

TOWNS COUNTY
MINUTES
CALLED COUNTY MEETING
April 17, 2025
2:00 PM

A Called County Meeting was held on April 17, 2025 at 2:00 PM in the Towns County Commissioners Office Conference Room.

- I. Commissioner Bradshaw called the meeting to order.
- II. **Old Business:** None
- III. **New Business:**

Signed agreement with Coca-Cola for the Recreation Department. We have a good partnership with them and appreciate them maintaining the scoreboard.

Signed estimate with Elabs for \$7,482.03 on State mandated repairs at the gas pumps.


Signed purchase agreement with Caliber for \$49,028.50 it runs our CADS system. This is a five year refresh for the workstations at 911, this is necessary to keep the maintenance agreement.

Signed the local share of \$16,000.00 with Legacy Link to secure Federal and State funding for the Senior Citizen Building Program.

Anna Denton was Appointed to the Towns County Board of Registration and Election to fulfill the unexpired term of Betsy Young who resigned. She will serve the remainder of the 4-year term expiring Dec 31, 2027.

Open Bids for the Brasstown Creek Bridge Deck. There was only one bid submitted from Ohio Grating, Inc. for \$142,704.00, therefore this bid was approved and accepted.

With no further business to conduct, the meeting was adjourned at 2:20 PM



Brenda McKinney, County Clerk



Cliff Bradshaw, Commissioner

NOTICE OF CALLED COUNTY MEETING

**TOWNS COUNTY WILL HOLD A CALLED COUNTY MEETING ON
Thursday April 17, 2025 at 2PM at the Towns County Courthouse located at 48
River Street, Hiawassee, GA 30546 for the following:**

TOWNS COUNTY AGENDA Called County Meeting April 17, 2025

I. Meeting Called to Order

II. Old Business

- NONE

III. New Business

- Sign agreement with Coca-Cola for Recreation Department
- Sign Elabs estimate on state mandated repairs at the gas pumps
- Sign purchase agreement with Caliber for 911
- Sign FY-2026 local share request for Legacy Link
- Appoint Anna Denton to the Towns County Board of Registration and Election to fulfill unexpired term of Betsy Young who resigned.
- Open Bids for Brasstown Bridge Deck,

IV. Adjourn meeting.

It is the policy of Towns County that all county sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the (706)896-2276 or email financedirector@townscountyga.com prior to the scheduled meeting or event to request an accommodation.

BEVERAGE AGREEMENT

Parties:

BOTTLER:

Coca-Cola Bottling Company United - Central, LLC
d/b/a Jasper Coca-Cola Bottling Company

ACCOUNT:

Towns County Parks and Recreation

The parties hereto are entering into this agreement (the "Agreement") because Account wishes to grant to Bottler, and Bottler wishes to obtain, the exclusive rights set forth herein. Account represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein and that all requirements of the applicable public procurement laws are satisfied. In consideration of the premises and the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All defined terms used in this Agreement and not otherwise defined will have the meanings set forth below:
 - (a) **"Agreement Year"** means each twelve-month period during the Term beginning on the Effective Date (as defined in Section 2).
 - (b) **"Beverages"** means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.
 - (c) **"Competitive Products"** means all Beverages which are not Products.
 - (d) **"Concessionaire"** means any current or future third-party food or beverage service provider under agreement with Account at the Facility that directly or indirectly relate to the sale or service of Beverages.
 - (e) **"Facility"** or **"Facilities"** means the entire premises of all locations owned, managed or controlled by Towns County Parks and Recreation, including all currently existing and future buildings opened during the Term, and includes, without limitation, the grounds, parking lots, all vending and concession areas, sidelines, benches and locker rooms, branded and unbranded food service outlets and dining facilities.
 - (f) **"Freestyle"** means a fountain dispenser that combines ingredients (microdosed beverage components, beverage mixes and flavors stored in cartridges and nutritive and non-nutritive sweeteners stored in bag-in-boxes and/or cartridges) to create a wide variety of branded fountain beverages.
 - (g) **"Products"** means Beverages purchased, or available for purchase directly from Bottler or sold through vending machines owned and stocked exclusively by Bottler.
 - (h) **"Unattended Retail Services"** the provision and sale of Beverages, fresh brewed beverage(s), prepackaged food, snacks, and/or sundries through self-service kiosks, which permit sales directly to the consumer at the Facility without person-to-person interaction.

2. **Term.** This Agreement shall be in effect for a period of five (5) year(s) beginning August 1, 2024 (the “Effective Date”) through July 31, 2029 (as such may be extended, the “Term”) but in no event shall the Term extend beyond any limitation in any applicable public bid law. If the Effective Date referenced in the foregoing sentence is blank, such term shall mean the last signature date of this Agreement.
3. **Advertising Rights.**
- (a) Account hereby grants to Bottler the exclusive right to advertise Beverages and specifically Products (i) at the Facility and (ii) in connection with the Facility. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Facility.
 - (b) Bottler will have the exclusive right to advertise the Products as the “official” or “exclusive” soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of the Facility.
 - (c) Account hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the trademarks, logos and other intellectual property of the Account and Facility (“Account Marks”) in connection with the promotion of Products. Such promotion may occur in advertising (TV, radio, print, social media and/or other electronic means), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Bottler’s other accounts.
 - (d) Account agrees that Bottler’s advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public. The Products shall be prominently listed on any menu boards located at the Facility and all equipment dispensing Products shall be prominently identified with the trademarks/logos corresponding to such Products.
 - (e) Account further agrees that only Products will be dispensed in Bottler’s equipment and that no other trademarked Beverage-dispensing equipment, coolers or containers will be permitted at the Facilities.
 - (f) Account will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with Account, the Facility, or any of the Account Marks in any advertising or promotional activity of any kind.
4. **Product Rights.**
- (a) Except only with respect to Concessionaires, Account hereby grants to Bottler the exclusive right to sell, serve, distribute or otherwise make available Beverages at the Facility. Account and/or its Concessionaires shall purchase all Beverages (and cups, lids and carbon dioxide, if applicable) directly from Bottler. Notwithstanding anything in this Agreement to the contrary, no Competitive Products may be sold, dispensed, sampled, served, or otherwise made available anywhere at the Facility. Account agrees not to sell or distribute, directly or indirectly, any Products purchased hereunder outside of the Facility.
 - (b) Account hereby grants to Bottler the exclusive Beverage vending rights at the Facility and exclusive rights to provide Unattended Retail Services at the Facility.
5. **Consideration.** In consideration of the rights and benefits granted to Bottler hereunder, Bottler agrees to provide Account with the specific items set forth in Exhibit A (collectively “Consideration”). If Bottler has agreed to make any payments for rebates, commissions, or other consideration by check or ACH, Bottler is not obligated to make such payments until the balance due to Customer is at least \$50. After the balance due reaches \$50, the payment will be made on the next regularly scheduled payment date. Bottler may adjust the frequency of such payments if \$50 or more is not earned in any payment period.

6. **Pricing.** Account shall be entitled to purchase bottle/can Products (and cups, lids and carbon dioxide, if applicable) in accordance with the then current trade prices. Thereafter, prices are subject to change each Agreement Year. Price increases generally occur automatically on January 1st of each Agreement Year. However, in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, or increases in taxes, deposits or other government related fees, Bottler may further increase prices to cover such increased costs at other times during the Agreement Year; in which case Bottler will provide thirty (30) days' written notice to Account prior to such price changes taking effect.
7. **Equipment.** During the Term, Bottler will loan to Account, subject to the terms of Bottler's Equipment Placement Addendum ("EPA") attached hereto as Exhibit B, at no cost, the Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Products at the Facility ("Equipment"). Account agrees that Bottler shall have the right to place a quantity of Beverage vending machines, coolers or other Equipment, determined by Bottler in its discretion, in mutually agreed upon locations at the Facility. Upon thirty (30) days' notice from Bottler, Bottler shall have the right to remove any Equipment, in its discretion, and Account shall provide immediate physical access to Bottler for the removal of such Equipment. The Equipment will not include Freestyle equipment. Account hereby agrees to the terms of the EPA set forth in Exhibit B.
8. **Concessionaire.** In the event Account employs a Concessionaire, Account will cause Concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler's existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. Notwithstanding anything herein to the contrary, Bottler shall not pay to Account any Consideration for a purchase of Products by a Concessionaire to the extent that Bottler is required to pay the Concessionaire any funding duplicative of the Consideration for the same purchase of Products pursuant to an existing agreement between the Concessionaire and Bottler. In the event of a default in any of Concessionaire's obligations owing to Bottler, Account will use commercially reasonable efforts to cause Concessionaire to cure such default.
9. **Termination.** If any of the following events occur during the Term of this Agreement, Bottler may (in addition to any other remedies available) terminate this Agreement immediately upon notice to Account: (a) Account breaches any of its obligations set forth in this Agreement and fails to cure such breach within 30 days' written notice thereof; (b) any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages; (c) Account files a petition under any bankruptcy law or becomes insolvent or makes any general assignment for benefit of creditors; or (d) Account's full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein has expired or been revoked. In the event of any termination of this Agreement, Account shall (i) provide immediate physical access to Bottler for the removal of any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of any Consideration.
10. **Right to Off-Set and Withhold.** In the event Account or Concessionaire fails to pay Bottler any invoice due for Products received, transshipment charges or upon any other basis, Bottler shall have the right to deduct the amount of such unpaid invoice, transshipment charge or other charge from any Consideration otherwise due from Bottler to Account. Bottler shall have the right to withhold and not pay further any amounts which may become payable to Account pursuant to this Agreement if: (i) Account has failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties. Nothing in this section shall operate to restrict any of Bottler's other remedies in the event of a material breach by Account.

11. **Notices.** Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

If to Bottler:

Coca-Cola Bottling Company United – Central, LLC
d/b/a Jasper Coca-Cola Bottling Company
365 East Church Street
Jasper, GA 30143

If to Account:

Towns County Parks and Recreation
150 Foster Park
Young Harris, GA 30582

With a copy to:

Coca-Cola Bottling Company United, Inc.
4600 East Lake Boulevard
Birmingham, AL 35217
Attn: General Counsel

12. **Force Majeure.** The failure of a party to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, hurricane, tornado, epidemic, act of terror or public enemies, action of federal, state or local governmental authorities, or for any reason beyond the reasonable control of such party ("Force Majeure Event"), will not be deemed a breach of this Agreement. Such party will resume full performance of and compliance with the terms and conditions hereof promptly upon removal of any such Force Majeure Event.
13. **Claims.** In no event will Bottler accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other Consideration provided under this Agreement ("Claims") more than forty-five (45) days from the date of invoice, commission report, check or other applicable documentation. In order to submit a Claim, Account shall provide Bottler a detailed, written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, check or other applicable documentation. Bottler will review each Claim in good faith and provide responses to each Claim submitted in accordance with this Section. Bottler will work directly with the Account to resolve any Claims or audit issues but will not interact with third-party auditors or contractors. Any audits requested by Account shall take place during normal business hours and shall be conducted at Bottler's place of business.
14. **Miscellaneous.** This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflict of law rules. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement. Account shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or Bottler, nor shall this Agreement give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler or The Coca-Cola Company. During the Term, and for a one (1) year period thereafter, the parties shall keep the terms of this Agreement confidential, subject to applicable laws. **EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHTS TO A TRIAL BY JURY**

IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. This waiver applies to any action or legal proceeding, whether arising in contract, tort or otherwise. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral. In the event of a conflict between the provisions of this Agreement and a provision in any other document including any "click through" or other online terms and conditions referenced in any such documents or in a website (collectively, "**Supplemental Terms**"), the provisions of this Agreement shall control. No Supplemental Terms shall modify, amend or supplement the terms of this Agreement, even if such Supplemental Terms are accepted or acknowledged by a party after the execution of this Agreement. Account may not assign this Agreement without the prior written consent of the Bottler. All amendments to or waivers of this Agreement must be in writing signed by all the parties. Bottler's delay or failure to exercise any of its rights hereunder will not operate as a waiver thereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BOTTLER

Signature: _____

Printed Name: Kenneth Rymer

Title: Tennessee Valley Division – On Premise
Business Development Manager

Date: _____

ACCOUNT

Signature: Cliff Bradshaw

Printed Name: Cliff Bradshaw

Title: Sole Commissioner

Date: 4-17-25

Signature: _____

Printed Name: Jeff West

Title: Tennessee Valley Division – On Premise
Sales Manager

Date: _____

Exhibits Attached:

Exhibit A – Consideration

Exhibit B – Equipment Placement Addendum

EXHIBIT A
CONSIDERATION

1. **Rebates.** Bottler agrees to pay Account rebates in the amount of One Dollar and Fifty Cents (\$1.50) for each converted case of Product purchased and paid for by Account for sale at the Facility (the “Rebates”). The Rebates shall be paid quarterly, in arrears, within sixty (60) days after the end of each applicable quarter in which the Rebates were earned and will be based on Bottler’s case sales records. As used herein, a “converted case” is measured by 24-count. Regardless of the case configurations in which Products are sold, they are translated to the converted case equivalent for purposes of calculating Rebates.
2. **Scoreboard(s).** Bottler agrees to provide Account with scoreboard(s) or scoreboard funding on the terms and conditions set forth below:
 - (a) Bottler owns and will continue to maintain the existing scoreboards (the “Scoreboards”) at the Facility.
 - (b) Bottler shall be entitled to premiere and exclusive Beverage advertising rights on the Scoreboard(s) and at the Facility, and Account will not grant advertising rights at the Facility with respect to any Competitive Products.
 - (c) Bottler shall provide Scoreboard service and repair during the Term of this Agreement. Account shall operate the Scoreboard(s) in good condition during the Term of this Agreement at Account’s expense and allow access by Bottler’s personnel to change the promotional message on the Scoreboard(s), such changes to be in Bottler’s sole discretion and at Bottler’s expense and subject to Account approval of content, not to be unreasonably withheld.
 - (d) Account shall pay all costs of operating the Scoreboard(s) including, but not limited to, all utility charges.
 - (e) To the extent permitted by the laws of Georgia, Account shall indemnify, defend, and hold Bottler and Bottler’s officers, agents, employees, directors, shareholders, affiliates, successors, and assigns harmless from all losses, damages, claims, suits, proceedings, damages and liabilities of any nature, and all costs and expenses, including reasonable attorneys’ fees, resulting from any and all claims, demands, or rights of action that may be asserted at any time against Bottler which are caused by or result from Account’s possession, use, or operation of the Scoreboard(s).
 - (f) Account shall maintain the following insurance:
 - i. All risk property insurance in an amount equal to the replacement cost of the Scoreboard(s), and general liability insurance in the amount of \$2,000,000 per occurrence, including contractual liability for this Agreement and name the Bottler as additional insured, or the maximum insurance coverages for property damage and personal injury which are permitted by law. Certificates of Insurance confirming the existence of such coverages shall be provided to Bottler annually and Account will provide Bottler with thirty (30) days’ prior written notice of cancelation, non-renewal or material change of such insurance.
 - (g) The Scoreboard(s) shall be the property of the Bottler. During the Term and upon expiration or termination of this Agreement, Bottler shall retain ownership of the Scoreboard(s).
3. **Powerade Sideline Support.** Each Agreement Year, Bottler agrees to make available to Account Powerade sideline support, such as ten-gallon coolers, cups, squeeze bottles and carriers or other items, with an aggregate estimated retail value of Five Hundred Dollars (\$500), as determined in good faith by Bottler (“Powerade Sideline Support”). Such Powerade Sideline Support will be provided to Account upon reasonable advance request. Account must request available Powerade Sideline Support during the course of each Agreement Year. If Account does not request all available Powerade Sideline Support by the end of each Agreement Year, then any Powerade Sideline Support remaining at the end of each Agreement Year shall be forfeited by Account and retained by Bottler with no further obligation. Account understands and acknowledges that it will not receive cash in lieu of Powerade Sideline Support.

EXHIBIT B

EQUIPMENT PLACEMENT ADDENDUM

During the Term of the Agreement, Bottler may provide to Account Equipment (as defined below), subject to the terms of this Equipment Placement Addendum ("EPA"). The terms of this EPA shall apply to each piece of Equipment commencing on its date of installation at any Account Location ("**Commencement Date**"). THE TERMS OF THIS EPA WILL CONTINUE IN EFFECT WITH RESPECT TO EACH PIECE OF EQUIPMENT UNTIL THE EQUIPMENT HAS BEEN RETURNED TO BOTTLER AND WILL SURVIVE THE EXPIRATION OR TERMINATION OF ANY AGREEMENT INTO WHICH THIS EXHIBIT IS INCORPORATED. Any term capitalized, and not otherwise defined herein, shall have the meaning given in the Agreement.

1. Installation and Use Restrictions. Bottler may, from time to time, deliver and install **Equipment** (which term encompasses all equipment provided by Bottler at any time, including, without limitation, vending machines, coolers, fountain equipment, racks and/or any replacement parts, replacements, additions or accessories) reasonably required and as mutually agreed upon to dispense the Bottler's Products. Account shall use the Equipment only at the particular location to which such Equipment is actually delivered unless otherwise agreed by Bottler. At all times during the term of this Agreement, Account shall maintain records of the location of all Equipment and promptly provide copies of such records to Bottler upon request. The Agreement and this EPA, in addition to any additional documents and/or records by and/or between the parties describing the Equipment and the location(s) where such Equipment is placed, shall be maintained by Bottler and shall constitute the official book of record pertaining to the Equipment. Account hereby agrees that: (i) no logo, trademark, advertisement, or other indication of Bottler's ownership of the Equipment shall be obstructed, defaced, or removed, and no other logo, trademark, or advertisement shall be attached to the Equipment; (ii) the Equipment shall not be obstructed, moved, or removed without the prior written consent of Bottler; (iii) the Equipment shall not be sold, reassigned, loaned, leased, or rented to any other party except as authorized by Bottler; in which case, Account shall remain fully responsible for the Equipment as per the terms of this Agreement; (iv) no racks, merchandise, or any other objects shall be placed on top of or attached to the Equipment unless expressly authorized by Bottler; and (v) Account will not attach the Equipment, or allow the Equipment to be attached, in such a manner as to become part of the realty as a fixture or otherwise, and that the Equipment will be maintained so that it may be easily removed without damage to buildings or realty.
2. Operation. In consideration of the provision of the Equipment by the Bottler to Account pursuant to the Agreement, Account agrees to purchase from Bottler and store in, or sell through, the Equipment only products supplied by Bottler. In Bottler's sole discretion, a review of Account's product purchase volume and Equipment usage may justify ongoing Equipment placement or Equipment removal. Removal of any piece of Equipment will not affect the term of any agreement between the parties, and this EPA shall survive with respect to any Equipment remaining in Account's possession.
 - a. If Bottler is providing full-service vending, Account agrees to permit Bottler to place the vending Equipment on Account's premises. Bottler shall stock such vending Equipment and shall collect all vending proceeds from the sale of beverages. If Bottler has agreed to pay Account a commission on sales through the Equipment, all taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, may be deducted from funds collected before calculating any commissions due to Account.
 - b. Bottler hereby loans the Equipment to Account; however, during the term of this Agreement, Bottler reserves the right, upon prior notice to Account, to lease or rent the Equipment to the Account and, upon commencement of the lease or rental program, Account agrees to pay a monthly rental/lease amount. Bottler may change the rental/lease rate charged under this Agreement by sending notice of such change to Account at its present address. Account may terminate this Agreement as set forth herein if it objects to such change.
 - c. If the Equipment includes a fountain beverage dispenser, Account agrees to permit Bottler to install the fountain Equipment on Account's premises. Account agrees such fountain Equipment will be used only for the purpose of dispensing fountain beverage products of The Coca-Cola Company ("**Company**"), such as Coca-Cola® classic (or Coke®), diet Coke® and Sprite®, and other fountain products distributed by Bottler with the understanding that no product of PepsiCo, Inc. or of an affiliate thereof may be dispensed. Account further agrees not to dispense any product whose pungency could affect the normal taste or quality of the Company's fountain beverage products.
3. Ownership. Bottler is and, at all times, shall remain, the exclusive owner of the Equipment. Account shall protect Bottler's title and keep the Equipment free from all claims, liens, and encumbrances arising from the actions or inactions of Account. Account's obligation under this paragraph remains until such time as Bottler or Bottler's designee picks up the Equipment. Account authorizes Bottler to execute and file any additional instruments in all jurisdictions where it deems it necessary to perfect and maintain Bottler's interest in the Equipment. Bottler shall have the right, during Account's regular business hours, to inspect the Equipment at Account's premises or wherever the Equipment may be located and to review all records that reasonably relate to the Equipment upon reasonable notice to Account. Account shall promptly notify Bottler of all details arising out of any alleged encumbrances thereon or any accident allegedly resulting from the use or operation thereof.
4. Service and Repair. Account shall take reasonable care of the Equipment. Bottler agrees to provide reasonable service and repair for the Equipment during the term hereof. Account shall allow Bottler to enter its premises for the purpose of inspection or performance of such service and repair, or necessary replacement or return or removal of the Equipment. In the event additional service and repair is

requested by Account or reasonably necessary as a result of Account's negligence or willful misconduct, Bottler may bill Account its standard rate per service call. All service and repair calls must be exclusively handled or authorized by Bottler. Account's sole recourse against Bottler with respect to service and repair provided by Bottler or its agents to the Equipment is that Bottler will correct any defective workmanship at no additional charge to Account, provided that Bottler is given prompt notification of any defective workmanship. Account shall promptly notify Bottler of any Equipment malfunction and take reasonable steps to mitigate any risk of injury to person or property arising from such malfunction. For example, if a piece of Equipment is not cooling properly, Account will unplug that piece of Equipment until it is repaired or replaced by Bottler.

5. **Disclaimer of Warranties; Liability and Costs.** Account acknowledges that Bottler is not the manufacturer of the Equipment. BOTTLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS, OR PERFORMANCE OF THE EQUIPMENT. Account accepts no warranties and expressly waives any implied warranties as to the fitness for a particular purpose, merchantability, design, construction, condition, specification, or performance of the Equipment. Except to the extent attributable to the gross negligence or willful misconduct of Bottler, Account hereby assumes liability for any and all damage to (normal wear and tear excepted), or loss of, the Equipment from the time the Equipment is delivered to Account until returned to or removed and accepted by Bottler. Account assumes responsibility to report any damage to, or loss of, Equipment to Bottler immediately. To the extent any payment is due from Bottler to Account under the Agreement or otherwise, Bottler may deduct from such payment the cost of repair or replacement of Equipment due to damages for which Account is responsible hereunder. All taxes, licenses, charges, or other fees which may be imposed on Account's sales of products through the Equipment or in connection with this Agreement by any taxing authority, shall be borne by Account.
6. **Exculpation; Indemnity.** **CUSTOMER ACKNOWLEDGES THAT INSTALLATION, USE, OR OPERATION OF EQUIPMENT CARRIES INHERENT RISKS INCLUDING BUT NOT LIMITED TO FLOODING AND DAMAGE TO FIXTURES AND OTHER PROPERTY.** Bottler shall not be liable to Account for any claims based on or arising out of injury to person or property in any way relating to the installation, use, repair, or operation of the Equipment, except such claims as might arise solely out of Bottler's gross negligence or willful misconduct. In no event and under no circumstances shall Bottler be liable to Account for any claims based upon or arising out of lost profits or prospective profits, loss of product, or consequential, special or incidental damages in any way relating to the installation, use, repair, or operation of the Equipment. To the extent permitted by the laws of Georgia, Account shall indemnify and hold Bottler and Bottler's officers, agents, employees, directors, shareholders, affiliates, successors, and assigns (hereinafter the "**Indemnified Parties**") harmless from all losses, damages, claims, suits, proceedings, damages and liabilities of whatever nature, and all costs and expenses, including Indemnified Parties' reasonable attorneys' fees resulting from any and all claims, demands, or rights of action that may be asserted at any time against Bottler which are caused by or result from Account's negligence or willful misconduct in the possession, use or operation of the Equipment or due to Account's breach of any provision of this EPA. Account represents and warrants that plumbing and electrical service on the property is proper and adequate for the installation and use of the Equipment, and Account will not use extension cords or other electrical connections not expressly approved by Bottler. Account agrees to indemnify and hold harmless Bottler from any damages arising out of Account's plumbing or electrical hook-up or service. Notwithstanding anything herein to the contrary, the provisions of this section will survive termination of the Agreement.
7. **Termination or Expiration.** Upon termination or expiration of the Agreement, Account shall promptly return all Equipment to Bottler.
8. **Remedies.** In the event of Account's breach of this EPA, Bottler shall have the immediate right to exercise any one or more of the following remedies: (w) to terminate the Agreement; (x) to declare the entire amount of any rent immediately due and payable, without notice to or demand of Account; (y) to take possession of any or all of the Equipment without demand or notice wherever the same may be located, without any court order or other process of law; or (z) to pursue any other remedy at law or in equity. If the Equipment is not made accessible by Account, then Account shall pay all costs and expenses relating to the removal of the Equipment, including reasonable attorneys' fees incurred by Bottler in enforcing its rights hereunder by litigation or otherwise. If this EPA is terminated with respect to any piece of Equipment for any reason prior to one year from the commencement date hereof, then Account shall pay Bottler all costs and expenses for installation, removal and refurbishment of the Equipment. All rights and remedies provided herein may be exercised exclusively, concurrently, or cumulatively with any other right or remedy hereunder, or as otherwise provided by law.
9. **Casters (if applicable).** If Account requests, at any time during the term of the Agreement, that Bottler provide the Equipment equipped with casters, the following provisions shall apply. Account represents and warrants that the Equipment is required by a governmental authority pursuant to applicable health, safety, sanitary or other applicable codes or ordinances, or the Account desires the Equipment to be equipped with casters to permit the efficient and thorough cleaning of the Equipment and surrounding areas. Account recognizes and acknowledges that the casters provided on the Equipment are not designed or intended to allow for the movement of the Equipment beyond the minimal distances required for cleaning of the immediate area and are not designed for movement from room to room or other similar distances. Account agrees that it shall not, and shall not permit its employees, agents, or subcontractors to use the casters to move the Equipment beyond the short distances necessary to adequately clean and maintain the Equipment and immediately surrounding areas. Account agrees not to otherwise move or displace the Equipment from the area in which it was placed by Bottler. Any violation of this section by Account shall constitute a breach of this EPA.
10. **Miscellaneous.** To the extent that any of the terms of this EPA conflict with the terms set forth in any other agreement between the parties (and the effect of such conflict diminishes the rights of Bottler under this EPA), the terms of this EPA will control; provided further that removal of any Equipment will not affect the terms of any other agreement between the parties.



PO Box 1729
Travelers Rest SC 29690
(864) 370-0637, (864) 304-8065
Accountsreceivable@elabsinc.net

Estimate

ESTIMATE #	1062210949
DATE	
PO #	

CUSTOMER
Town County Maintenance Barn Kim Warren 433 Tater Ridge Dr Hiawassee, GA , 30546 kimwarren300@gmail.com

SERVICE LOCATION
Town County Maintenance Barn Town County Maintenance Barn 433 Tater Ridge Dr Hiawassee, GA , 30546 kimwarren300@gmail.com

DESCRIPTION	- Replacement of RUL Spill Bucket that failed testing
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Estimate				
Description	Qty	Rate	Tax	Total
Installation Crew labor Onsite labor	1.00	\$3,500.00	\$0.00	\$3,500.00
5 Gallon Double Wall Spill Bucket / 1C-3112P	1.00	\$1,106.36	\$0.00	\$1,106.36
Drop Tube / OPW / 7150-410C	1.00	\$971.52	\$0.00	\$971.52
4" Fill Cap / OPW / 634TT-7085-EVR	1.00	\$48.52	\$0.00	\$48.52
4" Brass Fill Adapter / 305L-0200AA	1.00	\$82.95	\$0.00	\$82.95
4" x 4" Steel Nipple	1.00	\$33.18	\$0.00	\$33.18
4" Steel Riser	1.00	\$86.00	\$0.00	\$86.00
Concrete	1.00	\$300.00	\$0.00	\$300.00
Bobcat & Breaker Rental Bobcat & Breaker	1.00	\$1,000.00	\$0.00	\$1,000.00
Travel & Truck Travel & Truck	101.00	\$3.50	\$0.00	\$353.50

CUSTOMER MESSAGE

Estimate Total:

\$7,482.03



Quotation/Order Form

Quote For:

Towns County 911, GA
Marty Roberts
1298 Jack Dayton Circle
Young Harris, GA 30582

Quote #: Q-05161 - 2

Create Date: 2/7/2025, 1:11 PM

Expires On: 5/11/2025

Payment Terms: Net 30

Customer Success Manager: Connie Thomaschek

Phone: (336) 397-5300

Email: cthomaschek@caliberpublicsafety.com

Orders Fax: (866) 368-8602

Product Code	Product Description	Location	Qty	Price Each	Extended
CAD					
HWKIT-CADWKSTN	CAD Standard Workstation - Hardware only		4.00	\$2,205.00	\$8,820.00
HWKIT-CADSMSVR	CAD Database / Application Server - Hardware only		1.00	\$25,191.00	\$25,191.00
HDKIT-CADWKSTN	CAD Standard Workstation - Help Desk Coordination		4.00	\$290.00	\$1,160.00
HDKIT-CADSMSVR	CAD Database / Application Server - Help Desk Coordination		1.00	\$1,820.00	\$1,820.00
SI-CAD-SVR	Server Software installation (install of our software on a new server)	Remote	1.00	\$2,137.50	\$2,137.50
CI-WKOS-3	Workstation Order OS & Applications 1-9 wrkstns - Caliber provided hardware	Onsite	1.00	\$1,575.00	\$1,575.00
CI-HWINST-10	Server Hardware Order/Rack/OS/SQL/ Application 1-9 Licenses (Caliber provided HW)	Onsite	1.00	\$4,950.00	\$4,950.00
CAD TOTAL:					\$45,653.50

Annual Maint & Support: \$2,980.00

Order Total: \$49,028.50

Year 2 Total Annual Maint, Support & Subscription: \$3,129.00

Acceptance:**Colossus, Incorporated****Towns County 911, GA**

Signature: _____

Signature: Cliff Bradshaw

Name (Print): _____

Name (Print): Cliff Bradshaw

Title: _____

Title: Sole Commissioner

Date: _____

Date: 4-17-25Please sign and email to Connie Thomaschek at cthomaschek@caliberpublicsafety.com or fax to (866) 368-8602.**Terms & Conditions**

- 1) This Quotation incorporates by reference the following signed document(s) between COLOSSUS, INCORPORATED (herein referred to as "Caliber Public Safety") and Customer: i) Master Purchase License & Services Agreement, ii) RMS Software as a Service Agreement, iii) End User License Agreement, iv) Software Maintenance terms, and/or v) Statement of Work, as applicable.
- 2) Upon signing of this Quotation or Caliber's receipt of Customer's purchase order, Customer shall be invoiced 100% for all products and services set forth on this Quotation, which invoice shall be payable net-30 days from the date of invoice.
- 3) Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
- 4) Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Caliber Public Safety.
- 5) The parties agree that should there be a conflict between the terms of this Quotation and the terms of one or more of the Agreements set forth in Section 1 herein, the terms of this Quotation shall govern.
- 6) Each party executing this Quotation acknowledges and warrants that [he]/[she] is duly authorized by Caliber Public Safety and/or the Customer to execute this Quotation on Caliber Public Safety's and/or the Customer's behalf.
- 7) Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.
- 8) Estimated Travel Expenses are included up to \$0.00. Anything above this amount will be handled via change order.



February 24, 2025

Honorable Cliff Bradshaw, Chairman
Towns County Commission
48 River Street Suite B
Hiawassee, Georgia 30546

Dear Chairman Bradshaw,

The Legacy Link, Inc., will once again provide state and federal funds to Towns County for services at your senior center including home delivered meals, congregate meals, transportation, care management and in-home material aid services in the fiscal year beginning July 1, 2025. We plan to provide \$132,453.00 to Towns County for these services.

Legacy Link has provided the following contributions into Towns County over the last year: 12 clients were active in our case management programs to help them age in place with a monetary value of \$459,719; 2 individuals participated in our Senior Employment program and paid to train at local nonprofits for a total of \$21,866; 43 individuals participated in our Senior Farmer's Market and received a \$50 voucher for fresh fruit and vegetables for a total contribution of \$2,150; in addition to many other programs and services offered to the county outlined below.

Legacy Link provides the following services in all 13 counties: Information, telephone screening and counseling for families seeking assistance for seniors and persons with disabilities. Georgia SHIP staff and volunteers provide counseling and assist with Medicare, other insurance, fraud, and scam issues. We subcontract with a personal care service agency for homemaker and personal care to help frail older persons remain in their homes and also subcontract for legal services for older individuals in the region.

Legacy Link's nurses and social workers will continue to provide care management in all 13 counties for non-Medicaid and Medicaid-funded health programs to help nursing home eligible persons of all ages with chronic health conditions remain in their homes and communities. The nurses and case managers work with over 1,000 clients and their families to arrange for in-home and community health services to avoid premature nursing home placement.

Legacy Link staff will also continue to work with families and nursing home staff and assist residents in moving out of nursing homes and back into the community when feasible.

Additionally, we provide funding for services to help caregivers of persons with Alzheimer's disease and other dementias.

We will continue funding various services designed to help families caring for someone with Alzheimer's in part-time day programs in Forsyth, White, and Dawson Counties. We have a Caregiver Specialist and Dementia Care Specialist on staff to work with families in all counties who have caregiver issues.

The Legacy Link Wellness program for seniors has been highly successful in the region and the Retired Senior and Volunteer Program (RSVP) has about 200 volunteers aged 50+ who volunteer in their communities.

The Legacy Link Senior Community Service Employment Program assists low-income persons aged 55+ needing employment and training. We pay minimum wage for part-time employment-based training. The participants are helping their communities by training in local non-profits and government organizations while learning workplace skills to obtain unsubsidized employment.

In order to draw down federal and state funds for programs and services as described, we must have local matching funds. These local matching funds from each county government are necessary for us to continue sub-contracting and providing services including administration, information and referral, screening services, and volunteer programs in all counties. We utilize in-kind match as much as possible but need local matching funds revenue to continue our services in the region.

Our local share match request of each county government for the fiscal year July 1, 2025 to June 30, 2026, is \$16,000 this year. Each county government's local share contribution is critical to draw down funds for continuation of services that help families in your county. This amount may be paid in one payment, quarterly, or semi-annually. If you elect for a payment option other than a one-time payment, please notify our office.

The commitment page for your signature signifying approval of the request is enclosed. Please sign and return to me so we can continue services offered in your county in the new fiscal year. If you have any questions about services operated or funded by Legacy Link in your county, please do not hesitate to call me.

We appreciate your support of Legacy Link. Through continued partnership, we can keep improving the quality of life of older adults, individuals with disabilities, and their caregivers in your community.

Sincerely,



Melissa Armstrong, MSW
CEO/ AAA Director
The Legacy Link, Inc.

Enclosure



LOCAL SHARE COMMITMENT LETTER

FY-2026

The FY-2026 local share requested by The Legacy Link, Inc. from each county is \$16,000.00. These funds will be used by the Area Agency on Aging (AAA) as match to draw down the federal and state funding for administration, coordination, information & referral, employment & training of older workers, volunteer program and other services. These funds will also help to continue to Wellness Programs and Medicare Prescription assistance in all counties.

The Towns County Commission hereby approves the services to be offered for older citizens, family members and individuals with disabilities in Towns County in FY-2026. Towns County Commission also agrees to pay the necessary local share funds in the amount of \$16,000.00 to secure federal and state funding and continue services as noted above.

Approved:  Date: 4-17-25
Towns County Commission Chairman

Please return to: Melissa Armstrong, CEO/ AAA Director
The Legacy Link, Inc.
P.O. Box 1480
Oakwood, Georgia 30566

← mailed
4-21-25

Towns County, Georgia

Entered

4-17-25

Eric Barrett

Clerk Superior Court

CLIFF BRADSHAW

TOWNS COUNTY COMMISSIONER

48 RIVER STREET

SUITE B

HIAWASSEE, GEORGIA 30546

Telephone: 706-896-2276

April 17, 2025

Honorable Eric Barrett

Clerk, Towns County Superior Court

48 River Street


Hiawasse, GA 30546

RE: Appointment Anna Denton to Towns County Board of Election and Registration

Dear Mr. Barrett:

Pursuant to House Bill 795 by Twiggs of the 8th, LC 11 0277, I certify that my office has received a letter from the Chairman of the Towns County Republican Party selecting Ms. Anna Denton and a copy of the minutes of the Towns County Republican Party Executive Committee ratifying Ms. Denton as said nominee, as a member of the Board of Elections and Registration for Towns County, Georgia to replace Betsy Young who resigned.

Therefore, I am hereby appointing the above-named Anna Denton of 5983 Brasstown Creek Est Young Harris, GA 30582 to said position as authorized in House Bill 795, Section 2 of said legislation to fulfill the remainder of the 4-year term expiring on December 31, 2027.



Cliff Bradshaw

Sole Commissioner, Towns County

Sworn to and subscribed before me,

This 17 day of Apr, 2025.



Notary Public

My Commission expires: 4-12-26





Eric Barrett, Clerk of Superior Court
48 River Street, Suite E
Hiawassee, GA 30546

Wednesday, March 12, 2025

Affidavit of Election Board Member Appointment

Greetings,

In accordance with Section 7 of HB 795,

As the Chairman of the Republican Party of Towns County, and in accordance with Section 2 (1) of HB 795, I hereby select

Ms. Anna Denton
5983 Brasstown Creek Estates
Young Harris, GA 30582

To be appointed as the Republican Representative for the Towns County Election Board to fulfill the current two-year term vacated by Muriel Elizabeth (Betsy) Young effective May 14, 2025

I hereby Certify that Ms. Denton has been duly ratified by a majority of the members of the Executive Committee of the Republican Party of Towns County in accordance with Section 6 of HB 795.

Respectfully,

Betsy Young, Outgoing TCGOP Chair
3921 Highway 76, Ste 5
Young Harris, GA 30582
(706) 514-6437

www.townscogagop.org
Facebook Towns County GA GOP
Cc.Cliff Bradshaw, Commissioner of Towns County
Betty Phillips, Secretary of Republican Party of Towns County
Republican Party of Towns County*3921 Highway 76* Young Harris, GA 30582

Minutes from the March Monthly Meeting 2025 of Towns County GOP

Doors opened at 5:15 PM March 20th

The meeting was called to order by Chairwoman Betsy Young at 5:43 PM at the Towns County Senior Center, Hiawassee, Georgia.

Opening exercises were completed by Chuck Luca with the Invocation, Pledge by Betsy Young, and Reading of our Mission Statement not read at this meeting due to not having it available.

Motions to accept the Proposed Agenda was made by Melissa Griggs and seconded by Sam Wilson; vote was unanimous.

There was no motion made to accept the February Minutes because of the Community Outreach being held for our February meeting.

Treasure Report was given by Nancy Clemens in Harvey's absent.

Announcement was made that Anna Denton, per the Executive committee vote on March 12, 2025, was candidate for filling the position of Election Board member Chair Young in May 2025. A motion was made by Chuck Luca and seconded by Harvey Cohen, motion carried unanimously,

Guest speakers were Stephen Aaron, candidate for Chair of the 9th District Republican Party and Todd Tibbetts, Sergeant of Arms for the 9th District.

Announcement was made about the upcoming retirement of Chair Young as of March 2025. Request was made for anyone interested to contact the TCGOP office.

The meeting was adjourned at 7:20 PM by Chair, Betsy Young

Submitted by Acting Secretary, Nancy Clemens for Betty Phillips, Secretary TCGOP



**TOWNS COUNTY
BID TABULATION FORM**

Brasstown Bridge Deck

April 17, 2025

Called Meeting 2:00 PM

Name of Company

Bid Amount

Ohio Gratings, Inc.

\$142,704.00

(Sealed bid received 4/14/25)

Tabulated by:

Brenda McKinney County Clerk Towns County Commissioners Office



OGI BRIDGE &
TRANSPORTATION LTD.

OGI Bridge and Transportation, Ltd

PROJECT BID PROPOSAL

TO:	Towns County Georgia	PROPOSAL:	1039199-2
ATTN:	Cliff Bradshaw	PROJECT:	Bridge in Towns County
TEL:	TBD	DATE:	3/31/2025
		JOBSITE:	Towns County, GA 30582
EMAIL:	bradshawcommissioner@yahoo.com	APPROX. WT.:	31,539 lbs.

General Proposal Notes

Approval Drawing Requirement: Approval drawings will be provided 2-3 weeks after receipt of a PO.

Grating Production Lead Time: Ten to twelve (10-12) weeks after receipt of a PO.

BID QUALIFICATIONS:

This proposal is based on a phone call from Joe Barron that was followed over email by Aristotle Zournas on 9/5/24.

Proper plans/drawings/specs will be required to move forward with a purchase order. Please provide these when they become available. Please also confirm the support structure design, support beam sizes, clear span, and confirm if the 5-1/2" grating depth will be acceptable for the bridge design.

There has been no drawings provided for this bridge project, only verbal descriptions of dimensions.

- The quoted grating is rated for the requested AASHTO H-20 +30% Impact Live Load in a clear span up to 85". Calculated deflection less than L/400. If this live load description is not accurate, Ohio Gratings will be glad to provide an updated quotation with a different product selection.
- The direction of vehicular travel is considered to be parallel to the 60' bridge length (grating width) dimension (perpendicular to 12'-0" grating span dimension) described verbally.
- Steel support size/flange width is 10" as provided by the customer.



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- OGI does not recommend a cantilevered condition for metal bar grating. Precautions should be taken to minimize loading on the cantilevered area.
- The customer has advised metal railings will be supplied at panel edges that attach down to support plates extending off of the main beams, so that cars do not come close to the grating that is in cantilever. These metal railings **MUST** be attached down to structure and can **NOT** be attached to the grating at any locations.
- Prices quoted are FOB Canton, OH, and include freight prepaid to Towns County, GA 30582
Pricing includes:

1. **720 SF** 37-R-5 Riveted 5-1/2" x 3/8"
 Surface: Serrated
 Galvanized ASTM <A123> Heavy Duty Riveted Grating

R-HD-Grating

Line Subtotal: **\$ 142,704.00**

Line Notes

The Grating quoted is manufactured with the following materials:

- Bearing Bars and End Load Banding Bars: 5-1/2" x 3/8". Steel Type: Grade 36.
- Connecting Bars: 1-1/2" x 3/16" Serrated Bars. Steel Type: ASTM A1011 CS Type B, or ASTM A1011 Structural Steel Grade 36, or equal.
- Anchor bars: 10" x 1/4". Steel Type: Grade 36.
- Customer has requested an AASHTO H20 Live Load
- Maximum On-Center Steel Support Spacing for the traffic lane is considered to be 7'-6"

The following materials and finish are also included:

Rivets conforming to ASTM A-575.

Galvanized per ASTM A123.

The overall grating panel elevation is **5-7/8"** from the top of the surface to the bottom of the anchor bar.

Grating scope included:

1. Length of area is considered to be 12'-0" (Grating Span). Width of area is considered to be 60'-0".

Typical Panel Sizes: The typical panel width is 40-11/16" wide. Final panel sizes to be confirmed during drawing approval. (1) panel spans are considered to cover the 12'-0" length of grating area.

Grating Attachments: 10" x 1/4" shop-welded Anchor Bars with shop pre-drilled holes will be used for bolted attachments. Attachment hardware by others. Panels are to be used as a template for field drilling of the supports by others.



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Exclusions:

- Any supports.
- Any attachment hardware.

Total Extended Price (see note 1): **\$ 142,704.00**

NOTES AND CONDITIONS:

- 1) Invoicing will be based on Lot Price. Prices DO NOT INCLUDE taxes, duty, brokerage fees, erection, field measurements, or any items not listed on the quote.
- 2) Grating products are manufactured/ fabricated in accordance with ANSI/NAAMM MBG 532-19 manual. OGI Bridge and Transportation is AISC quality certified for "Bridge and Highway Metal Components".
- 3) Prices quoted are in US currency and are firm for acceptance for (7) days and firm on release(s) for fabrication and shipment(s) through JUNE '25 after which time pricing is subject to material escalation. Payment terms are NET 30 DAYS – PENDING APPROVAL with NO RETENTION. OGI Bridge and Transportation is a material supplier and not bound to the prime contract.
- 4) Prices quoted are FOB Canton, OH, with FREIGHT ALLOWED to SHIP TO noted above and based on (1) shipment. **Freight charges are based on freight rates at the time of quotation. All freight charges are subject to change at the time of shipment based on the freight rates at that time. A fuel surcharge may be added at the time of invoice based on freight rates at the time of shipment.**
- 5) Drawings are included in the prices quoted and are scheduled to be completed 2 WEEKS after receipt of order and credit approval along with a complete set of construction/field drawings of the current issue.
- 6) Material shipment schedule to be: see "Estimated Shipping Schedule" in "General Proposal Notes" section, after receipt of approved drawings if required.
- 7) Back charges will NOT be accepted without written authorization from an authorized Ohio Gratings representative.

We thank you for the opportunity to quote on this project. Any questions regarding this proposal, please contact Carlton Lenartowicz at 330-312-3954.

Sincerely,

Aristotle Zournas
Specialty Sales Manager

Technical Proposal prepared by
Carlton Lenartowicz
Product Engineer

OGI Bridge and Transportation



OGI BRIDGE &
TRANSPORTATION LTD.

OGI Bridge and Transportation, Ltd

Please enter my purchase order #: 10583 Dated: 4-17-25 Signature: [Signature]
per the above quotation.

Signed at Called County
Meeting