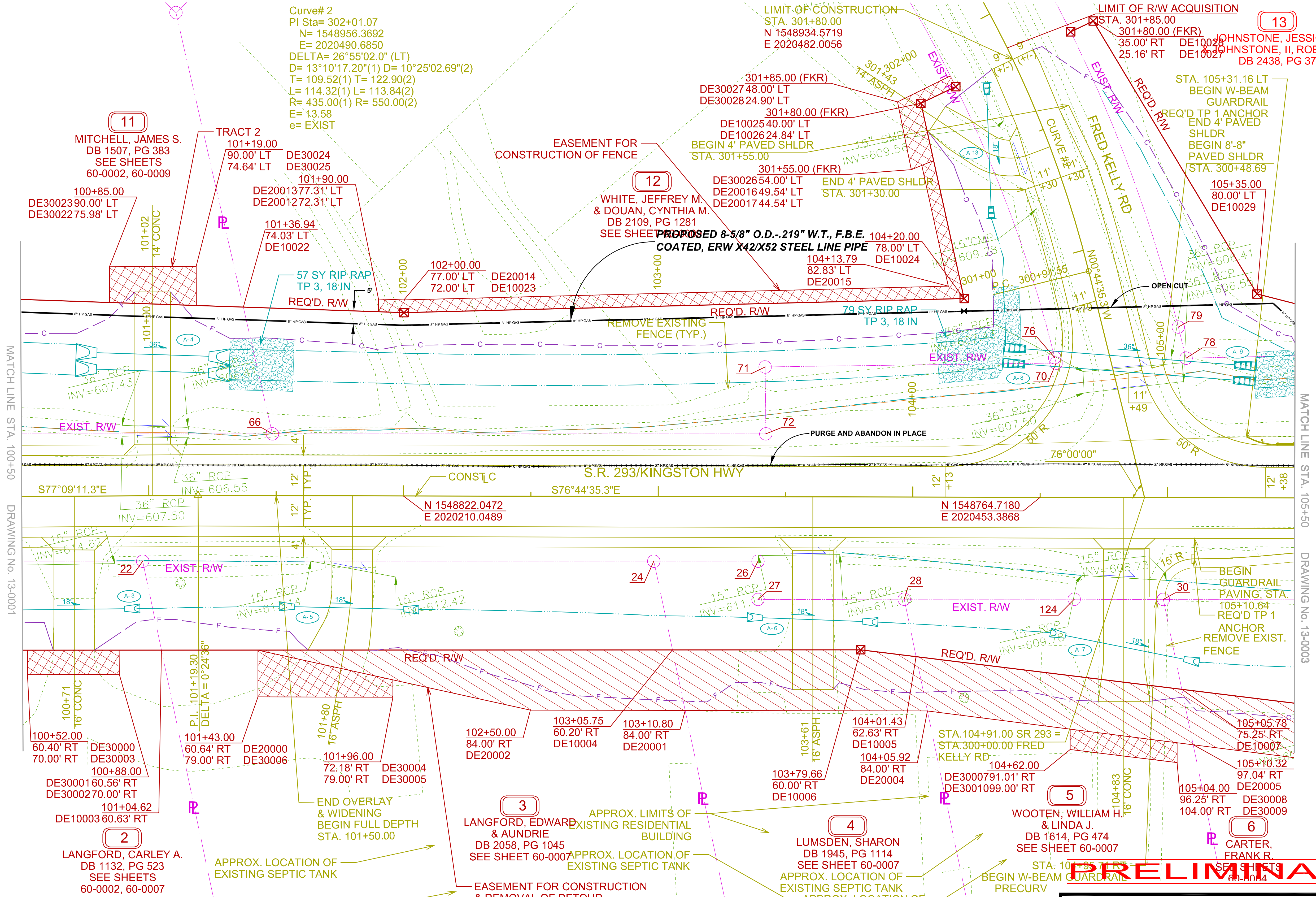
ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
(LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

City of Cartersville
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P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120
Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org

DESIGNED: B.S.F.
DATE: AUGUST 2021
SCALE: 1"=20'
PROJ NO: CP-21-001
SHEET: PLN-01

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MATCH LINE STA. 100+50
DRAWING No. 13-0001

MATCH LINE STA. 105+50
DRAWING No. 13-0003

11
MITCHELL, JAMES S.
DB 1507, PG 383
SEE SHEETS
60-0002, 60-0009

Curve# 2
PI Sta= 302+01.07
N= 1548956.3692
E= 2020490.6850
DELTA= 26°55'02.0" (LT)
D= 13°10'17.20"(1) D= 10°25'02.69"(2)
T= 109.52(1) T= 122.90(2)
L= 114.32(1) L= 113.84(2)
R= 435.00(1) R= 550.00(2)
E= 13.58
e= EXIST

12
WHITE, JEFFREY M.
& DOUAN, CYNTHIA M.
DB 2109, PG 1281
SEE SHEET

13
JOHNSTONE, JESSICA A.
DB 10028
JOHNSTONE, II, ROBERT C.
DB 10027
DB 2438, PG 37

2
LANGFORD, CARLEY A.
DB 1132, PG 523
SEE SHEETS
60-0002, 60-0007

3
LANGFORD, EDWARD
& AUNDRIE
DB 2058, PG 1045
SEE SHEET 60-0007

4
LUMSDEN, SHARON
DB 1945, PG 1114
SEE SHEET 60-0007

5
WOOTEN, WILLIAM H.
& LINDA J.
DB 1614, PG 474
SEE SHEET 60-0007

6
CARTER, FRANK R.
SEE SHEETS
60-0004

PRELIMINARY

APPROX. LOCATION OF EXISTING SEPTIC TANK

APPROX. LOCATION OF EXISTING SEPTIC DRAIN LINES

EASEMENT FOR CONSTRUCTION & REMOVAL OF DETOUR

APPROX. LOCATION OF EXISTING SEPTIC TANK

APPROX. LOCATION OF EXISTING SEPTIC DRAIN LINES

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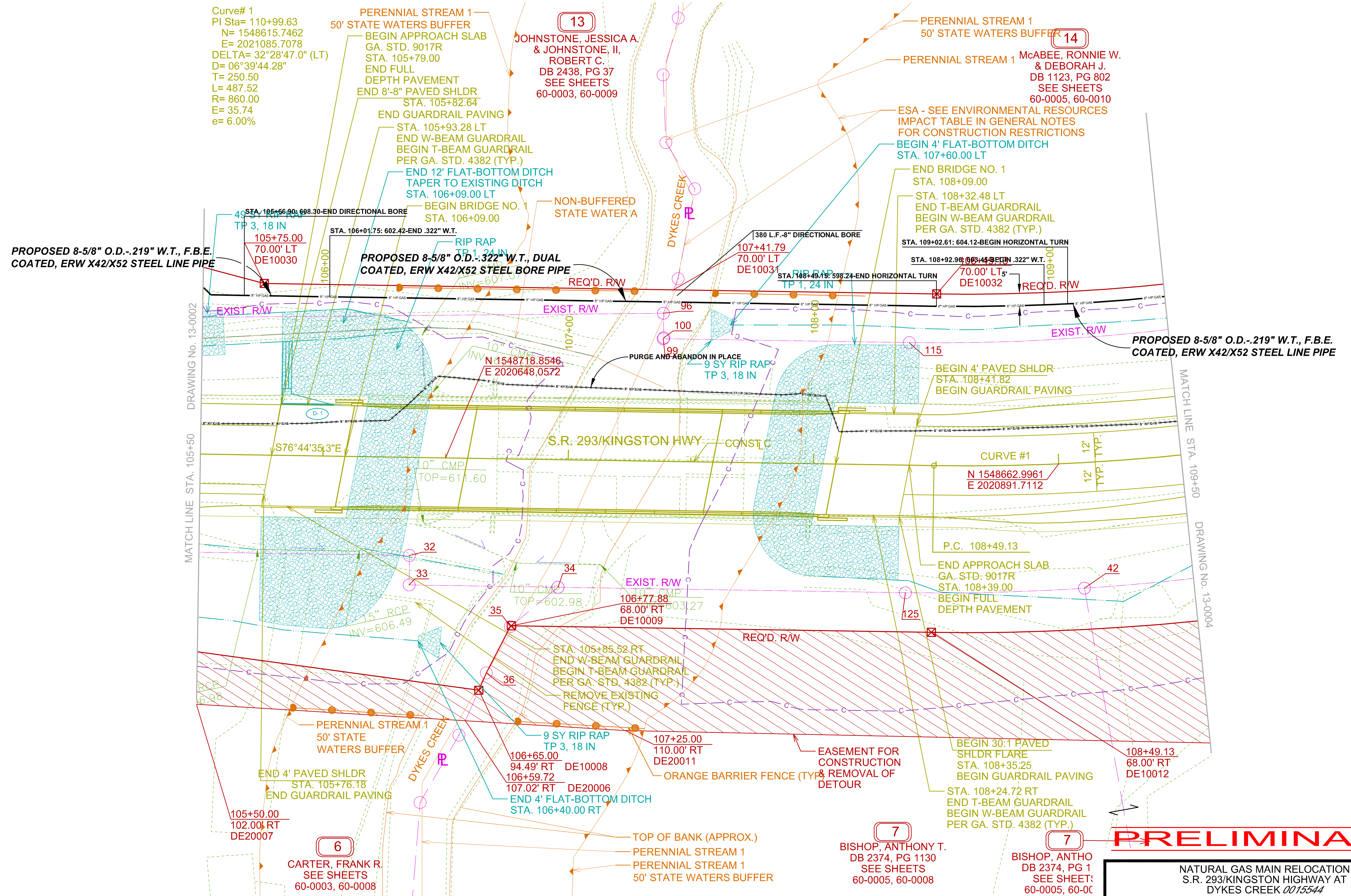
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Suite 350, 3830 East Jones Bridge Road
Peachtree Corners, Georgia 30092



City of Cartersville

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DATE: AUGUST 2021
SCALE: 1"=20'
PROJ NO: CP-21-001
SHEET: PLN-02



PRELIMINARY

NATURAL GAS MAIN RELOCATION
 S.R. 293/KINGSTON HIGHWAY AT
 DYKES CREEK 0015544

RELOCATION PLAN
 STA. 105+50 TO STA. 109+50

7
 BISHOP, ANTHONY T.
 DB 2374, PG 1130
 SEE SHEETS
 60-0005, 60-0008

7
 BISHOP, ANTHO
 DB 2374, PG 1
 SEE SHEET:
 60-0005, 60-00

6
 CARTER, FRANK R.
 SEE SHEETS
 60-0003, 60-0008

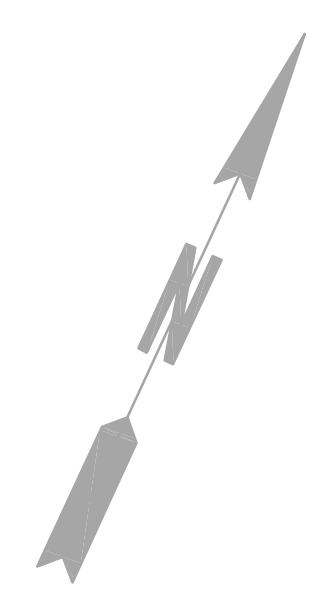
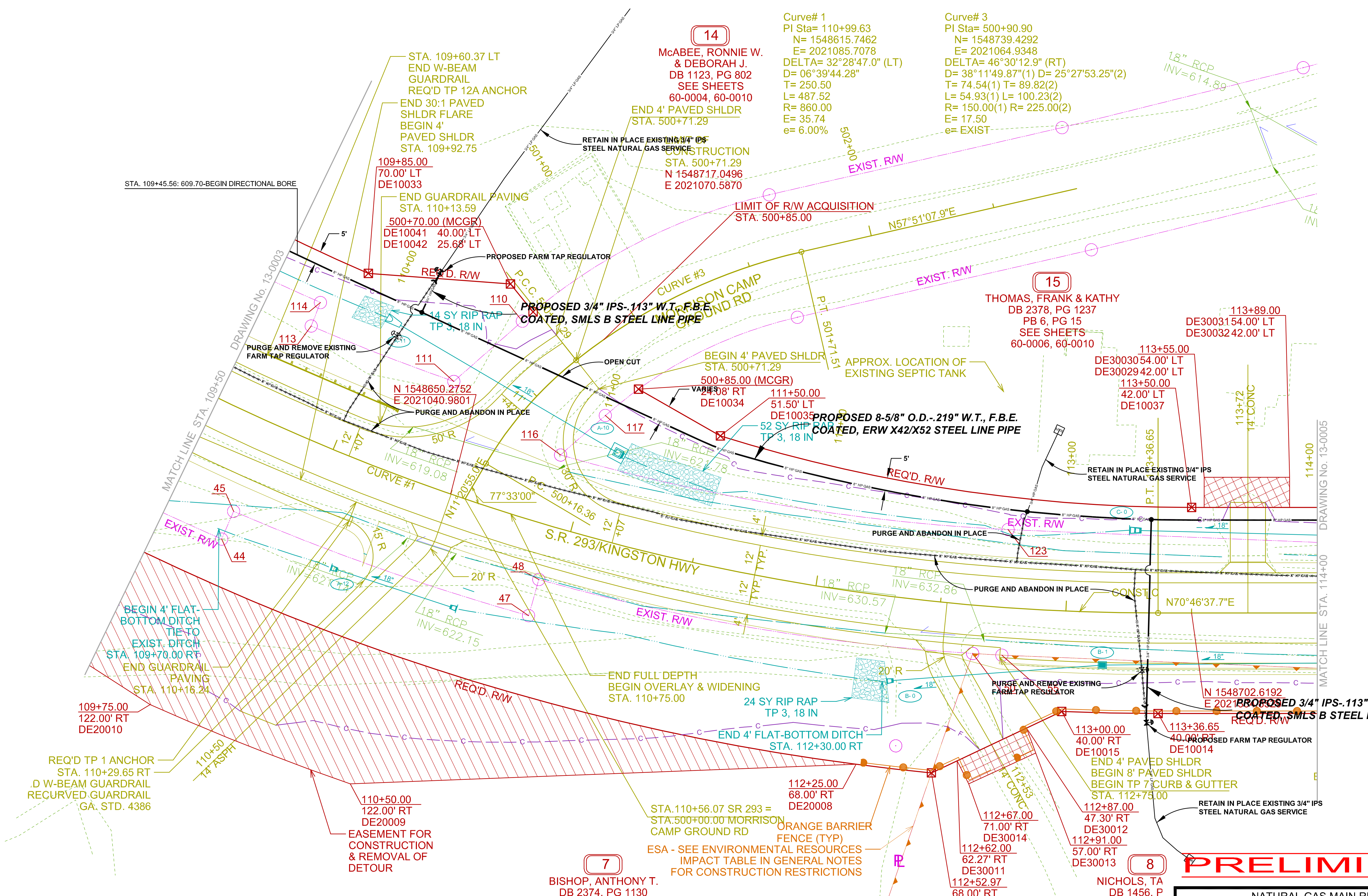
ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
 (LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

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 PROJ NO: CP-21-001
 SHEET: PLN-03

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REQ'D TP 1 ANCHOR
STA. 110+29.65 RT
D W-BEAM GUARDRAIL
RECURVED GUARDRAIL
GA. STD. 4386

110+50.00
122.00' RT
DE20009
EASEMENT FOR
CONSTRUCTION
& REMOVAL OF
DETOUR

7
BISHOP, ANTHONY T.
DB 2374, PG 1130
SEE SHEETS
60-0004, 60-0008

112+25.00
68.00' RT
DE20008
ORANGE BARRIER
FENCE (TYP)

8
NICHOLS, TA
DB 1456, P
SEE SHEETS
60-0006, 60

ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
(LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

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Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

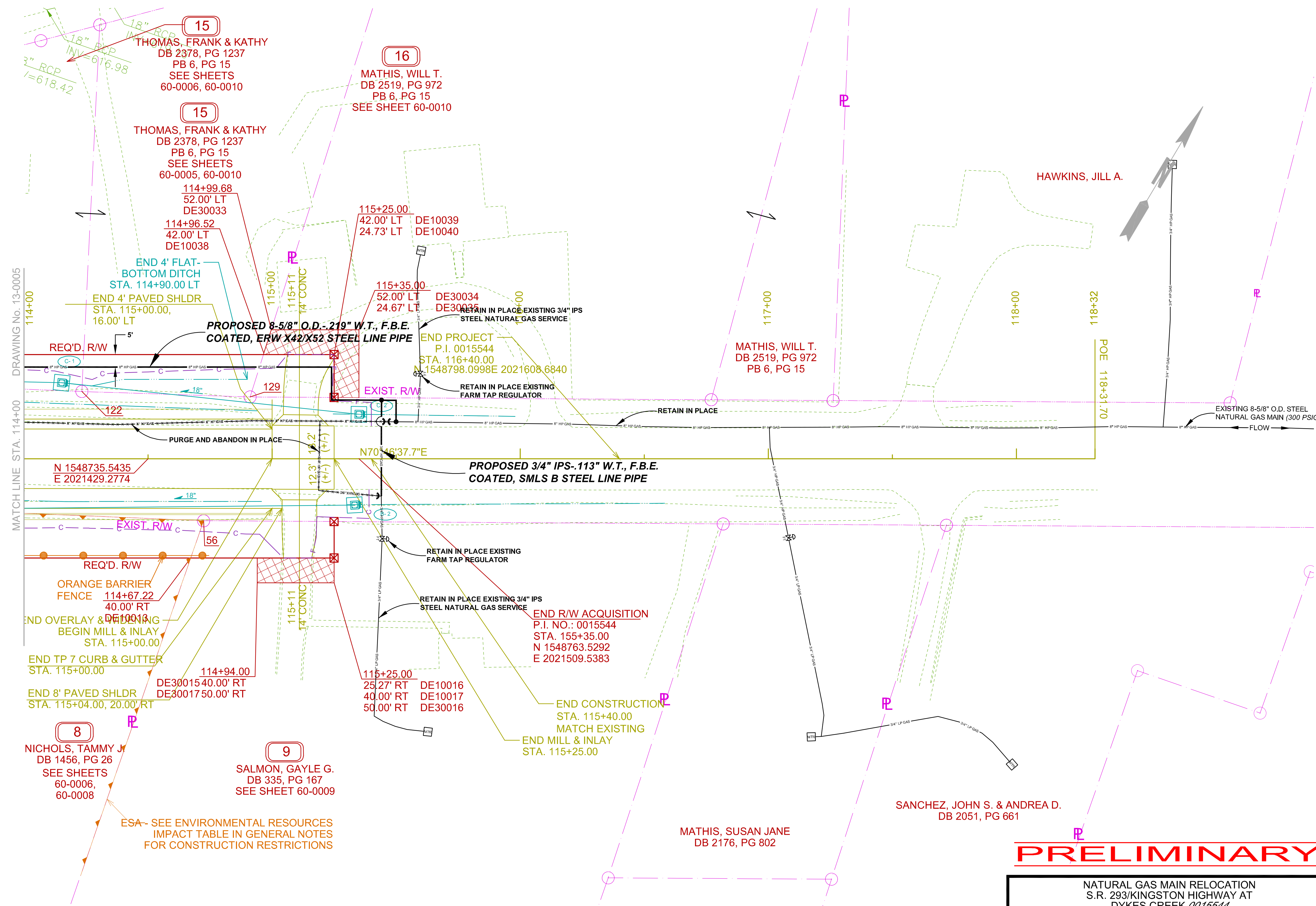
PRELIMINARY

NATURAL GAS MAIN RELOCATION
S.R. 293/KINGSTON HIGHWAY AT
DYKES CREEK 0015544

RELOCATION PLAN
STA. 109+50 TO STA. 114+00

<p style="font-weight: bold; font-size: 1.2em;">City of Cartersville</p> <p style="font-size: 0.8em;">G A S S Y S T E M P.O. Box 1390 • 155 Old Mill Road • Cartersville, Georgia 30120 Telephone: 770-387-5642 • Fax: 770-387-5638 • www.cityofcartersville.org</p>	<p style="font-size: 0.8em;">DESIGNED: B.S.F. DATE: AUGUST 2021 SCALE: 1"=20' PROJ NO: CP-21-001 SHEET: PLN-04</p>
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PRELIMINARY

NATURAL GAS MAIN RELOCATION
 S.R. 293/KINGSTON HIGHWAY AT
 DYKES CREEK 0015544
 RELOCATION PLAN
 STA. 114+00 TO END PROJECT

ROAD CONSTRUCTION PLANS WERE PREPARED & PROVIDED BY:
 (LATEST CAD FILE PROVIDED FEBRUARY 16, 2021)

Kimley»Horn

Engineering, Planning, and Environmental Consultants
 Suite 350, 3930 East Jones Bridge Road
 Peachtree Corners, Georgia 30092



City of Cartersville

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 DATE: AUGUST 2021
 SCALE: 1"=20'
 PROJ NO: CP-21-001
 SHEET: PLN-05

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CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	Mimecast Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	This item is a budgeted annual support renewal for our Mimecast email security solution. This service provides cloud based email threat protection for the City of Cartersville. The total amount is \$24,001.26 from CDWG and it is recommended for your approval.
LEGAL:	N/A

QUOTE CONFIRMATION



DEAR STEVEN GRIER,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

Thank you for your interest.



ACCOUNT MANAGER NOTES:

As you review the pricing information on this document, please do not hesitate to contact me with and questions or concerns.

Adam Bruno
312-705-0710
adabrun@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MXDW036	8/12/2022	MIMECAST RNWL SEPTT 11 22	11372497	\$24,001.26

IMPORTANT - PLEASE READ
<p>Special Instructions: MIMECAST Term (Months): 12 Start Date: September 11, 2022 End Date: September 10, 2023</p>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<p>Mimecast Secure Messaging Service - subscription license (1 year) - 1 licen Mfg. Part#: M_SM_A Add On- Secure Messaging Share sensitive and confidential information with external contacts with confidence, via a secure email channel. Electronic distribution - NO MEDIA Contract: MARKET</p>	300	5865979	\$9.94	\$2,982.00
<p>Mimecast M3R - subscription license (1 year) - 1 license Mfg. Part#: M_M3R_250_A UNSPSC: 43233205 Mimecast M3R Email Security with Targeted Threat Protection and Remediation, Continuity, DLP, Sync and Recover and 1 year archive. Electronic distribution - NO MEDIA Contract: MARKET</p>	300	5730158	\$59.64	\$17,892.00
<p>Mimecast Advanced Support - technical support - 1 year</p>	1	6531299	\$3,127.26	\$3,127.26

QUOTE DETAILS (CONT.)

Mfg. Part#: M_ADV-SP_A

Advanced Support

Advanced Support Includes the same online Support Portal, the Mimecast Customer Community, Knowledgebase and Administration Console access as the Basic Support package. Also includes 24 X 7 Telephone support. Electronic distribution - NO MEDIA Contract: MARKET

PURCHASER BILLING INFO		SUBTOTAL	\$24,001.26
Billing Address: CITY OF CARTERSVILLE ACCTS PAYABLE 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$24,001.26
DELIVER TO		Please remit payments to:	
Shipping Address: CITY OF CARTERSVILLE STEVEN GRIER 1 N ERWIN ST CARTERSVILLE, GA 30120-3121 Phone: (770) 387-5621 Shipping Method: ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Adam Bruno		(877) 325-6613		adabrun@cdwg.com
--	------------	--	----------------	--	------------------

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	FiberCom
AGENDA ITEM TITLE:	45' Bucket Truck Replacement
DEPARTMENT SUMMARY RECOMMENDATION:	The FiberCom Department is requesting authorization to purchase a replacement for Truck #195, which is a 40' Service Bucket Truck that is 21 years old. We recommend approval to purchase the 45' Service Bucket truck on a Dodge chassis from Terex for a cost of \$153,821. This purchase will be budgeted in FY23-24.
LEGAL:	N/A



CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Sourcewell 2022 Pricing 110421-TER

Date: 8/31/2022

Quote Number: QU22094

Unit: LT40

City of Cartersville
320 SOUTH ERWIN ST
CARTERSVILLE, Georgia 30120
770-385-2120

Attention: Freddy L, Morgan

Baseline Price: \$96,711
Chassis: \$56,343

Grand Total Each: \$153,054

Prices are subject to change until shipment. Applicable taxes and surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: CPT Destination
2) Terms: Net 30 days
3) Delivery days from receipt of order shall be 360+

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Nathan Weber
Sales Coordinator

Tony Mills
Account Manager

WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov.


Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

Options			
Date	8/26/22		
Quote(s) #	QU22094		
Customer Name	City of Cartersville		
Customer PO #			
No.	Description	Selling Price	Options:
1	Option for Ram 4x2 Chassis in leu of Ford 4x2 chassis included in base quote	-\$2,700	<input type="checkbox"/> Add Option
2	Option for Ram 4x4 Chassis in leu of Ford 4x2 chassis included in base quote	\$767	<input type="checkbox"/> Add Option
3	Option for Ford 4x4 Chassis in leu of Ford 4x2 chassis included in base quote	\$3,208	<input type="checkbox"/> Add Option
4		\$0	<input type="checkbox"/> Add Option
5		\$0	<input type="checkbox"/> Add Option
6		\$0	<input type="checkbox"/> Add Option
7		\$0	<input type="checkbox"/> Add Option
8		\$0	<input type="checkbox"/> Add Option
9		\$0	<input type="checkbox"/> Add Option
10		\$0	<input type="checkbox"/> Add Option
11		\$0	<input type="checkbox"/> Add Option
12		\$0	<input type="checkbox"/> Add Option
		Total:	<input type="checkbox"/> Add Option

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, IN
U.S. and CANADA (except Quebec)

Meeting: September 15, 2022 Item 10.

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as “Products”) shall be exclusively governed by these Terms and Conditions of Sale (“Terms and Conditions”) and Seller’s sales order acknowledgement (collectively referred to as “Agreement”). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller’s written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller’s credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer’s purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller’s control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer’s receipt of shipment. Seller’s responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment of Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be by Buyer.

Meeting: September 15, 2022 Item 10.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate warranty without prior written consent of Seller.

Meeting: September 15, 2022 Item 10.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents ("Information") shall be and remain the exclusive property of Seller and shall be treated by and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

Meeting: September 15, 2022 Item 10.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

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23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

Meeting: September 15, 2022 Item 10.

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



Terex Utilities, Inc.
3140 15th Ave SE, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

08/31/2022

Quote Number: QU22094-10

CITY OF CARTERSVILLE
320 SOUTH ERWIN ST
CARTERSVILLE, GA 301320
Attention: FREDDY L, MORGAN

Phone: 770-385-21

Qty. Description

UNIT

- 1 One (1) new Terex Hi-Ranger LT40 Articulating / Telescoping Aerial Device providing a working height of 45.6 ft (13.8 m) with a end mount platform. Unit will be mounted behind the cab.

Design Criteria:

* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Lower Controls:

* Individual control levers are located in an accessible location on the turntable.

Lower Boom:

* Filament wound high strength fiberglass insert providing an insulation gap.

Upper Boom:

* Filament wound high strength fiberglass boom providing an insulation gap.

Rotation:

* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Continuous Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
- * A 4 channel electric collector ring is provided as standard.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Hydraulic System:

- * Full pressure open center hydraulic system.
- * Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:

- * All metallic components of the complete aerial device are powder coat white.
- * The fiberglass upper boom, boom inserts, platforms and covers are white.

Qty. Description

- * Two complete manuals providing operation and maintenance procedures and a replacement parts listing.
- * Warning decals provided with unit.

- 1 Pedestal.
- 1 8-Gallon Hydraulic Oil Reservoir.
 - * A 8 gallon hydraulic oil reservoir mounted on the side of tower with sight and temperature gauge.
 - * Return filter and oil eyes.
 - * A ball type shut off valve.
- 1 A boom rest with a automatic latch is provided.
- 1 Platform 24" x 30" x 42", End Mounted.
 - * Includes one (1) outside access step with slip-resistant surface.
- 1 A safety harness with lanyard is provided for fall arrest.
- 1 A padded saddle rest provides platform support during road travel.
- 1 Insulated Platform Liner For 24" x 30" x 42" Platform:
 - * Tested at 50 KV AC.
- 1 Vinyl Platform Cover For 24" x 30" Platform:
 - * Waterproof with internal elastic cord around edge.
- 1 Auxiliary Let Down for use with Open Center Hydraulics:
 - * Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.
 - *Includes 12 volt electric motor for use on a 12 volt chassis.
 - Note: This includes a switch for activation at pedestal for electric or air function.
- 1 Boom Tip with 4 Function Controls and Platform Rotator:
 - Upper Controls: "Control-Plus" single stick controller.
 - * Enable lever must be actuated before operation.
 - * Rated capacity of 400 lbs.

Hydraulic Platform Rotator For End Mount Platform.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Hydraulic Tool Outlets At Platform.

- 1 Mounting Kit:
 - * Behind cab mount for use with torsion bars.
- 1 Pump for systems requiring 3 to 5 gallons per minute:
 - *Provides 3 gpm at 725 engine rpm and 5 gpm at 1150 engine rpm with a 127% pto.

Qty. Description

- 1 Terex Base Chassis Controller:
 * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
 * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
 * Programmable settings allow installer to customize/select options need for their application.
 * Screw terminal-type connections and enclosure to cover connections.
 * Recommended for Class 5 chassis
 * Can be used on Class 6 and above chassis with limited outputs (no more than two (2)).
 * The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.
- 1 A positive lanyard attachment that provides audio and visual warnings to an operator when controls are engaged and lanyard has not been attached to the lanyard anchor.
- 1 American flag displayed on unit.
- 1 Factory Warranty
- ** ALTERED FROM STANDARD **
- 1 .
- BODY, INSTALLATION
 ** BODY INFORMATION **
- 1 108 Inch Steel line body per attached specifications.
- 1 Install Aerial Device Behind Cab And Install All Associated Components:
 * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Platform rest, bottom base
- 1 Chassis Spring Additions:
 * Build up left rear chassis springs to level vehicle.
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 2 Rubber wheel chocks with eye bolt.
- 2 Pendulum style retainer.

Qty. Description

- 1 Grab handles as necessary for 3-point contact.
 - * Grab handles to be bolt on

- 2 Mud flap with logo 18" tall.
Note: Trim As-Required.

- 1 Under body mounting kit for a pair of mud flaps.

- 1 Bracket for storing grounding cable.

- 1 2/0 Black Electrical Cable used for grounding per ASTM F855-04:
 - * 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp.
 - * Three point grounding system for grounding vehicle during work operations.
 - * Cable must be fully removed from bracket before use.
 - NOTE! Purchaser to verify this meets their company's requirements for fault current.

- 1 Grounding Loop Kit:
 - * Consists of (2) grounding copper rings located one at front and one at rear.

- 1 Floor mounted boom rest for LT series.
 - * consists of 105227 and 102658

- 1 Peterson LED 7-lamp DOT Lighting Package:
 - * Complies with FMVSS 108.
 - * Includes required lights, junction box and wiring harness.

- 1 Lighted license plate bracket kit with LED light.

- 2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.

- 1 Strobe mounting bracket located on turntable on the LT series.

- 1 BH82000 Combination Pintle Hook And 2" Ball:
 - * Safety chain eyes.
 - "Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."

- 1 ICC rear bumper.

- 1 7-prong trailer socket.
NOTE: Stop & turn signal lights on combined circuit.
 - *Hook up chassis supplied brake controller

- 1 Timbren rubber stabilizers installed on axle.

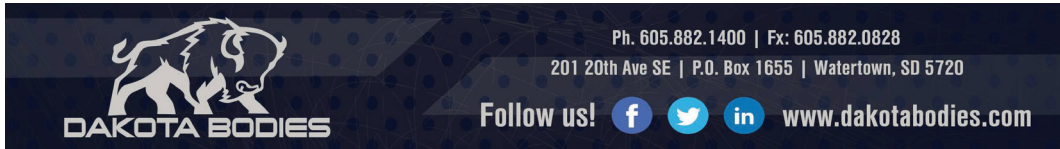
Qty. Description

- 1 Torsion bar stabilizer for rear axle.
 - 1 Exhaust extension for light duty chassis.
 - 1 Oil tank mounting for external reservoirs.
 - 18 Fill with Hydraulic oil for general purpose use.
 - * Refer to the product maintenance manual for specific type to be used.
 - 1 Safety Kit consists of the following:
 - * 5-lb ABC fire extinguisher with bracket.
 - * James King triangle reflector kit.
 - 1 Paint body floor with non-skid paint.
 - 1 Paint compartment top with non-skid paint.
- CHASSIS
- 1 Ford F550 4x2 (Spec # 33)
 - * 19,500 lbs GVWR
 - * Wheelbase 145", CA 60"
 - * 7,000-lb capacity front axle
 - * 14,706-lb capacity rear axle
 - * Powerstroke 6.7L 330 HP @ 2,600 rpm, torque 825 lb-ft @ 2,000 rpm
 - * 10-speed torq shift automatic transmission, with overdrive
 - * Oxford White
- SPECIAL CHARGES
- 1 Delivery to Customer.

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm; Strobe Light; Wheel Chocks; Outrigger Pads; Truck Grounding Cable;
Barricade Kit; Boom Stow Interlock; Auxiliary Let Down; and Platform Liner.
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in front in the quote or secondarily on the approved engineering drawing. Any accessories located or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Offers In-service Training.
5. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.



Quotation Number Q TX108-LT40-F
Terex Part Number: 65382638

To: Terex Utilities
 Attn: [Redacted]
 Customer: [Redacted]
 Date: [Redacted]

Spec Number: [Redacted] Inside Sales: [Redacted]
 State: [Redacted] Outside Sales: [Redacted]
 Engine Type: [Redacted]
 Crane/Unit Model: LT40
 Chassis: Ford Reference: TX108-LT40-F
 Axle Configuration: [Redacted] Same As: TX108-LT40-F

Dakota Bodies LLC. Steel Service Body

Terex
 108 Inches Long x 40 Inches High x 94 Inches Wide
 Chassis Cab to Axle (CA) of 60 Inches

- Bodies with one set of jack legs to have lifting eye and body shipping stands
- 16 gauge front bulkhead – Ship loose (unless specified)
- Wheel chock holders are to be installed 1/2" forward and 1/2" rearward of cutout
- All bulkheads to have pin access cutout/ cover when A-frame jack is ahead or behind bulkhead, x-frame jacks will not get pin access cutout/ cover

Body Dimensions:

108	Inches - Body Length
40	Inches - Body Height
94	Inches - Body Width
60	Inches - Chassis C/A
40	Inches - Compartment Height
18	Inches - Compartment Depth
58	Inches - Load Space Width
24	Inches - Top of Body to Top of Floor Dimension
18	Inches - Horizontal Compartment Height
None	Inches - Wheel Box Height

Body Materials:

16 ga Galvanneal	- Main Body Material
12 ga 4-Way Treadplate	- Compartment Tops Material
14 ga Galvanneal	- Wheel Panels Material
14 ga Galvanneal	- Front Bulkhead Material
18 ga Galvanized	- Shelving Material
Adjustable on Dual Unistrut	- Shelving Mounting Style
	OPTIONS
No	- Front Rock Guards Material
No	- Wheel Well Liners Material
No	- Bed Area Wall Liners Material

Other Body Details:

Door Materials:

Standard, Double Panel	- Door Type
18 ga Galvanneal	- Inner Door Material
18 ga Galvanneal	- Outer Door Material
Stainless Steel Rod & Socket	- Door Hinge Style
5/16" Stainless Steel	- Door Rod Material
Chain	- Vertical Door Holder Option
Chain	- Horizontal Door Holder Option
Single Point Rotary (Stainless Steel)	- Latch Type
	Keyed Alike - Lock Type
	- Wrap Around Striker with Rounded Corners

Other Door Details:

- Wrap Around door striker brackets

Floor and Understructure:

- | | |
|-------------------------------|---------------------------|
| 12 ga (.109) 4-Way Treadplate | - Bed Area Floor Material |
| LT40 | - Unit Cutout in Floor |
| Full | - Body Frame Style |
| Structural | - Body Frame Material |
| 6 Inch | - Body Frame Height |

Subframe Installation:

- Install customer supplied LT40 Insert in frame (PN#484174)
- Grounding plate installed at rear of body
- Five (5) 1/4" - 20 Jiffy clips installed on front flat evenly spaced for tying wires
- Hydraulic tube 22"L x 3/8" Diameter
- Five (5) studs welded to front flat
- Two (2) studs welded to rear horizontal flat
- Install bolt on lifting hooks and shippings stands to the opposite end if one set of outriggers is provided
- Welding studs below the body for running fuel lines from fuel cap till fuel tank

Accessories:

- Rubber Rolled Crown (PN# 30136) (Installed with Wheel Cut-Outs)
- Automotive Bulb Weatherstripping (PN# 30132) (Installed)
- Master Door Lock, Hook and Loop System on Both Sides with Two (2) Spring Loaded Door Handles
- One (1) Fuel Filler Cutout in Rear Streetside Only of Fender Panel
- Two (2) Jiffy clips installed on both sides of cutouts
- Mud Flap brackets -Terex PN65325255 installed
- Two (2) - 3/4" Light holes cut out at front of body - One each side

Paint:

- Powdercoat Complete; Interior and Exterior, Taffeta White DWS9-20001; PC0020
 - Paint the Complete Bed Area Same as Body
- Wrapper Painted Gloss Black

Streetside Compartmentation:

1st Vertical Compartment:

- 30" Wide x 40" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
 - Divider Slots on 2" Centers, with Five (5) Adjustable Dividers

Horizontal Compartment:

- 54" Wide x 18" High x 18" Deep Compartment
- Vacant / Open Compartment

Rear Vertical Compartment:

- 24" Wide x 40" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
 - Divider Slots on 2" Centers, with Four (4) Adjustable Dividers

Streetside Hotstick Shelf:

- 108 Inch Long Shelf Installed on the Streetside with a Rear Dropdown Access Door
- Stainless Steel Automotive Rotary Type Door Latch
 - Stud Mounted Latches to Have Hidden Fasteners Inside the Door
 - Striker Installed in Door Frame for Maximum Opening
 - Stud Mounted Automotive Style Latches Have Interior Plastic Latch Covers
 - Automotive Bulb Type Weatherstripping Mechanically Fastened to Door Frame with Rounded Corners

Curbside Compartmentation:

1st Vertical Compartment:

- 30" Wide x 40" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set

Horizontal Compartment:

- 54" Wide x 18" High x 18" Deep Compartment
- Eight (8) Adjustable Dividers installed on Compartment

Rear Vertical Compartment:

- 24" Wide x 40" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
 - Grounding cable bracket

Tailgate:

- Removable Steel Lasered Flat Retainer 4" high X full width of bed area installed at rear of load space.
- Includes pins and lanyards

Tailshelf:

- 12 Ga. treadplate tailshelf 36 inches long X 94 inches wide x 6 inches high.
- Install 3/16" plate under lightbar 10-1/2" from SS side skirt

Curb Side Access 20" Wide Recessed in Tailshelf on Curbside

Gripstrut access steps to bed area with

- 12 gauge galvanized risers and side kickplates.
- One (1) Mini pool type grabhandle at side access and One (1) - Low profile grabhandle bolted to top of CS compartment
- To have a 1/4" x 4" flat added to bottom of step for mounting cable step

Tailshelf Rear Lighting:

- 94" Wide **7-Lamp** light bar installed at rear of tailshelf NO LIGHTS
- **To be built per Terex 99059 design**

Wheel Chock Storage:

- Two (2) wheel chock holders installed on Curbside
- Include pendulum retainers

Prepared for: Mr. Sheldon Seward, Buyer, Terex

3140 15th Ave Se

Watertown, SD 57201

Office: 605-882-5515

Email: sheldon.seward@terex.com

2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 215



Client Proposal

Prepared by:

Mike Johnson

Office: 605-886-5844

Email: mike@watertownfordchrysler.com

Quote ID: Spec33

Date: 03/27/2021



Prepared for: Mr. Sheldon Seward

Quoted Chassis

Meeting: September 15, 2022 Item 10.

Buyer, Terex

Prepared by: Mike Johnson

03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 215 | Quote ID: Spec33

Mr. Sheldon Seward, Buyer, Terex

3140 15th Ave Se

Watertown, SD 57201

Office: 605-882-5515

Email: sheldon.seward@terex.com

Re: Quote ID Spec33 03/27/2021

Dear Mr. Seward,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Mike Johnson

Fleet Sales

605-886-5844

mike@watertownfordchrysler.com

Prepared for: Mr. Sheldon Seward

Quoted Chassis

Meeting: September 15, 2022 Item 10.

Buyer, Terex

Prepared by: Mike Johnson

03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 215 | Quote ID: Spec33

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Buyer, Terex

Prepared by: Mike Johnson

03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 215 | Quote ID: Spec33

Selected Equip & Specs

Dimensions

* **Exterior length: 272.9"** • Cab to axle: 60.0" • Exterior width: 80.0" • Exterior height: 81.7" • Wheelbase: 145.0" • Front track: 74.8" • Rear track: 74.0" • Turning radius: 21.2' • Rear tire outside width: 93.9" • Min ground clearance: 8.2" • Front legroom: 43.9" • Front headroom: 40.8" • Front hiproom: 62.5" • Front shoulder room: 66.7" • Passenger volume: 64.6cu.ft. • Cargo volume: 11.6cu.ft. • Maximum cargo volume: 11.6cu.ft.

Powertrain

* **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection** * **Recommended fuel : diesel** • federal • TorqShift 10 speed automatic transmission with overdrive • Rear-wheel drive * **Limited slip differential** • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A * **Transmission PTO provision**

Suspension/Handling

• Front Mono-beam non-independent suspension with anti-roll bar, HD shocks * **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks** • Firm ride Suspension • Hydraulic power-assist re-circulating ball Steering • Front and rear 19.5 x 6 argent steel wheels • LT225/70SR19.5 GBSW AS front and rear tires • Dual rear wheels

Body Exterior

• 2 doors * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator** * **Turn signal indicator in mirrors** • Black door mirrors * **Chrome bumpers** • Trailer harness • Clearcoat paint • Front and rear 19.5 x 6 wheels • 2 front tow hook(s)

Convenience

• Manual air conditioning with air filter * **Cruise control with steering wheel controls** * **Power front windows** * **Driver and passenger 1-touch up** * **Driver and passenger 1-touch down** * **Remote power door locks with 2 stage unlock and illuminated entry** • Manual tilt steering wheel • Manual telescopic steering wheel • Day-night rearview mirror • FordPass Connect 4G internet access • 911 Assist emergency SOS • Wireless phone connectivity • AppLink smart device integration • 2 1st row LCD monitors • Front cupholders • Passenger visor mirror * **Driver and passenger door bins** • Upfitter switches

Seats and Trim

• Seating capacity of 3 • Front 40-20-40 split-bench seat • 4-way driver seat adjustment • Manual driver lumbar support • 4-way passenger seat adjustment • Centre front armrest with storage

Entertainment Features

• AM/FM stereo radio • SYNC external memory control • Steering wheel mounted radio controls • 4 speakers • Streaming audio • Fixed antenna

Lighting, Visibility and Instrumentation

• Halogen aero-composite headlights • Delay-off headlights • Fully automatic headlights • Variable intermittent front windshield wipers • Light tinted windows • Front reading lights • Tachometer • Compass • Outside temperature display * **Camera(s) - rear** • Trip computer • Trip odometer

Buyer, Terex
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2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 215 | Quote ID: Spec33

Selected Equip & Specs (cont'd)

Safety and Security

- 4-wheel ABS brakes • Brake assist • 4-wheel disc brakes • Driveline traction control • Dual front impact airbag supplemental restraint system with passenger cancel • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st row overhead airbag supplemental restraint system * **Remote activated perimeter/approach lighting** * **Power remote door locks with 2 stage unlock and panic alarm** * **Security system with SecuriLock immobilizer** * **MyKey restricted driving mode** • Manually adjustable front head restraints

Dimensions

General Weights

* Curb	7,493 lbs.	* GVWR	19,500 lbs.
* Payload	12,070 lbs.		

Front Weights

* Front GAWR	7,000 lbs.	* Front curb weight	4,299 lbs.
Front axle capacity	7,000 lbs.	* Front spring rating	7,000 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,194 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	* Brake controller	Yes
Trailer sway control	Yes		

General Trailering

* 5th-wheel towing capacity	24100 lbs.	* Gooseneck towing capacity	24100 lbs.
Towing capacity	18500 lbs.	* GCWR	32500 lbs.

Fuel Tank type

Capacity	40 gal.
----------------	---------

Off Road

Min ground clearance	8 "
----------------------------	-----

Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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Rear Frame

Height loaded	29 "	* Height unloaded	36 "
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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.

Buyer, Terex
 Prepared by: Mike Johnson
 03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 215 | Quote ID: Spec33

Selected Equip & Specs (cont'd)

Powertrain

Engine Type

* Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
* Ignition	Compression	* Injection	Diesel direct injection
* Liters	6.7L	Orientation	Longitudinal
* Recommended fuel	Diesel	* Valves per cylinder	4
Valvetrain	OHV	* Forced induction	Intercooled turbo

Engine Spec

* Bore	3.90"	* Compression ratio	15.8:1
* Displacement	406 cu.in.	* Stroke	4.25"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	* Output	330 HP @ 2,600 RPM
* Torque	825 ft.-lb @ 2,000 RPM		

Alternator

* Type	Dual	* Amps	332
--------	------	--------	-----

Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual

Engine Extras

* Block heater	Yes
----------------	-----

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

Transmission Extras

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2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 215 | Quote ID: Spec33

Selected Equip & Specs (cont'd)

Driver selectable mode Yes
 Oil cooler Regular duty
 Sequential shift control SelectShift
 *PTO provision **Yes**

Drive Type

Type Rear-wheel

Drive Feature

* Limited slip differential **Mechanical**
 * Power take-off provision **Yes**
 Traction control Driveline

Drive Axle

Ratio 4.88

Exhaust

Material Stainless steel
 System type Single

Emissions

CARB Federal

Fuel Economy

* Fuel type **Diesel**

Engine Retarder

* Type **Yes**

Driveability

Brakes

ABS 4-wheel
 Type 4-wheel disc
 ABS channels 3
 Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent
 Anti-roll bar Regular

Front Spring

Type Coil
 * Grade **HD**

Front Shocks

Type HD

Rear Suspension

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Buyer, Terex
 Prepared by: Mike Johnson
 03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 215 | Quote ID: Spec33

Selected Equip & Specs (cont'd)

* Independence	DANA 130 rigid axle	Type	Leaf
Anti-roll bar	Regular		
<i>Rear Spring</i>			
Type	Leaf	Grade	HD
<i>Rear Shocks</i>			
Type	HD		
<i>Steering</i>			
Activation	Hydraulic power-assist	Type	Re-circulating ball
<i>Steering Specs</i>			
# of wheels	2		

Exterior

Front Wheels

Diameter	19.5"	Width	6.00"
----------	-------	-------	-------

Rear Wheels

Diameter	19.5"	Width	6.00"
Dual	Yes		

Front and Rear Wheels

Appearance	Argent	Material	Steel
------------	--------	----------	-------

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		

Wheels

Front track	74.8"	Rear track	74.0"
Turning radius	21.2'	Wheelbase	145.0"
Rear tire outside width	93.9"		

Body Features

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Price Level: 215 | Quote ID: Spec33

Selected Equip & Specs (cont'd)

Front splash guards Yes Body material Aluminum
Side impact beams Yes Front tow hook(s) 2

Body Doors

Door count 2

Exterior Dimensions

* Length 272.9" Body width 80.0"
Body height 81.7" Cab to axle 60.0"
* Axle to end of frame 89.4" Frame section modulus 12.7cu.in.
Frame yield strength (psi) 50000.0 Frame rail width 34.2"
Front bumper to Front axle 38.3" * Cab to end of frame 149.4"
Front bumper to back of cab 123.7"

Safety

Airbags

Driver front-impact Yes Driver side-impact Seat mounted
Overhead Safety Canopy System curtain 1st row
Passenger side-impact Seat mounted Passenger front-impact Cancellable

Seatbelt

Height adjustable Front

Security

* Immobilizer SecuriLock * Panic alarm Yes
* Restricted driving mode MyKey

Seating

Passenger Capacity

Capacity 3

Front Seats

Split 40-20-40 Type Split-bench

Driver Seat

Fore/aft Manual Reclining Manual
Way direction control 4 Lumbar support Manual

Passenger seat

Fore/aft Manual Reclining Manual
Way direction control 4

Front Head Restraint

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Selected Equip & Specs (cont'd)

Control	Manual	Type	Adjustable
<i>Front Armrest</i>			
Centre	Yes	Storage	Yes
<i>Front Seat Trim</i>			
Material	Vinyl	Back material	Vinyl

Convenience

AC And Heat Type

Air conditioning	Manual	Air filter	Yes
------------------------	--------	------------------	-----

Audio System

Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC

Audio Speakers

Speaker type	Regular	Speakers	4
--------------------	---------	----------------	---

Audio Controls

Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		

Audio Antenna

Type	Fixed
------------	-------

LCD Monitors

1st row	2	Primary monitor size (inches)	4.2
---------------	---	-------------------------------------	-----

Cruise Control

* **Cruise control. With steering wheel controls**

Convenience Features

* Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfitter switches	Yes

Door Lock Activation

* Type	Power with 2 stage unlock	* Remote	Keyfob (all doors)
* Integrated key/remote	Yes		

Door Locks Extra FOB Controls

Remote engine start	Smart device only
---------------------------	-------------------

Instrumentation Type

Display	Analog
---------------	--------

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Selected Equip & Specs (cont'd)

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes
* Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
* Camera(s) - rear	Yes		

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
---------------------	-----	---------------------	-----

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

* Window 1st row activation Power

Window Features

* 1-touch down	Driver and passenger	* 1-touch up	Driver and passenger
Tinted	Light		

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior

Passenger Visor

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

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Price Level: 215 | Quote ID: Spec33

Selected Equip & Specs (cont'd)

Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Gear shifter material	Urethane	Interior accents	Chrome
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
* Illuminated entry	Yes	Variable IP lighting	Yes
<i>Storage</i>			
* Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	* Passenger door bin	Yes
Illuminated	Yes	Instrument panel	Covered bin
Dashboard	Yes		
<i>Legroom</i>			
Front	43.9"		
<i>Headroom</i>			
Front	40.8"		
<i>Hip Room</i>			
Front	62.5"		
<i>Shoulder Room</i>			
Front	66.7"		
<i>Interior Volume</i>			
Passenger volume	64.6 cu.ft.		

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2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 215 | Quote ID: Spec33

As Configured Vehicle

Code	Description
Base Vehicle	
F5G	Base Vehicle Price (F5G)
Packages	
660A	<p>Order Code 660A</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Transmission: TorqShift 10-Speed Automatic - Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - Tires: 225/70Rx19.5G BSW A/P - 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 and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player - Includes 4 speakers. - SYNC Communications & Entertainment System - Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.
Powertrain	
99T	<p>Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20</p> <p><i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Dual 78-AH 750 CCA Batteries
44G	<p>Transmission: TorqShift 10-Speed Automatic</p> <p><i>Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i></p>
X8L	Limited Slip w/4.88 Axle Ratio
68M	<p>GVWR: 19,500 lb Payload Plus Upgrade Package</p> <p><i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i></p>
Wheels & Tires	
TGJ	Tires: 225/70Rx19.5G BSW A/P
64Z	<p>Wheels: 19.5" x 6" Argent Painted Steel</p> <p><i>Hub covers/center ornaments not included.</i></p>
Seats & Seat Trim	
A	<p>HD Vinyl 40/20/40 Split Bench Seat</p> <p><i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i></p>

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2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 215 | Quote ID: Spec33

As Configured Vehicle (cont'd)

Code	Description
Other Options	
PAINT	Monotone Paint Application
145WB	145" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>
96V	XL Value Package <i>Includes:</i> - XL Decor Group - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Folding Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry
473	Snow Plow Prep Package <i>Highly recommended for max power output. Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engines.</i> <i>Includes:</i> - 332 Amp Alternator
63C	Aft-Axle Frame Extension <i>42.4" aft-of-axle frame extension increases AF dimension to 89.4"</i>
41H	Engine Block Heater
62R	Transmission Power Take-Off Provision <i>Includes transmission mounted live drive and stationary mode PTO.</i>
18A	Upfitter Interface Module
67A	332 Amp Alternator

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Prepared for: Mr. Sheldon Seward

Quoted Chassis

Meeting: September 15, 2022 Item 10.

Buyer, Terex

Prepared by: Mike Johnson

03/27/2021

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Price Level: 215 | Quote ID: Spec33

As Configured Vehicle (cont'd)

Code	Description
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>
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>

Fleet Options

525_	Steering Wheel-Mounted Cruise Control
------	---------------------------------------

Emissions

425	50-State Emissions System
-----	---------------------------

Interior Color

AS_01	Medium Earth Gray
-------	-------------------

Exterior Color

Z1_01	Oxford White
-------	--------------

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2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

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Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Additional Warranty

Diesel Engine

Distance 100,000 miles Months 60 months

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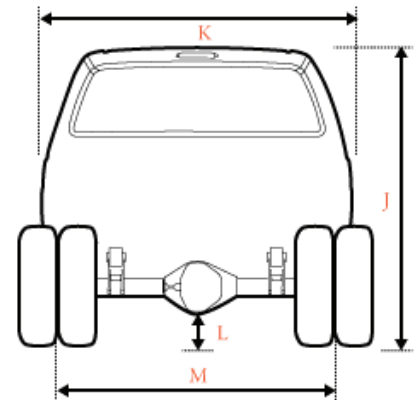
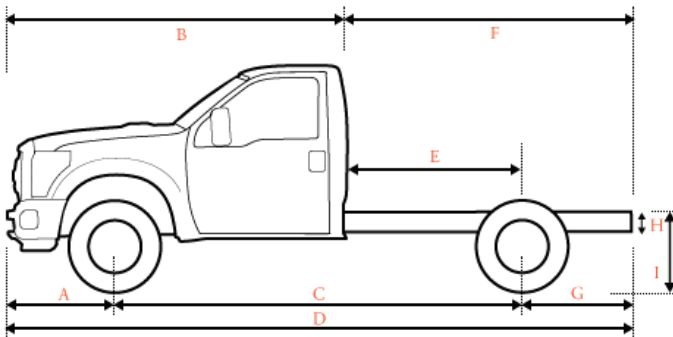
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Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	145.00 in.
D	Overall Length (OAL)	272.90 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	149.40 in.
G	Rear Axle to End of Frame (AF)	89.40 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	35.90 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.70 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.20 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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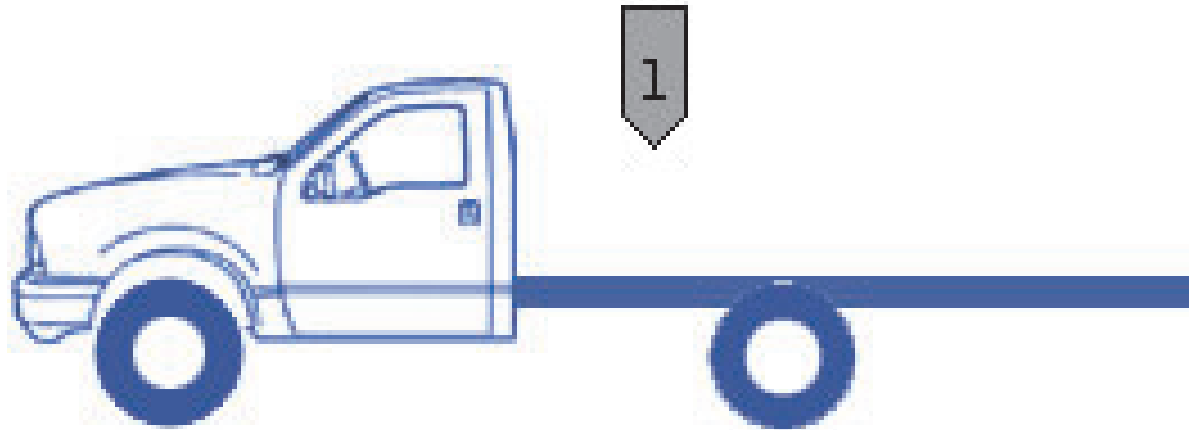
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2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

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Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,299 lbs	3,194 lbs	7,493 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	2,401 lbs	9,156 lbs	11,557 lbs
TOTAL	7,000 lbs	12,500 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,000 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,000 lbs	15,000 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.70	15.00 %	58.55 %
Start grade capability in reverse	4.87	15.00 %	60.67 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.66 %
Maximum grade in 9th gear	0.69	3.00 %	8.60 %
Maximum grade in 10th gear	0.62	3.00 %	7.69 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	96 mph
<i>To meet your requirement you need a maximum axle ratio of 6.26</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 122 hp</i>			
Cruise Speed		60 mph	71 mph
Engine RPM at desired cruise speed			1,945 rpm

Variables in Use

Rear axle ratio:	4.88/4.88	Governed RPM:	3,120 rpm
Tire size:	225/70R19.5 (647 rev/mile)	Frontal Area:	40.39 Sq.Ft.
Gross Vehicle Weight (GVW):	19,500 lbs	Cruising RPM:	2,300 rpm
Clutch engagement torque:	412 ft.lbs.	Worst road surface:	Typical Highway
Torque conversion ratio:	2.00	Final Drive Ratio:	0.62
Peak engine torque:	825 ft.lbs.	Drag Coefficient:	0.80
Engine Power:	330 hp @ 2,600 rpm		

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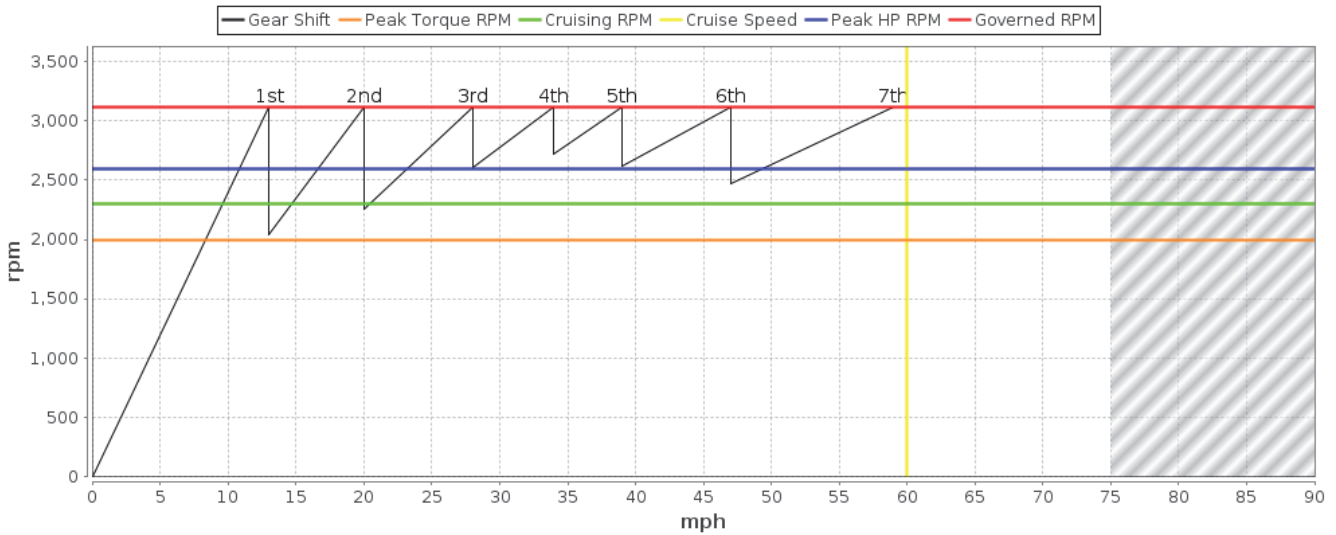
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Vehicle Dimension and Performance Summary (cont'd)

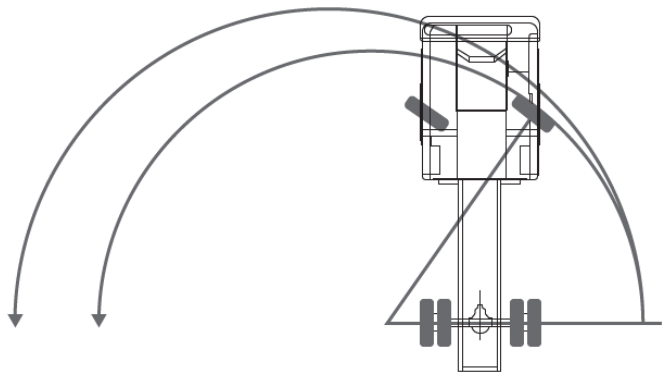
Shift Chart

Shift Chart displays mathematical geared speed.
Diesel engines use Governed RPM for shift points.
Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius 21.25 ft



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Prepared for: Mr. Sheldon Seward

Quoted Chassis

Meeting: September 15, 2022 Item 10.

Buyer, Terex

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03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 215 | Quote ID: Spec33

Pricing Summary - Single Vehicle

Vehicle Pricing

Base Vehicle Price

Options

Colors

Upfitting

Fleet Discount

Fuel Charge

Destination Charge

Total

Customer Signature

Acceptance Date

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2022 RAM 5500 Chassis Tradesman/SLT



Watertown Ford Chrysler





Watertown Ford Chrysler
1600 9th Ave SE Watertown, South Dakota 57201
Toll Free: 800-658-3671 Phone: 605-886-5844 Fax: 605-886-5909
Home page: <https://www.watertownfordchrysler.com/>

September 10, 2021

Re: 2022 RAM 5500 Chassis Tradesman/SLT

Sheldon Seward
Terex
South Dakota

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Mike Johnson
Commercial Account Manager
605-868-7978
mike@watertownfordchrysler.com



Prepared For:
Sheldon Seward
Terex
South Dakota

Prepared By:
Mike Johnson
Watertown Ford Chrysler
1600 9th Ave SE
Watertown, South Dakota, 57201
Phone: 605-886-5844
Toll Free: 800-658-3671

INDEX **2022 RAM 5500 Chassis**

4x2 Regular Cab 144.5" WB Tradesman/SLT (DP5L63)

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Prepared For:
Sheldon Seward
Terex
South Dakota

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VEHICLE OVERVIEW

2022 RAM 5500 Chassis

4x2 Regular Cab 144.5" WB Tradesman/SLT (DP5L63)

Powertrain

Cummins 6.7L I-6 OHV diesel direct injection 24 valve intercooled turbo diesel engine * 180 amp alternator * 1,460 amp (total) battery dual lead acid batteries with run down protection * Engine block heater, engine oil cooler, transmission oil cooler * 6-speed electronic sequential shift control automatic transmission with overdrive, lock-up, driver selection * Rear-wheel drive * Limited slip differential, ABS & driveline traction control, power take-off provision * 4.44 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * HD ride suspension, with electronic stability * Non-independent front suspension * Front leading link suspension * Front anti-roll bar * HD front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear anti-roll bar * HD rear leaf springs * HD rear shocks * Front and rear 19.5" x 6.00" argent steel wheels with chrome hub covers * 225/70R19.5 BSW AS front tires * AT rear tires

Safety

4-wheel anti-lock braking system * Daytime running lights * Dual airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * Sentry Key immobilizer, panic alarm

Comfort and Convenience

Air conditioning, air filter, supplemental heater * SiriusXM AM/FM/Satellite-prep, clock, seek-scan, external memory control, 4 speakers, voice activation, Bluetooth streaming audio, integrated roof antenna * 1 1st row LCD monitor * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry * 2 12V DC power outlets, retained accessory power, SiriusXM Guardian emergency SOS, Uconnect w/Bluetooth wireless phone connectivity * Analog instrumentation appearance includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temp gauge, engine hour meter, compass, exterior temp, systems monitor, redundant digital speedometer, camera(s) - rear camera, trip odometer * Warning indicators include oil pressure, engine temperature, battery, low oil level, low coolant, lights on, key, low fuel, low washer fluid, lighting malfunction, door ajar, service interval, brake fluid, turn signal on, transmission fluid temp * Steering wheel with tilt adjustment * Power front windows with light tint, driver and passenger 1-touch down * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights, illuminated entry * Mini overhead console, glove box, front cupholder, instrument panel bin, dashboard storage, driver and passenger door bins * Upfitter switches

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VEHICLE OVERVIEW Continued

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat * 4-way adjustable passenger seat * Vinyl faced front seats with vinyl back material * Cloth door trim insert, full cloth headliner, full vinyl/rubber floor covering, deluxe sound insulation, metal-look instrument panel insert, urethane gear shifter material, metal-look door panel insert, chrome/metal-look interior accents

Exterior Features

Side impact beams, front license plate bracket, galvanized steel/aluminum body material * Black fender flares * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors * Trailer harness, brake controller, trailer sway control * Driver and passenger power remote black heated convex spotter folding manual extendable trailer outside mirrors with turn signal indicators, clearance lights * Front chrome bumper with front tow hooks * Aero-composite halogen auto on/off headlamps with multiple headlamps, delay-off feature * Additional exterior lights include cab clearance lights, remote activated perimeter/approach lights * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/100,000 miles
Corrosion Perforation	60 month/100,000 miles	Roadside Assistance	60 month/100,000 miles
Diesel Engine	60 month/100,000 miles		

Dimensions and Capacities

Output	360 hp @ 2,800 rpm	Torque	800 lb.-ft. @ 1,800 rpm
Drag coefficient	0.41	1st gear ratio	3.750
2nd gear ratio	2.000	3rd gear ratio	1.340
4th gear ratio	1.000	5th gear ratio	0.770
6th gear ratio	0.630	Reverse gear ratio	3.540
Curb weight	7,646 lbs.	GVWR	19,500 lbs.
Front GAWR	7,250 lbs.	Rear GAWR	13,500 lbs.
Payload	11,870 lbs.	Front curb weight	4,513 lbs.
Rear curb weight	3,133 lbs.	Front axle capacity	7,250 lbs.
Rear axle capacity	13,500 lbs.	Front spring rating	7,250 lbs.
Rear spring rating	13,500 lbs.	Front tire/wheel capacity	7,940 lbs.
Rear tire/wheel capacity	15,000 lbs.	Towing capacity	24,220 lbs.
Front legroom	40.9 "	Front headroom	39.8 "
Front hiproom	62.9 "	Front shoulder room	65.9 "
Passenger area volume	62.5 cu.ft.	Length	236.3 "
Body width	86.9 "	Body height	81.7 "
Wheelbase	144.5 "	Cab to axle	60.0 "
Axle to end of frame	50.8 "	Front track	77.1 "
Rear track	73.6 "	Turning radius	22.7 '
Fuel tank	52.0 gal.	Rear frame height loaded	31.2 "

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VEHICLE OVERVIEW Continued

Dimensions and Capacities (Continued)

Rear frame height unloaded 36.2 "

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STANDARD EQUIPMENT

2022 RAM 5500 Chassis

4x2 Regular Cab 144.5" WB Tradesman/SLT (DP5L63)

Powertrain

HEMI 6.4L V-8 OHV SMPI 16 valve engine with VVT variable valve control, variable intake length, cylinder deactivation * 180 amp alternator * 730 amp battery with run down protection * Engine oil cooler, transmission oil cooler * 6-speed electronic sequential shift control automatic transmission with overdrive, lock-up, driver selection * Rear-wheel drive * Limited slip differential, ABS & driveline traction control, power take-off provision * 4.44 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Electronic stability * Non-independent front suspension * Front leading link suspension * Front anti-roll bar * Front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear anti-roll bar * HD rear leaf springs * HD rear shocks * Front and rear 19.5" x 6.00" argent steel wheels * 225/70R19.5 BSW AS

Safety

4-wheel anti-lock braking system * Daytime running lights * Dual airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * Sentry Key immobilizer

Comfort and Convenience

Air conditioning, air filter * SiriusXM AM/FM/Satellite-prep, clock, seek-scan, external memory control, 4 speakers, voice activation, Bluetooth streaming audio, integrated roof antenna * 1 1st row LCD monitor * Cruise control with steering wheel controls * 2 12V DC power outlets, retained accessory power, SiriusXM Guardian emergency SOS, Uconnect w/Bluetooth wireless phone connectivity * Analog instrumentation appearance includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temp gauge, engine hour meter, compass, exterior temp, systems monitor, redundant digital speedometer, trip odometer * Warning indicators include oil pressure, engine temperature, battery, low oil level, low coolant, lights on, key, low fuel, low washer fluid, lighting malfunction, door ajar, service interval, brake fluid, turn signal on, transmission fluid temp * Steering wheel with tilt adjustment * Manual front windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade * Glove box, front cupholder, instrument panel bin, dashboard storage, driver and passenger door bins * Upfitter switches

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with

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STANDARD EQUIPMENT Continued**Seating and Interior (Continued)**

storage * 4-way adjustable driver seat * 4-way adjustable passenger seat * Vinyl faced front seats with vinyl back material * Full cloth headliner, full vinyl/rubber floor covering, deluxe sound insulation, metal-look instrument panel insert, urethane gear shifter material, chrome/metal-look interior accents

Exterior Features

Side impact beams, galvanized steel/aluminum body material * Black fender flares * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors * Trailer harness, trailer sway control * Driver and passenger manual black convex spotter folding manual extendable trailer outside mirrors * Front black bumper with front tow hooks * Aero-composite halogen auto on/off headlamps with multiple headlamps, delay-off feature * Additional exterior lights include cab clearance lights * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/100,000 miles	Roadside Assistance	60 month/100,000 miles

Dimensions and Capacities

Output	370 hp @ 5,600 rpm	Torque	429 lb.-ft. @ 4,000 rpm
Drag coefficient	0.41	1st gear ratio	3.230
2nd gear ratio	1.840	3rd gear ratio	1.410
4th gear ratio	1.000	5th gear ratio	0.820
6th gear ratio	0.630	Reverse gear ratio	4.440
Curb weight	6,862 lbs.	GVWR	18,000 lbs.
Front GAWR	6,000 lbs.	Rear GAWR	13,500 lbs.
Payload	11,140 lbs.	Front curb weight	3,750 lbs.
Rear curb weight	3,112 lbs.	Front axle capacity	7,000 lbs.
Rear axle capacity	13,500 lbs.	Front spring rating	6,000 lbs.
Rear spring rating	13,500 lbs.	Front tire/wheel capacity	7,940 lbs.
Rear tire/wheel capacity	15,000 lbs.	Towing capacity	18,990 lbs.
Front legroom	40.9 "	Front headroom	39.8 "
Front hiproom	62.9 "	Front shoulder room	65.9 "
Passenger area volume	62.5 cu.ft.	Length	236.3 "
Body width	86.9 "	Body height	81.7 "
Wheelbase	144.5 "	Cab to axle	60.0 "
Axle to end of frame	50.8 "	Front track	77.1 "
Rear track	73.6 "	Turning radius	22.7 '
Fuel tank	52.0 gal.	Rear frame height loaded	31.2 "
Rear frame height unloaded	36.2 "		

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SELECTED EQUIPMENT 2022 RAM 5500 Chassis

4x2 Regular Cab 144.5" WB Tradesman/SLT (DP5L63)

DP5L63	Base Vehicle Price (DP5L63)	STD
Packages		
2YA	Quick Order Package 2YA Tradesman <i>Black Wheel Flares; Door Sill Scuff Pads; Glove Box; Matte Black Grille Surround; Halogen Quad Headlamps; Black Key Fob; Map/Courtesy Lamp; Rear Dome Lamp; Urethane Shift Control</i>	OPT
Emissions		
NAS	50 State Emissions	OPT
Powertrain		
ETN	Engine: 6.7L I6 Cummins Turbo Diesel <i>87 mph Maximum Speed; B-20 Bio Diesel Capability; Clean Idle Emissions Label; Cummins Turbo Diesel Badge; Current Generation Engine Controller; Distribution Services Tracking; Dual 730 Amp Maintenance Free Batteries; Electronically Controlled Throttle; (Z5A) GVWR: 19,500 lbs; Selective Catalytic Reduction (Urea); Smart Diesel Exhaust Brake; Supplemental Heater</i>	OPT
DF2	Transmission: 6-Speed Auto Aisin AS69RC HD	OPT
DMK	4.44 Axle Ratio	STD
Z5A	GVWR: 19,500 lbs	INC
Wheels & Tires		
TAJ	Tires: 225/70R19.5G FT All Position, RR Traction	OPT
WP3	Wheels: 19.5" x 6.0" Steel	STD
Seats & Seat Trim		
TX	HD Vinyl 40/20/40 Split Bench Seat	STD

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SELECTED EQUIPMENT Continued**Other Options**

APA	Monotone Paint Application <i>Exterior content such as door handles, fascia, mirrors, etc. are black when ordering special low volume paints.</i>	STD
AMP	Chrome Appearance Group <i>Bright Front Bumper; Center Hub; Matte Black Mesh w/Chrome Grille; Chrome Grille Surround</i>	OPT
ADE	Cold Weather Group <i>(NHK) Engine Block Heater; MOPAR Winter Front Grille Cover</i>	OPT
NHK	Engine Block Heater	INC
MDA	Front License Plate Bracket	OPT
AZB	Heavy Duty Front Suspension Group	OPT
XAC	ParkView Rear Back-Up Camera	OPT
LBN	Power Take Off Prep <i>Hard Wired Remote Start; Split Shaft Capability Power Take Off</i>	OPT
A61	Tradesman Level 1 Equipment Group <i>Exterior Mirrors w/Supplemental Signals; Exterior Mirrors Courtesy Lamps; Exterior Mirrors w/Heating Element; Mirror Running Lights; Overhead Console; Overhead Cupholder Lamp; Power Black Trailer Tow Mirrors; Front 1-Touch Down Power Windows; Remote Keyless Entry; Speed Sensitive Power Locks; Upgraded Door Trim Panels</i>	OPT
XHC	Trailer Brake Control <i>Trailer Light Check</i>	OPT
UAA	Radio: Uconnect 3 w/5" Display	STD
	Interior Colors For : Primary w/Regular Cabs	
X8	Diesel Gray/Black Primary Colors For : Primary w/Regular Cabs	OPT
PW7	Bright White Clearcoat	OPT

Vehicle Subtotal**Destination****Vehicle Subtotal (including Destination)**

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DIMENSIONS & CAPACITIES 2022 RAM 5500 Chassis

4x2 Regular Cab 144.5" WB Tradesman/SLT (DP5L63)

Output	360 hp @ 2,800 rpm
Torque	800 lb.-ft. @ 1,800 rpm
Drag coefficient	0.41
1st gear ratio	3.750
2nd gear ratio	2.000
3rd gear ratio	1.340
4th gear ratio	1.000
5th gear ratio	0.770
6th gear ratio	0.630
Reverse gear ratio	3.540
Curb weight	7,646 lbs.
GVWR	19,500 lbs.
Front GAWR	7,250 lbs.
Rear GAWR	13,500 lbs.
Payload	11,870 lbs.
Front curb weight	4,513 lbs.
Rear curb weight	3,133 lbs.
Front axle capacity	7,250 lbs.
Rear axle capacity	13,500 lbs.
Front spring rating	7,250 lbs.
Rear spring rating	13,500 lbs.
Front tire/wheel capacity	7,940 lbs.
Rear tire/wheel capacity	15,000 lbs.
Towing capacity	24,220 lbs.
Front legroom	40.9 "
Front headroom	39.8 "
Front hiproom	62.9 "
Front shoulder room	65.9 "
Passenger area volume	62.5 cu.ft.
Length	236.3 "
Body width	86.9 "
Body height	81.7 "
Wheelbase	144.5 "
Cab to axle	60.0 "

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DIMENSIONS & CAPACITIES Continued

Axle to end of frame	50.8 "
Front track	77.1 "
Rear track	73.6 "
Turning radius	22.7 '
Fuel tank	52.0 gal.
Rear frame height loaded	31.2 "
Rear frame height unloaded	36.2 "

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Meeting: September 15, 2022 Item 10.



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WARRANTY **2022 RAM 5500 Chassis**

4x2 Regular Cab 144.5" WB Tradesman/SLT (DP5L63)

	Months/Distance
Basic	36 month/36,000 miles
Powertrain	60 month/100,000 miles
Corrosion Perforation	60 month/100,000 miles
Roadside Assistance	60 month/100,000 miles
Diesel Engine	60 month/100,000 miles

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JOB RATING 2022 RAM 5500 Chassis

4x2 Regular Cab 144.5" WB Tradesman/SLT (DP5L63)

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.

Start Tests	Calculated	Desired
Start grade capability in gear 1	35.1 %	.0 %
Start grade capability in reverse	33.1 %	.0 %

Grade Tests	Calculated	Desired
Maximum grade in gear 3	14.8 %	3.0 %
Maximum grade in gear 4	11.1 %	3.0 %
Maximum grade in gear 5	8.5 %	3.0 %
Maximum grade in gear 6	7.0 %	3.0 %

Speed Tests
Given your requirement to go 65 mph, you need a maximum axle ratio of 7.21.
Given your requirement to go 55 mph at a grade of 3.0%, you need a minimum of 124 hp.
The engine RPM at 60 mph cruise speed is 1,818 rpm

Test Variables Used

Rear axle ratio:	4.44	Rear axle ratio:	4.44
Gear 1 ratio:	3.75	Drag Coefficient	0.41
Gear reverse ratio:	3.54		
Tire size:	225/70R19.5 (650rev/mile)		
Gross vehicle weight (GVW):	19,500 lbs		
Clutch engagement torque:	400 ft.lbs.		
Torque conversion ratio:	1.7		
Gear 3 ratio:	1.34		
Gear 4 ratio:	1.00		
Gear 5 ratio:	0.77		
Gear 6 ratio:	0.63		
Peak engine torque:	800 ft.lbs.		
Engine Power:	360 hp @ 2,800 rpm		
Governed RPM:	3,200 rpm		
Frontal Area:	43.9 Sq.Ft.		
Cruising RPM	2,880 rpm		
Worst road surface	Typical Highway		
Final Drive Ratio:	0.63		
Rear axle ratio:	4.44		

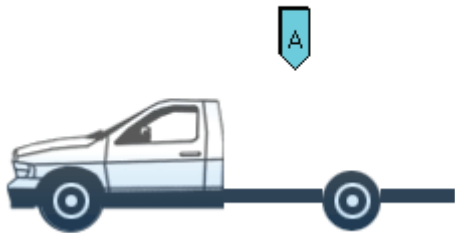
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JOB RATING Continued

Weight Tests

Variables	Front Axle	Rear Axle	Totals
Chassis	4,513 lbs	3,133 lbs	7,646 lbs
Body	0 lbs	0 lbs	0 lbs
Payload	2,496 lbs	9,358 lbs	11,854 lbs
TOTAL	7,009 lbs	12,491 lbs	19,500 lbs

Weights



Ratings			GVWR
GAWR	7,250 lbs	13,500 lbs	19,500 lbs
Wheels/Tires	7,940 lbs	15,000 lbs	
Suspension	7,250 lbs	13,500 lbs	
Axle	7,250 lbs	13,500 lbs	
Legal Limit	0 lbs	0 lbs	

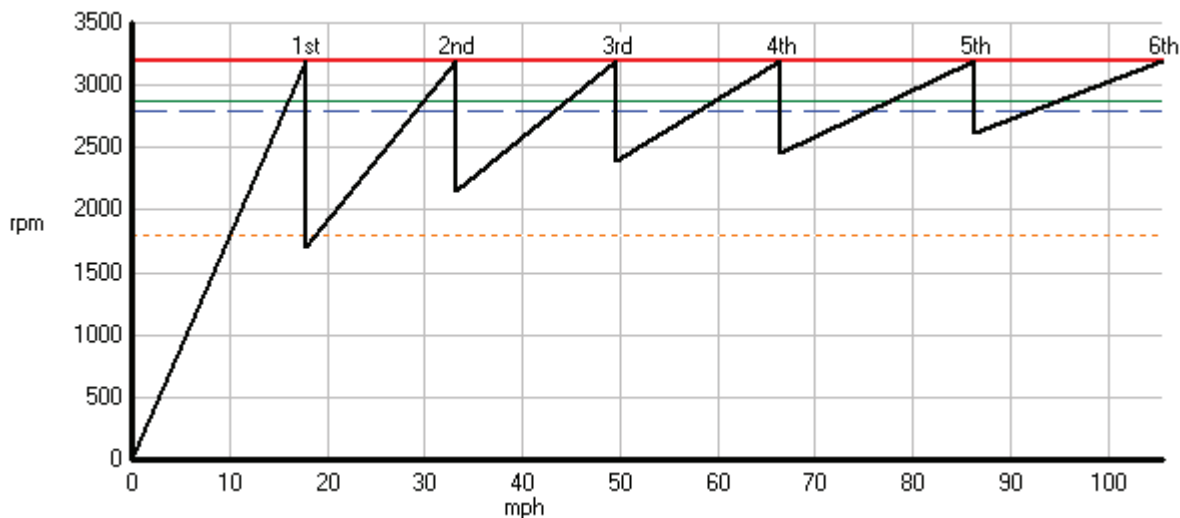
Weight Summary	Calculated	GAWR	Legal Limits
Front axle load is	7,009 lbs	7,250 lbs	0 lbs
Rear axle load is	12,491 lbs	13,500 lbs	0 lbs

Weight Point Load Legend	
Point A	11,404 lbs

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JOB RATING Continued

Shift Chart



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Prepared for: Mr. Sheldon Seward, Buyer, Terex

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Watertown, SD 57201

Office: 605-882-5515

Email: sheldon.seward@terex.com

2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 215



Client Proposal

Prepared by:

Mike Johnson

Office: 605-886-5844

Email: mike@watertownfordchrysler.com

Quote ID: Spec32

Date: 03/27/2021



Prepared for: Mr. Sheldon Seward

Optioned Chassis

Meeting: September 15, 2022 Item 10.

Buyer, Terex

Prepared by: Mike Johnson

03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 215 | Quote ID: Spec32

Mr. Sheldon Seward, Buyer, Terex

3140 15th Ave Se

Watertown, SD 57201

Office: 605-882-5515

Email: sheldon.seward@terex.com

Re: Quote ID Spec32 03/27/2021

Dear Mr. Seward,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Mike Johnson

Fleet Sales

605-886-5844

mike@watertownfordchrysler.com

Buyer, Terex

Prepared by: Mike Johnson

03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 215 | Quote ID: Spec32

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Buyer, Terex

Prepared by: Mike Johnson

03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 215 | Quote ID: Spec32

Selected Equip & Specs

Dimensions

* **Exterior length: 272.9"** • Cab to axle: 60.0" • Exterior width: 80.0" • Exterior height: 81.5" • Wheelbase: 145.0" • Front track: 74.8" • Rear track: 74.0" • Turning radius: 21.2' • Rear tire outside width: 93.9" • Min ground clearance: 8.2" • Front legroom: 43.9" • Front headroom: 40.8" • Front hiproom: 62.5" • Front shoulder room: 66.7" • Passenger volume: 64.6cu.ft. • Cargo volume: 11.6cu.ft. • Maximum cargo volume: 11.6cu.ft.

Powertrain

* **Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection** * **Recommended fuel : diesel** • federal • TorqShift 10 speed automatic transmission with overdrive • Part-time * **Limited slip differential** • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A * **Transmission PTO provision**

Suspension/Handling

• Front Mono-beam non-independent suspension with anti-roll bar, HD shocks * **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks** • Firm ride Suspension • Hydraulic power-assist re-circulating ball Steering • Front and rear 19.5 x 6 argent steel wheels * **LT225/70SR19.5 GBSW AT front and rear tires** • Dual rear wheels

Body Exterior

• 2 doors * **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator** * **Turn signal indicator in mirrors** • Black door mirrors * **Chrome bumpers** • Trailer harness • Clearcoat paint • Front and rear 19.5 x 6 wheels • 2 front tow hook(s)

Convenience

• Manual air conditioning with air filter * **Cruise control with steering wheel controls** * **Power front windows** * **Driver and passenger 1-touch up** * **Driver and passenger 1-touch down** * **Remote power door locks with 2 stage unlock and illuminated entry** • Manual tilt steering wheel • Manual telescopic steering wheel • Day-night rearview mirror • FordPass Connect 4G internet access • 911 Assist emergency SOS • Wireless phone connectivity • AppLink smart device integration • 2 1st row LCD monitors • Front cupholders • Passenger visor mirror * **Driver and passenger door bins** • Upfitter switches

Seats and Trim

• Seating capacity of 3 • Front 40-20-40 split-bench seat • 4-way driver seat adjustment • Manual driver lumbar support • 4-way passenger seat adjustment • Centre front armrest with storage

Entertainment Features

• AM/FM stereo radio • SYNC external memory control • Steering wheel mounted radio controls • 4 speakers • Streaming audio • Fixed antenna

Lighting, Visibility and Instrumentation

• Halogen aero-composite headlights • Delay-off headlights • Fully automatic headlights • Variable intermittent front windshield wipers • Light tinted windows • Front reading lights • Tachometer • Compass • Outside temperature display * **Camera(s) - rear** • Trip computer • Trip odometer

Buyer, Terex

Prepared by: Mike Johnson

03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 215 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Safety and Security

- 4-wheel ABS brakes • Brake assist • 4-wheel disc brakes • Driveline traction control • Dual front impact airbag supplemental restraint system with passenger cancel • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st row overhead airbag supplemental restraint system * **Remote activated perimeter/approach lighting** * **Power remote door locks with 2 stage unlock and panic alarm** * **Security system with SecuriLock immobilizer** * **MyKey restricted driving mode** • Manually adjustable front head restraints

Dimensions

General Weights

* Curb	7,809 lbs.	* GVWR	19,500 lbs.
* Payload	11,750 lbs.		

Front Weights

* Front GAWR	7,000 lbs.	* Front curb weight	4,604 lbs.
Front axle capacity	7,000 lbs.	* Front spring rating	7,000 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	3,205 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	* Brake controller	Yes
Trailer sway control	Yes		

General Trailering

* 5th-wheel towing capacity	23800 lbs.	* Gooseneck towing capacity	23800 lbs.
Towing capacity	18500 lbs.	* GCWR	32500 lbs.

Fuel Tank type

Capacity 40 gal.

Off Road

Min ground clearance 8 "

Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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Rear Frame

Height loaded	29 "	* Height unloaded	36 "
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2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 215 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Powertrain

Engine Type

* Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
* Ignition	Compression	* Injection	Diesel direct injection
* Liters	6.7L	Orientation	Longitudinal
* Recommended fuel	Diesel	* Valves per cylinder	4
Valvetrain	OHV	* Forced induction	Intercooled turbo

Engine Spec

* Bore	3.90"	* Compression ratio	15.8:1
* Displacement	406 cu.in.	* Stroke	4.25"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	* Output	330 HP @ 2,600 RPM
* Torque	825 ft.-lb @ 2,000 RPM		

Alternator

* Type	Dual	* Amps	332
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Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual

Engine Extras

* Block heater	Yes
----------------	------------

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

Transmission Extras

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Selected Equip & Specs (cont'd)

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty	* PTO provision	Yes
<i>Drive Type</i>			
4wd type	Part-time	Type	Four-wheel
<i>Drive Feature</i>			
* Limited slip differential	Mechanical	Traction control	Driveline
* Power take-off provision	Yes	Locking hub control	Auto
Transfer case shift	Electronic		
<i>Drive Axle</i>			
Ratio	4.88		
<i>Exhaust</i>			
Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	Federal		
<i>Fuel Economy</i>			
* Fuel type	Diesel		
<i>Engine Retarder</i>			
* Type	Yes		

Driveability

<i>Brakes</i>			
ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear
<i>Brake Assistance</i>			
Brake assist	Yes		
<i>Suspension Control</i>			
Ride	Firm		
<i>Front Suspension</i>			
Independence	Mono-beam non-independent	Anti-roll bar	Regular
<i>Front Spring</i>			
Type	Coil	* Grade	HD
<i>Front Shocks</i>			
Type	HD		

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Price Level: 215 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Rear Suspension

* Independence DANA 130 rigid axle Type Leaf
Anti-roll bar Regular

Rear Spring

Type Leaf Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 19.5" Width 6.00"

Rear Wheels

Diameter 19.5" Width 6.00"
Dual Yes

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* Tread AT Type LT
Width 225mm LT load rating G
* RPM 645

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* Tread AT Type LT
Width 225mm LT load rating G
* RPM 645

Wheels

Front track 74.8" Rear track 74.0"
Turning radius 21.2' Wheelbase 145.0"

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Selected Equip & Specs (cont'd)

Rear tire outside width 93.9"

Body Features

Front splash guards	Yes	Body material	Aluminum
Side impact beams	Yes	Front tow hook(s)	2

Body Doors

Door count 2

Exterior Dimensions

* Length	272.9"	Body width	80.0"
Body height	81.5"	Cab to axle	60.0"
* Axle to end of frame	89.4"	Frame section modulus	12.7cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	* Cab to end of frame	149.4"
Front bumper to back of cab	123.7"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

Seatbelt

Height adjustable Front

Security

* Immobilizer	SecuriLock	* Panic alarm	Yes
* Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity 3

Front Seats

Split	40-20-40	Type	Split-bench
-------------	----------	------------	-------------

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
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Price Level: 215 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Way direction control 4

Front Head Restraint

Control Manual Type Adjustable

Front Armrest

Centre Yes Storage Yes

Front Seat Trim

Material Vinyl Back material Vinyl

Convenience

AC And Heat Type

Air conditioning Manual Air filter Yes

Audio System

Radio AM/FM stereo Radio grade Regular
 Seek-scan Yes External memory control SYNC

Audio Speakers

Speaker type Regular Speakers 4

Audio Controls

Steering wheel controls Yes Voice activation Yes
 Streaming audio Bluetooth yes

Audio Antenna

Type Fixed

LCD Monitors

1st row 2 Primary monitor size (inches) 4.2

Cruise Control

*** Cruise control With steering wheel controls**

Convenience Features

*** Retained accessory power** Yes 12V DC power outlet 3
 Emergency SOS 911 Assist Wireless phone connectivity Bluetooth
 Smart device integration App link Upfitter switches Yes

Door Lock Activation

*** Type** Power with 2 stage unlock *** Remote** Keyfob (all doors)
*** Integrated key/remote** Yes

Door Locks Extra FOB Controls

Remote engine start Smart device only

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Price Level: 215 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes
* Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
* Camera(s) - rear	Yes		

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
---------------------	-----	---------------------	-----

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

* Window 1st row activation **Power**

Window Features

* 1-touch down	Driver and passenger	* 1-touch up	Driver and passenger
Tinted	Light		

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior

Passenger Visor

Mirror Yes

Rear View Mirror

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Price Level: 215 | Quote ID: Spec32

Selected Equip & Specs (cont'd)

Day-night	Yes		
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Gear shifter material	Urethane	Interior accents	Chrome
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
* Illuminated entry	Yes	Variable IP lighting	Yes
<i>Storage</i>			
* Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	* Passenger door bin	Yes
Illuminated	Yes	Instrument panel	Covered bin
Dashboard	Yes		
<i>Legroom</i>			
Front	43.9"		
<i>Headroom</i>			
Front	40.8"		
<i>Hip Room</i>			
Front	62.5"		
<i>Shoulder Room</i>			
Front	66.7"		
<i>Interior Volume</i>			
Passenger volume	64.6 cu.ft.		

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2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 215 | Quote ID: Spec32

As Configured Vehicle

Code	Description
------	-------------

Base Vehicle

F5H	Base Vehicle Price (F5H)
-----	--------------------------

Packages

660A	<p>Order Code 660A</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Transmission: TorqShift 10-Speed Automatic Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - 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 and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.
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Powertrain

99T	<p>Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20</p> <p><i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Dual 78-AH 750 CCA Batteries
44G	<p>Transmission: TorqShift 10-Speed Automatic</p> <p><i>Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i></p>
X8L	Limited Slip w/4.88 Axle Ratio
68M	<p>GVWR: 19,500 lb Payload Plus Upgrade Package</p> <p><i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i></p>

Wheels & Tires

TGK	<p>Tires: 225/70Rx19.5G BSW Traction (TGK)</p> <p><i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.</i></p>
64Z	<p>Wheels: 19.5" x 6" Argent Painted Steel</p> <p><i>Hub covers/center ornaments not included.</i></p>

Seats & Seat Trim

A	HD Vinyl 40/20/40 Split Bench Seat
---	------------------------------------

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2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 215 | Quote ID: Spec32

As Configured Vehicle (cont'd)

Code	Description
	<i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	
PAINT	Monotone Paint Application
145WB	145" Wheelbase
STDRD	<p>Radio: AM/FM Stereo w/MP3 Player</p> <p><i>Includes 4 speakers.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - SYNC Communications & Entertainment System - Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.
96V	<p>XL Value Package</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - XL Decor Group - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control
90L	<p>Power Equipment Group</p> <p><i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Accessory Delay - Advanced Security Pack - Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Folding Trailer Tow Mirrors w/Power Heated Glass - Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals. - MyKey - Includes owner controls feature. - Power Front Side Windows - Includes 1-touch up/down driver/passenger window. - Power Locks - Remote Keyless Entry
473	<p>Snow Plow Prep Package</p> <p><i>Highly recommended for max power output. Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engines.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - 332 Amp Alternator
63C	<p>Aft-Axle Frame Extension</p> <p><i>42.4" aft-of-axle frame extension increases AF dimension to 89.4"</i></p>
41H	Engine Block Heater
62R	<p>Transmission Power Take-Off Provision</p> <p><i>Includes transmission mounted live drive and stationary mode PTO.</i></p>
18A	Upfitter Interface Module

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Prepared for: Mr. Sheldon Seward

Optioned Chassis

Meeting: September 15, 2022 Item 10.

Buyer, Terex

Prepared by: Mike Johnson

03/27/2021

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2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

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As Configured Vehicle (cont'd)

Code	Description
67A	332 Amp Alternator
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>
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>

Fleet Options

525_	Steering Wheel-Mounted Cruise Control
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Emissions

425	50-State Emissions System
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Interior Color

AS_01	Medium Earth Gray
-------	-------------------

Exterior Color

Z1_01	Oxford White
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Optioned Chassis

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Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Additional Warranty

Diesel Engine

Distance 100,000 miles Months 60 months

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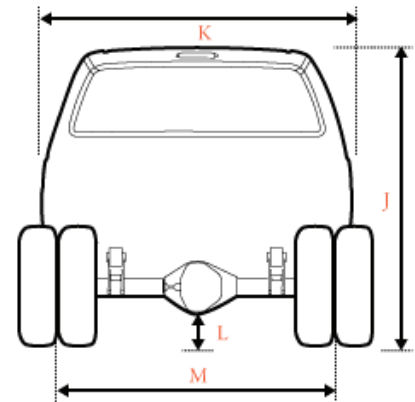
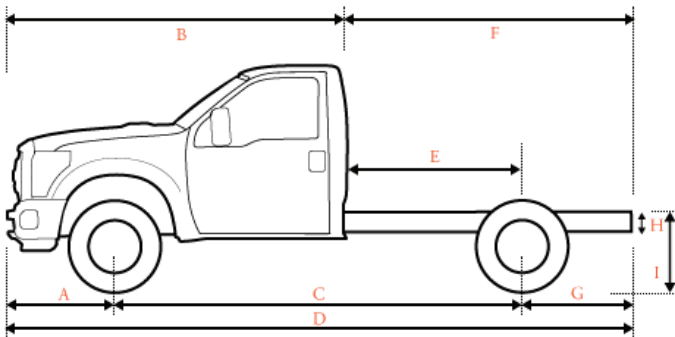
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Price Level: 215 | Quote ID: Spec32

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	145.00 in.
D	Overall Length (OAL)	272.90 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	149.40 in.
G	Rear Axle to End of Frame (AF)	89.40 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	36.10 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.50 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.20 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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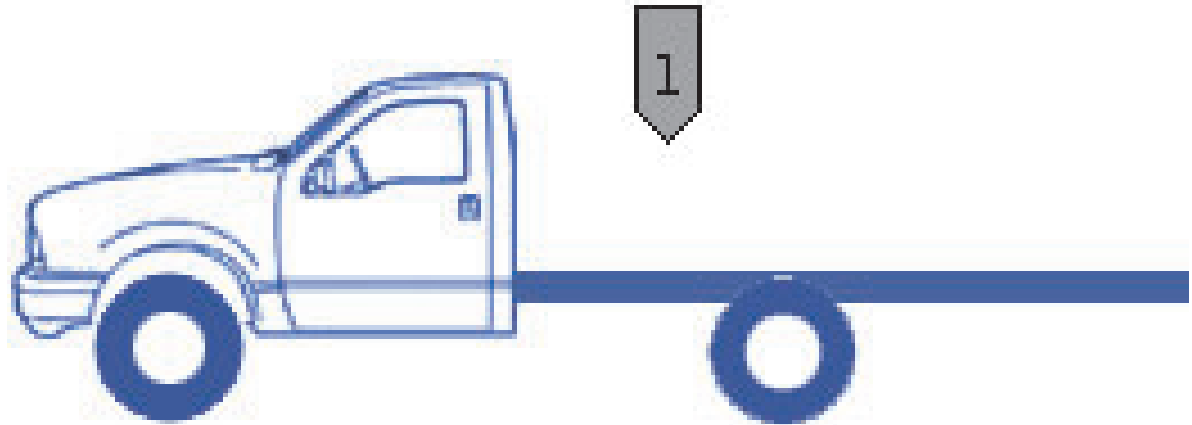
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Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,604 lbs	3,205 lbs	7,809 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	2,096 lbs	9,145 lbs	11,241 lbs
TOTAL	7,000 lbs	12,500 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,000 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,000 lbs	15,000 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.70	15.00 %	58.37 %
Start grade capability in reverse	4.87	15.00 %	60.49 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.63 %
Maximum grade in 9th gear	0.69	3.00 %	8.58 %
Maximum grade in 10th gear	0.62	3.00 %	7.67 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	97 mph
<i>To meet your requirement you need a maximum axle ratio of 6.28</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 122 hp</i>			
Cruise Speed		60 mph	71 mph
Engine RPM at desired cruise speed			1,939 rpm

Variables in Use

Rear axle ratio:	4.88/4.88	Governed RPM:	3,120 rpm
Tire size:	225/70R19.5 (645 rev/mile)	Frontal Area:	40.28 Sq.Ft.
Gross Vehicle Weight (GVW):	19,500 lbs	Cruising RPM:	2,300 rpm
Clutch engagement torque:	412 ft.lbs.	Worst road surface:	Typical Highway
Torque conversion ratio:	2.00	Final Drive Ratio:	0.62
Peak engine torque:	825 ft.lbs.	Drag Coefficient:	0.80
Engine Power:	330 hp @ 2,600 rpm		

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03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

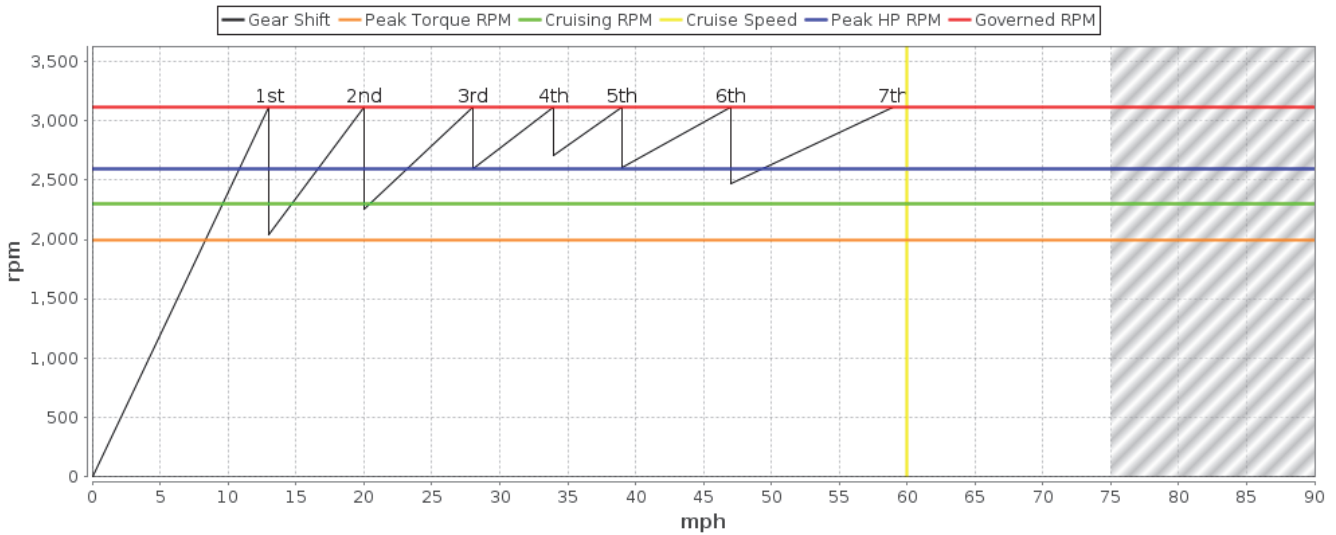
2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 215 | Quote ID: Spec32

Vehicle Dimension and Performance Summary (cont'd)

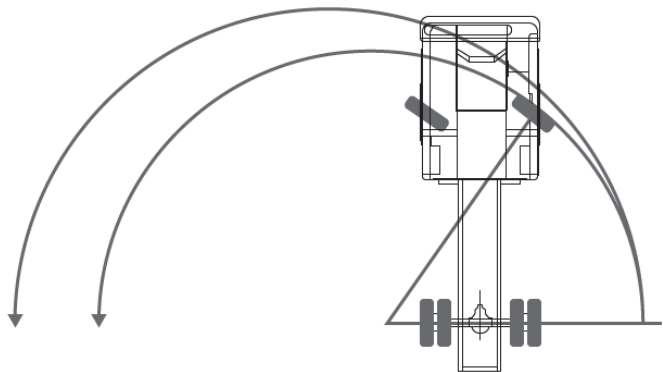
Shift Chart

Shift Chart displays mathematical geared speed.
Diesel engines use Governed RPM for shift points.
Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius 21.25 ft



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: Mr. Sheldon Seward

Optioned Chassis

Meeting: September 15, 2022 Item 10.

Buyer, Terex

Prepared by: Mike Johnson

03/27/2021

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2022 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 215 | Quote ID: Spec32

Pricing Summary - Single Vehicle

Vehicle Pricing

Base Vehicle Price

Options

Colors

Upfitting

Fleet Discount

Fuel Charge

Destination Charge

Total

Customer Signature

Acceptance Date

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.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Oak Street Sewer Additional Work
DEPARTMENT SUMMARY RECOMMENDATION:	<p>On March 17, 2022 Council approved the replacement of 364 feet of sanitary sewer line on Oak Street. The line replacement has been completed. During the course of work, three (3) abandoned concrete storm drain lines encased in a substantial amount of concrete were encountered which had to be removed to complete the project.</p> <p>I recommend payment of the additional \$8,000.00 to Lanning Contracting, LLC for this work.</p> <p>This is a budgeted maintenance item to be paid from account #505.3320.52.2341.</p>
LEGAL:	N/A

Lanning Contracting, LLC
24 Beguine Drive
Cartersville, Ga. 30120
(770) 616-9359
rlanning1970@gmail.com

Invoice

Number	1041
Date	7/31/2022

Bill To
 City of Cartersville
 Oak Street Sewer Replacement

Ship To

Description	Amount
**** Final Bill for overages on Oak Street *****	
Removal of 3 abandoned concrete storm drains. Bricked and concrete 6 open storm drain ends. Extra Gravel and Concrete	\$8,000.00

Amount Paid	\$0.00
Amount Due	\$8,000.00

Discount	\$0.00
Shipping Cost	\$0.00
Sub Total	\$8,000.00

Total	\$8,000.00
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CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Oak Street Repaving
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Due to the open-cut replacement of the City sewer main down the entire length of Oak Street (~360 linear feet), it is necessary to replace the pavement overlay on this street.</p> <p>The Water Department received three quotes from paving contractors for this work. It is recommended to award this project to the low bidder, Bartow Paving Company, Inc. for \$16,233.75.</p> <p>This is a budgeted expense to be paid from account #505.3320.52.2341.</p>
LEGAL:	N/A

Oak Street Asphalt Quote



Bartow Paving Company, Inc.

1055 Rowland Springs Road

Cartersville, Georgia 30120

Contact: David White

Phone: 770-382-2025

Email: dwhite@bartowpaving.com

Quote To: City of Cartersville Water Dept
Brenton Beck

Job Name: Oak Street

Phone: 678-472-0575

Addendum:

Fax:

Date: 08/26/2022

Email: bbeck@cityofcartersville.org

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	OVERLAY 9.5MM WITH LIME, 1.5"	585.00	SY	27.75	16,233.75
GRAND TOTAL					\$16,233.75

NOTES:

The scope of this work has been priced to be performed during normal business hours (between 7:00 a.m. and 4:00 p.m. Monday thru Friday).

Includes [1] mobilization for Paving Crew. Additional mobs are \$3,500.00 each.

Includes 1.5" of 9.5mm Asphalt with Lime overlay of existing asphalt and concrete patch.

Does not include Bonds.

Does not include testing.

Does not include layout, engineering or staking.

Does not include permits.

Does not include striping, signage, wheel stops, pipe bollards or thermoplastic striping.

BPC is not responsible for damage to underground utilities.

This Proposal is valid for fifteen (15) days from the date indicated. Thereafter, it is subject to change without notice.

GA Commercial Paving Experts

For: City of cartersville (Brent Beck) Estimate No: 37
 148 Walnut Grove Road P.O. Box 1390 Cartersville, GA 30120 Date: Aug 10, 2022

Description	Amount
-------------	--------

Clean and prep existing asphalt pre fill any low areas apply a hot asphalt tac using SS1H for bonding material next step install F type hot mix 2 inch recap compact to 1 1/2 all labor And material included in price 1 year warranty on all labor and material 342x20=6840 21x52=1092 7932sqft \$18.640	\$18640.00
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Subtotal	\$18640.00
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Total	\$18640.00
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CLEARWAY PAVING LLC

1006 N. Tennessee St.
Cartersville, GA 30120 US
+1 7709406995
clearwaypavingllc@gmail.com



Meeting: September 15, 2022 Item 12.

Estimate

ADDRESS
Cartersville City Of
1 North Erwin Street
Cartersville, Ga 30120

ESTIMATE 1076
DATE 07/08/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Cut and remove asphalt	cut and remove asphalt	1	0.00	0.00
Clean cracks	clean out cracks	1	0.00	0.00
Tack coat		1	0.00	0.00
Over lay	over lay over existing asphalt	7,700	3.20	24,640.00
TOTAL				\$24,640.00

Accepted By

Accepted Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022												
SUBCATEGORY:	Bid Award/Purchases												
DEPARTMENT NAME:	Police Department												
AGENDA ITEM TITLE:	Fifth Payment - 50 Tasers (Axon) model #X26P												
DEPARTMENT SUMMARY RECOMMENDATION:	<p>On August 8, 2018, the Police Department purchased 50 Tasers, model #X26P (electronic control weapons). This purchase was for replacement of our current Tasers at the time which were not supported by Taser any longer.</p> <p>Taser is sole source item and the price is as follows:</p> <p>50 Tasers, holsters, cartridges, and down load kit - \$70,800.00</p> <p>Taser has a payment plan for five years and it is as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Year 1 (2018/2019)</td> <td style="text-align: right;">\$14,800.00</td> </tr> <tr> <td>Year 2 (2019/2020)</td> <td style="text-align: right;">\$14,000.00</td> </tr> <tr> <td>Year 3 (2020/2021)</td> <td style="text-align: right;">\$14,000.00</td> </tr> <tr> <td>Year 4 (2021/2022)</td> <td style="text-align: right;">\$14,000.00</td> </tr> <tr> <td>Year 5 (2022/2023)</td> <td style="text-align: right;">\$14,000.00</td> </tr> <tr> <td> Total</td> <td style="text-align: right;"> \$70,800.00</td> </tr> </table> <p>We are using a payment plan and I am requesting to pay Taser (Axon) \$14,000.00 this fiscal year. We will be using federal asset forfeiture funds to purchase these items. The E-Verify and E-Save documents have been submitted to the police department and are on file.</p>	Year 1 (2018/2019)	\$14,800.00	Year 2 (2019/2020)	\$14,000.00	Year 3 (2020/2021)	\$14,000.00	Year 4 (2021/2022)	\$14,000.00	Year 5 (2022/2023)	\$14,000.00	 Total	 \$70,800.00
Year 1 (2018/2019)	\$14,800.00												
Year 2 (2019/2020)	\$14,000.00												
Year 3 (2020/2021)	\$14,000.00												
Year 4 (2021/2022)	\$14,000.00												
Year 5 (2022/2023)	\$14,000.00												
 Total	 \$70,800.00												
LEGAL:	N/A												



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Dan Porta, City Manager
From : Chief Frank L. McCann
Date : September 09, 2022
Ref : Fifth payment for 50 Taser (Axon) model #X26P which we received in August 2018

On August 8, 2018, the Police Department purchased 50 Taser model #X26P (electronic control weapons). This purchase was for replacement of our current Tasers at the time which were not supported by Taser any longer.

Taser is sole source item and the price is as follows:

50 Tasers, holsters, cartridges, and down load kit - \$70,800.00

Taser has a payment plan for five years and it is as follow:

Year 1 (2018/2019)	\$14,800.00
Year 2 (2019/2020)	\$14,000.00
Year 3 (2020/2021)	\$14,000.00
Year 4 (2021/2022)	\$14,000.00
Year 5 (2022/2023)	\$14,000.00
Total	\$70,800.00

We are using a payment plan and I am requesting to pay Taser (Axon) \$14,000.00 this fiscal year. We will be using federal asset forfeiture funds to purchase these items. The E-Verify and E-Save documents have been submitted to the police department and are on file.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022										
SUBCATEGORY:	Bid Award/Purchases										
DEPARTMENT NAME:	Police Department										
AGENDA ITEM TITLE:	Utility Associates Inc. Replacement Camera System										
DEPARTMENT SUMMARY RECOMMENDATION:	<p>As you are aware, all our patrol vehicles have an in-car and body video/audio recording system and we are currently operating on two different systems (Watch Guard and Digital Ally). The older system, Digital Ally, needs to be replaced because many of the systems are failing and we do not need to have two different systems. Watch Guard was recently acquired by Motorola and their customer service and support have become nonexistent. Fibercom and the Police Department have looked at other systems and decided that Utility Associate Inc. is the best system available for our needs. The total cost to replace our in-car and body worn cameras is \$698,935.00. The following is the payment plan for the next five years:</p> <table style="margin-left: 40px; border: none;"> <tr> <td>Year 1</td> <td style="text-align: right;">\$317,675.00</td> </tr> <tr> <td>Year 2</td> <td style="text-align: right;">\$95,315.00</td> </tr> <tr> <td>Year 3</td> <td style="text-align: right;">\$95,315.00</td> </tr> <tr> <td>Year 4</td> <td style="text-align: right;">\$95,315.00</td> </tr> <tr> <td>Year 5</td> <td style="text-align: right;">\$95,315.00</td> </tr> </table> <p>This purchase will be made using S.P.L.O.S.T funds and the E-Verify and E-save documents are on file.</p>	Year 1	\$317,675.00	Year 2	\$95,315.00	Year 3	\$95,315.00	Year 4	\$95,315.00	Year 5	\$95,315.00
Year 1	\$317,675.00										
Year 2	\$95,315.00										
Year 3	\$95,315.00										
Year 4	\$95,315.00										
Year 5	\$95,315.00										
LEGAL:	N/A										



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Dan Porta, City Manager
From : Chief Frank L. McCann
Date : September 9, 2022
Ref : Purchase of Utility Associates Inc. replacement camera system

As you are aware all our patrol vehicles have an in-car and body video/audio recording system and we are currently operating on two different systems (Watch Guard and Digital Ally). The older system, Digital Ally, needs to be replaced because many of the systems are failing and we do not need to have two different systems. Watch Guard was recently acquired by Motorola and their customer service and support has become nonexistent. Fibercom and the Police Department have looked at other systems and decided that Utility Associate Inc. is the best system available for our needs. The total cost to replace our in car and body worn cameras is \$698,935.00. The following is the payment plan for the next five years:

Year 1	\$317,675.00
Year 2	\$95,315.00
Year 3	\$95,315.00
Year 4	\$95,315.00
Year 5	\$95,315.00

This purchase will be made using S.P.L.O.S.T funds and the E-Verify and E-save documents are on file.



September 4, 2022

Chief Frank McCann
Cartersville Police Department
178 West Main Street
Cartersville, GA 30120

Dear Chief McCann

Utility Associates, Inc. (UA, herein) is honored that your Department has selected our Company to provide its Officers with our BodyWorn™ and RocketIoT™ In-Car Video (ICV) solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Departments and Agencies who have deployed BodyWorn and Rocket IoT – the industry’s smartest technology for first responders.

Please allow this letter to serve notice that UA agrees to the following provisions as part of the agreement that the Cartersville Police Department intends to enter into with our Company:

1. Pricing Proposal:

- a. Vehicle video & Communications systems to support a total of 47 police vehicles
- b. Body cameras to support 55 Officers
- c. Period of agreement = Five (5) years from date of authorized signature
- d. Total system price: covering the scope and quantities specified in this offer - Includes all hardware, software licenses, BodyWorn generated data storage/retrieval, warranty, and support for a period of Five (5) Years for: \$698,935.00
- e. Attachment A - (Quote 20220828-153415816) outlines the details of the pricing proposal, with associated quantities.

2. Bill of Materials Included with the Offer: For the Five (5) year term, each system will include the following:

Rocket IoT Vehicle Video/Communications/Camera triggers - Includes AVaiLWeb™ , Training and Configuration, Warranty and Technical Support with Unlimited BodyWorn Generated Video Storage and Download.

Every Officer/Deputy (Qty. 55) will be equipped with the following:

- a. One (1) BodyWorn™ Camera and Mount
- b. One (1) Holster Activation Sensor
- c. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
- d. \$200 Uniform Allotment, Towards Any Combination of New BodyWorn Ready Uniforms, per BodyWorn Camera Purchased - (Allotment May Not be Applied to Any Other Service and is surrendered if not used within 90 Days from Date of Purchase)
- e. Five (5) Retrofits of Existing, Standard Uniform Garments, to BodyWorn Ready Status, per BodyWorn Camera Purchased – See Section 1.1.6 of the Agreement, for Definition of Standard Uniform
- f. AvailWeb Video Management Software and Mapping Interface License
- g. Unlimited BodyWorn Generated Download & Storage – Based on Department’s Retention Policy

- h. Smart Redaction Software License
- i. Installation and Training – Onsite and Online Training Included
- j. Full Warranty
- k. 24/7 Technical Support for the Life of the Agreement

Every Vehicle (Qty. 47) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front and Rear HD Cameras
- d. Ruggedized Tablet
- e. OBDII Vehicle Diagnostic Cable
- f. Backup Battery
- g. Installation, Validation, and Configuration
- h. Full Warranty
- i. 24/7 Technical Support for the Life of the Agreement

For high-speed wireless video offload, per the Department’s request, Utility Inc. will not be providing a Smart WayPoint. Normally, this is deployed at the primary offload location, or Headquarters. Should the Department wish to have an offload location, Smart WayPoints can be purchased, installed, with a five (5) year term for \$15,800/ea. See (7) below for details about Smart WayPoint connectivity.

- 3. Additional Units – Post Agreement Execution : Additional units, outside the scope of this offer, are subject to price increases, and will be quoted separately as requested of UA personnel.
 - a. Additional units quoted subsequent to this offer are quoted in five (5) year term increments.
 - b. Units added, will extend the effective life of the original Agreement to the end term of the most recent unit(s) contract, regardless of quantities secured.

* Table 1

Per Unit Pricing for Additional Scope / Add Ons:	Quantity	Unit Price	Description
BodyWorn	1	\$4,500	HD body camera, camera mounting system either internal or external, media controller, holster sensor, AVaiLWeb, maintenance, support, configuration and installation.
Rocket IoT- Vehicle Communications System with In-Car Video (ICV)	1	\$14,300	RocketIoT digital video system, mobile router, ICV with Tablet, vehicle automation triggers, cables, locker AVaiLWeb, maintenance, support, configuration and installation.
Outsourced Redaction Services	LOT	\$65/hr	
Data Conversion and Storage	10 TB	\$7,000/Yr	

- 4. Installation of Additional Units: Outside the scope of this offer, any additional units will be subject to the following.
 - a. Daily rate charges of \$1,750/day are applied at a minimum of two (2) days for installs of less than ten (10) vehicles, per scheduled visit.
 - b. A charge for deinstallation of competitor equipment is assessed at a minimum of \$100 per vehicle, with disposal at the site of installation. UA recommends disposal and recycling of electronics in accordance with local regulations.
 - c. On average, one (1) UA Field Engineer is capable of 2-3 Installations of basic RocketIoT In-car systems, per working day (dependent on-site conditions and vehicle type(s)). Working days are consecutive in order to avoid any additional fees.
 - d. Contract services begin upon receipt of hardware. This agreement requires that the customer be capable of receiving hardware within 4-6 weeks of contract signing.
 - e. Customer agrees to maintain all hardware in a secure storage area until time of installation is coordinated by UA project management.

- 5. Agreement:

- a. The Agreement asserts 99% uptime with 24/7 technical support. This includes after hours call back on any issues requiring immediate attention. On/Off hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.
- b. Details of the Agreement are provided in Attachment (B).

- 6. Terms of Payment: In consideration of the partnership between UA and the Cartersville Police Department we would like to extend the following terms for a five-year term.

Payment 1: Paid Upon Signature of Offer Letter	\$317,675.00
Payment 2: Paid Upon Year 1 Anniversary of Signing	\$ 95,315.00
Payment 3: Paid Upon Year 2 Anniversary of Signing	\$ 95,315.00
Payment 4: Paid Upon Year 3 Anniversary of Signing	\$ 95,315.00
Payment 5: Paid Upon Year 4 Anniversary of Signing	\$ 95,315.00
Total:	\$698,935.00

- 7. Network Connectivity Via Smart WayPoint (Utility Access Point): The Department is responsible for maintaining power and internet connectivity to the provided Smart WayPoint(s). The Department has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or (b) connecting the Smart WayPoint to its own network. Upon execution of the contract, as part of the deployment process, a network assessment will be conducted of the Department's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Department should budget for an increase to their upload speed with their local carrier.

We are privileged to work with your Department on this project. Should you have any questions, at any time, please feel free to call or email me at: 404-276-3873 Email: cleroux@utiity.com

Respectfully,



Chris Leroux, Business Manager

Offer Acceptance by Authorized Official: _____

Title: _____

Date: _____

cc. Michael Nark, Chief Executive Officer
Amanda Havice, Chief Financial Officer

Client Agreement

INTRODUCTION

This agreement describes the solution that the Cartersville Police Department (“Client” or “Client”) will receive from Utility Associates, Inc. (“UA” or “Supplier”).

Purpose

The Client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client’s business.

This agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the IT system.

This Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This agreement is between:

The Client:	The Supplier:
Department Cartersville Police Department	Utility Associates Inc.
Address 178 West Main Street Cartersville, GA 30120	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Chief Frank McCann Phone: 770-607-6226 Email: flmccann@cartersvillepolice.com	Key Contact: Amanda A. Havice 800-597-4707 contracts@utility.com

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of this agreement and will run for the term of the agreement plus any extensions of such agreement.

It may be revised at any point by mutual written agreement, including if there are any changes to the Client’s system.

Equipment and Software Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the Client and Supplier.

Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty 55 Supplied by Utility	1
Bluetooth Controller	Qty 55 Supplied by Utility	2
Holster Sensor	Qty 55 Supplied by Utility	2
BodyWorn Ready Uniforms	\$200 Allotment Towards any Combination of New BodyWorn Ready Uniforms, per Body Camera Purchased with a Multi-Year Service Agreement	3
Existing Uniform Retrofits	Qty. of 5, Standard Uniform Retrofits (see table 1.2.1 for definitions) to BodyWorn Ready Status, per Body Camera Purchased with a Multi-Year Service Agreement	3
AVaiL Web	Qty Unlimited Licenses Supplied by Utility	1
Ruggedized Tablet	Qty 47 Supplied by Utility	2
OBD II	Qty 47 Supplied by Utility	2
RocketIoT In-Car Video	Qty 47 Supplied by Utility	1
Backup Battery	Qty 47 Supplied by Utility	1
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

Exclusions

This agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than

the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.

- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services of the Client.

This agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the IT system used by the Client. This Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

Client Responsibilities

The Client will use the Supplier-provided IT system as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of this Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance

of the service. For support provided to the Client directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client’s systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as “AVaiL™”, “AVaiL Web”, “Vehicle Diagnostics”, and “RFID Tracking” and related content to be provided to Client; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Client and the services described herein are collectively referred to as the “Service”. Subject to Client’s payment of the applicable fees and Client’s compliance with the terms of this Agreement, Client, its affiliates and its and their employees (“Licensed Users”) shall have the right to access and use the Service solely for Client’s and its affiliates’ internal business purposes. UA will issue to one Licensed User (“Client Administrator”) an individual login identifier and password (“Administrator Login”) for purposes of administering the Service. Using the Administrator’s Login, the Client Administrator shall assign each Licensed User a unique login identifier and password (“User Login”) and provide such information to the Licensed Users and UA via the Service. Client shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Client shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such login identifier

or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Client and/or its Licensed Users are in material breach of this Agreement. Client shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Client or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Client's and its Licensed Users' use of the Service. Client acknowledges that the Service may contain devices to monitor Client's compliance with the terms and restrictions contained herein and Client's obligations hereunder.

1.1.2 Operating Environment. Client is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Client to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Client shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Client is using under this Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Client may elect to purchase the optional software modules for an additional fee; however, Client has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Client support in the form of a Help Desk. Clients reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Client and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Client or Client's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Client's direction, UA restricting Client's and its Licensed Users access to the Service.

b. Commitment. Client is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Client satisfying its obligations herein, UA guarantees that the Service will be available to Client and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Client a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's BodyWorn Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the multi-year service agreement, UA will furnish the following allotments and services during initial project launch.

a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per BodyWorn camera purchased, will be modified to BodyWorn ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client’s request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:

- (i) Duty shirts (long or short sleeve)
- (ii) Soft outer carrier vest
- (ii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to BodyWorn ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts
- (ii) Commando style sweaters
- (ii) Tactical vest or outer plate carriers
- (iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA’s uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.

- (i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
- (ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
- (iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.
- (iv) Annual Warranty and Support Fee of \$300, per year, will be assessed of the certified uniform reseller. Failure to pay within 30 days of invoice will void any warranty claims against grommeting machine hardware provided for the purposes of BodyWorn ready uniform retrofitting

1.2.1 Uniform Retrofit Pricing Schedule. Prices effective May 2021.

a. BodyWorn - **standard** garment retrofit service table

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470 (XP Series)	Carrier Vest Mount, BodyWorn Ready	\$23

Blauer 343, 343R	Traffic Safety Vest, BodyWorn Ready	\$23
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, BodyWorn Ready	\$23
Spiewak	Carrier Vest Mount, BodyWorn Ready	\$33
Duty Jacket (Charge per Layer)	All Jackets (Except Leather – Estimate Only)	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

b. BodyWorn **non-standard** garment retrofit service table. Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered. For additional questions, comments or concerns please email UA at: uniforms@utility.com.

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest or Load Bearing Vest (LBV) – All Styles	\$53
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Estimate Only
Patches	
Single	\$5
Pair	\$6
Name Tape - Includes Embroidery and Velcro	\$10

Motor unit jackets must be quoted via design consult, please contact uniforms@utility.com to schedule.

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Client's payment of all applicable Fees, UA hereby grants to Client a limited, a non-exclusive, non-assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Client's and its affiliates' internal business purposes, on a computer or a computer network operated by Client, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Client's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Client. In order to use the Service, the Client agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).

2.3 Restrictions. Client and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Client shall pay annual Service usage fees ("Fees"). Client shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Client shall reimburse UA for the amount of any such Taxes. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein. Should Client have a billing dispute, Client must provide notice to UA in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount or else Client will waive the right to dispute the amount set forth on the invoice. Clients are still obligated to pay undisputed amounts.

3.2 Time-and-Materials Service. If Client requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Client returns to UA during the period of the initial term of the agreement. All equipment

issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) Authorization. Failure to return warranty replacement items in the time specified by UA may result in additional fees or surcharges assessed at UA's sole discretion. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Client Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If provide Client, as Client's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Client represents and warrants to UA that Client and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Client represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Client also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Client represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Client further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. Client ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. Client

ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND Client RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON INFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET Client's NEEDS.

4.5 Retention of Utility Generated System Media. The standard retention period for unclassified videos is twelve (12) months. The responsibility of video classification remains with the Client, for the duration of the agreement term. Exceptions to this retention period will incur a separate rate charge to the overall agreement, regardless of when said requests for adjustment are made.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term "Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Client or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its Clients, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Client can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Client, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Client on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Client without violating any of its obligations under this Agreement.

5.2 Non-Disclosure of Confidential Information. Client shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Client shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Client shall certify in writing as to its compliance with the foregoing. Client agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Client shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Client shall advise UA immediately in the event Client learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Client is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Client shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Client, any of its affiliates or any of its or their respective

employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Client: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Client Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Client, (b) any information that derives economic value from not being generally known to persons other than Client and its employees, and (c) any information that is the subject of efforts by Client that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Client Confidential Information only to those of its employees who have a need to know the Client Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Client Confidential Information in a manner consistent with the maintenance of Client's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Client, and UA will, at UA's expense, cooperate with Client in seeking injunctive or other equitable relief in the name of UA or Client against any such person. Client Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the Client, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Client's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Client and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CLIENT TO UA UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Client hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of Five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional Five (5) years (the "Renewal Term") unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Agreement in the event that:

(a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,

(b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity.

If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Client will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Agreement or expiration and UA shall have no further obligations to Client. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Dekalb County, Georgia.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Client will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Client's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Client; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Client have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed on behalf of The Supplier:

Signed: _____

Name: _____

Title: _____

Date: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Programming & Concept Design (Electric Department)
DEPARTMENT SUMMARY RECOMMENDATION:	Croft & Associates has provided a cost proposal for design services to develop a program of space needs and a conceptual floor plan for the Electric department building. The building was constructed in 1983 and needs significant updates. This is a budgeted item and I recommend approval to pay this invoice in the amount up to \$22,500.
LEGAL:	N/A

September 2, 2022

Mr. Freddy Morgan
Assistant City Manager
City of Cartersville
1 North Erwin Street
Cartersville, GA 30120
fmorgan@cityofcartersville.org

**RE: Fee Proposal /Programming & Concept Design
Cartersville Electric**

Freddy:

We are pleased to submit this proposal to provide architectural services for the project referenced above. We appreciate the opportunity and look forward to working with you to accomplish this exciting project.

This proposal is based on our meetings and tour on August 12, 2022.

PROJECT SUMMARY

The scope is to develop a program of space needs for the above-mentioned facilities and conceptual floor plan based on the findings.

SCOPE OF SERVICES

Design services will be divided into one phase: Programming/Concept Design.

- **Programming / Concept Design**

The CROFT Team will meet with your senior management for a Programming session. This meeting will be highly interactive to learn your needs and will result in a written Program document. This Program will capture the goals that you have for the new facility and will serve as the basis for the Concept Design. The Concept Design will be developed to graphically capture your vision. Deliverables for the Programming/Concept Design Phase will include:

- Program Document
- Floor plans

DESIGN ASSUMPTIONS

1. There is no established construction budget. Cost is not a design parameter for this project.
2. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis.
3. Attendance at meetings with code review officials and end users are not included in the base services of this fee proposal
4. The following services are not included as a part of this proposal.
 - Civil Engineering
 - Structural Engineering
 - Mechanical Engineering
 - Plumbing Engineering

5. Owner will provide access to all areas of the building for site investigation and existing condition verification.
6. Field investigations of existing building conditions will be nondestructive and therefore some building components may be hidden from view. Owner should expect unforeseen conditions.
7. A detailed and documented existing conditions survey is not included as a part of this proposal.
8. This proposal is good for sixty (60) days from the date of the proposal.
9. If services provided by this proposal have not been completed within Twelve (12) months of the date of this proposal, through no fault of CROFT, extension of CROFT’s services beyond that time shall be compensated as Additional Services.
10. Reimbursable expenses are included in base fees.

DELIVERABLES

Deliverables will be provided electronically in PDF file format for your use.

SCHEDULE

Below is a preliminary project schedule. Confirmation of schedule will be addressed in the project kick-off meeting.

Existing Documentation (scanning): 3 weeks from Notice to Proceed (NTP)*
 Programming: 3 weeks from Notice to Proceed (NTP)*
 Concept Design: 4 weeks from Issuance of Programming

* Subject to availability of City staff and available documents

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

Cartersville Electric

▪ Existing Documentation (Scanning).....	\$ 7,800*
▪ Programming.....	\$ 1,700
▪ Concept Design.....	\$ 13,000

*If necessary (existing drawings not available)

Note: Expenses such as printing, shipping and travel are considered reimbursable.

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Invoices are due upon receipt.

ADDITIONAL SERVICES

Additional services or changes to the project scope, as defined above, will be proposed, and documented in writing and will be formally approved by the client. No additional fees will be charged without your prior written approval.

Freddy, thank you for the opportunity to submit this proposal and we look forward to working with you to accomplish this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,

CROFT & Associates



Earl Smith
Vice President, Local Government

APPROVAL

Matthew J. Santini
Mayor
City of Cartersville

Signature

Date

Julia Drake
City Clerk
City of Cartersville

Signature

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	September 15, 2022
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance
AGENDA ITEM TITLE:	July 2022 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for July 2022.
LEGAL:	None

MONTHLY SUMMARY
As of July 31, 2022

	FY 2020-21 MONTH OF July-21	FY 2021-22 MONTH OF July-22	FY 2020-21 Year to Date July-21	FY 2021-22 Year to Date July-22	100.00% OF BUDGET (Year to Date)
GENERAL FUND <i>excluding SPOST, DDA & School System Property Tax Revenue & Expenditures</i>					
REVENUE	\$1,836,256	\$2,035,872	\$1,836,256	\$2,035,872	6.03%
EXPENDITURE	\$2,942,062	\$3,048,920	\$2,942,062	\$3,048,920	9.04%
Gen. Fund Net Profit (Loss)	(\$1,105,806)	(\$1,013,048)	(\$1,105,806)	(\$1,013,048)	
WATER & SEWER					
REVENUE	\$2,293,589	\$3,255,061	\$2,293,589	\$3,255,061	8.74%
EXPENDITURE	\$1,069,772	\$1,048,353	\$1,069,772	\$1,048,353	2.82%
Wtr. & Swr. Fund Net Profit (Loss)	\$1,223,817	\$2,206,708	\$1,223,817	\$2,206,708	
As of July 31, 2022 a total of \$0 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds					
GAS					
REVENUE	\$1,693,083	\$3,536,479	\$1,693,083	\$3,536,479	10.29%
EXPENDITURES	\$1,513,842	\$2,307,095	\$1,513,842	\$2,307,095	6.72%
Gas Fund Net Profit (Loss)	\$179,241	\$1,229,384	\$179,241	\$1,229,384	
ELECTRIC					
REVENUE	\$4,387,995	\$5,207,689	\$4,387,995	\$5,207,689	9.56%
EXPENDITURES	\$4,308,683	\$5,148,436	\$4,308,683	\$5,148,436	9.45%
Electric Fund Net Profit (Loss)	\$79,312	\$59,253	\$79,312	\$59,253	
STORMWATER					
REVENUE	\$128,151	\$128,688	\$128,151	\$128,688	8.03%
EXPENDITURE	\$122,459	\$104,971	\$122,459	\$104,971	6.55%
Stormwater Fund Net Profit (Loss)	\$5,692	\$23,717	\$5,692	\$23,717	
SOLID WASTE					
REVENUE	\$521,801	\$276,322	\$521,801	\$276,322	7.60%
EXPENDITURE	\$207,192	\$182,036	\$207,192	\$182,036	5.00%
Solid Waste Fund Net Profit (Loss)	\$314,609	\$94,286	\$314,609	\$94,286	
FIBER OPTICS					
REVENUE	\$215,824	\$234,127	\$215,824	\$234,127	9.06%
EXPENDITURE	\$136,574	\$114,223	\$136,574	\$114,223	4.42%
Fiber Fund Net Profit (Loss)	\$79,250	\$119,904	\$79,250	\$119,904	

	Description	7/31/2022	FY 2023 Budget	% of Monthly Totals to Budget
General Fund	Total Revenues	\$2,035,873	\$33,736,215	6.03%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$1,803	\$4,810,565	0.04%
	Local Option Sales Tax (LOST)	\$529,353	\$5,655,350	9.36%
	Other Taxes	\$655,233	\$9,844,265	6.66%
	Building Permit & Inspection Fees	\$273,736	\$500,000	54.75%
	Fines and Forfeitures	\$40,050	\$350,000	11.44%
	Operating Transfers In-City Utilities	\$248,985	\$3,921,595	6.35%
	Other Revenues	\$286,713	\$6,784,840	4.23%
	School Bonds	\$0	\$1,869,600	0.00%
	Total Expenditures	\$3,048,920	\$33,736,215	9.04%
	Personnel Expenses	\$2,408,169	\$21,154,470	11.38%
	Operating Expenses	\$523,376	\$8,231,995	6.36%
	Capital Expenses	\$0	\$2,010,650	0.00%
	GO Bond Expense for School	\$0	\$1,869,600	0.00%
	Debt Pymt - JDA/CBA	\$0	\$0	#DIV/0!
	Library Appropriations	\$117,375	\$469,500	25.00%
Water & Sewer Fund	Total Revenues	\$3,255,061	\$37,578,785	8.66%
	Water Sales	\$1,802,444	\$14,418,600	12.50%
	Sewer Sales	\$1,292,214	\$7,618,465	16.96%
	Bond Proceeds	\$0	\$4,750,000	0.00%
	Use of Reserves	\$0	\$8,445,720	0.00%
	Prior Year Capacity Fees	\$0	\$1,660,000	0.00%
	Other Revenues	\$160,403	\$686,000	23.38%
	Total Expenditures	\$1,048,353	\$37,578,785	2.79%
	Personnel Expenses	\$405,310	\$4,772,175	8.49%
	Operating Expenses	\$219,225	\$5,474,765	4.00%
	Capital Expenses	\$3,135	\$16,360,000	0.02%
	Capital Expenses (Bond Funds)	\$0	\$4,750,000	0.00%
	Transfer To General Fund	\$217,498	\$2,603,620	8.35%
Debt Payments	\$203,185	\$3,618,225	5.62%	
Gas Fund	Total Revenues	\$3,536,479	\$34,353,845	10.29%
	Gas Sales	\$3,276,792	\$27,171,365	12.06%
	Gas Commodity Charge	\$118,796	\$1,494,210	7.95%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$140,891	\$1,627,250	8.66%
	Use of Reserves	\$0	\$4,061,020	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$2,307,095	\$34,353,845	6.72%
	Personnel Expenses	\$217,769	\$2,575,270	8.46%
	Operating Expenses	\$79,098	\$1,738,485	4.55%
	Purchase of Natural Gas	\$1,686,205	\$19,372,045	8.70%
	Transfer to General Fund	\$300,675	\$3,608,105	8.33%
Debt Service	\$0	\$779,695	0.00%	
Capital Expenses	\$23,348	\$6,280,245	0.37%	

	Description	7/31/2022	FY 2023 Budget	% of Monthly Totals to Budget
Electric Fund	Total Revenues	\$5,207,689	\$54,485,200	9.56%
	Electric Sales	\$5,108,333	\$49,562,840	10.31%
	Other Revenues	\$99,356	\$2,123,850	4.68%
	Use of Reserves	\$0	\$2,798,510	
	Total Expenses	\$5,148,436	\$54,485,200	9.45%
	Personnel Expenses	\$261,725	\$2,942,740	8.89%
	Operating Expenses	\$89,503	\$1,798,105	4.98%
	Purchase of Electricity	\$4,500,386	\$41,921,610	10.74%
	Capital Expenses	\$18,659	\$4,484,790	0.42%
	Transfer to General Fund	\$278,163	\$3,337,955	8.33%
Stormwater Fund	Total Revenues	\$128,688	\$1,602,000	8.03%
	Stormwater Revenues	\$127,895	\$1,538,000	8.32%
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!
	Other Revenues	\$793	\$14,000	5.66%
	Proceeds from Capital Leases	\$0	\$50,000	0.00%
	Use of Reserves	\$0	\$0	#DIV/0!
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$104,971	\$1,602,000	6.55%
	Personnel Expenses	\$79,653	\$854,200	9.32%
	Operating Expenses	\$22,577	\$406,145	5.56%
Capital Expenses	\$2,741	\$341,655	0.80%	
Solid Waste Fund	Total Revenues	\$276,322	\$3,638,135	7.60%
	Refuse Collections Revenues	\$273,491	\$3,154,240	8.67%
	Other Revenues	\$2,831	\$77,000	3.68%
	Proceeds From Capital Leases	\$0	\$406,895	0.00%
	Total Expenses	\$182,036	\$3,638,135	5.00%
	Personnel Expenses	\$142,866	\$1,541,835	9.27%
	Operating Expenses	\$39,170	\$1,689,405	2.32%
Capital Expenses	\$0	\$406,895	0.00%	
Fiber Optics Fund	Total Revenues	\$234,127	\$2,583,800	9.06%
	Fiber Optics Revenues	\$199,996	\$2,399,000	8.34%
	GIS Revenues	\$9,625	\$115,500	8.33%
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$24,506	\$69,300	35.36%
	Total Expenses	\$114,223	\$2,583,800	4.42%
	Personnel Expenses	\$87,790	\$931,440	9.43%
	Operating Expenses	\$9,537	\$1,037,985	0.92%
	MEAG Telecom Statewide Pymt	\$689	\$7,890	0.00%
	Debt Payment	\$0	\$0	0.00%
Capital Expenses	\$0	\$412,000	0.00%	
Transfers to General Fund	\$16,207	\$194,485	8.33%	

Cash Position	6/30/22	7/31/22	8/31/22	9/30/22	10/31/22	11/30/22	12/31/22
Total Unrestricted Cash Balance	\$63,722,990.02	\$64,621,361.87					
Total Restricted Cash Balance	\$189,663,551.56	\$196,770,985.78					
Cash Position		1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance							
Total Restricted Cash Balance							

Highlights for the Month of July 2022:

Unrestricted cash increased due to increases in the Water, Stormwater, Electric, Solid Waste, and Fiber Funds, while decreases occurred in the General, Gas, Insurance, and Garage funds.

Restricted cash increased due to increases in the ARPA, SPLOST 2020, Debt Service and Pension Funds.

SPLOST Account Balances	
SPLOST 2003	\$57,360.22
SPLOST 2014	\$231,991.10
SPLOST 2020	\$6,351,849.60