



**Fannin County Board of Commissioners  
Regular Scheduled Meeting  
April 11th, 2023 @ 6:00 p.m.  
Jury Assembly Room  
Third Floor**

**OPENING OF REGULAR SCHEDULED MEETING:**

Present in meeting were Chairman Jamie Hensley, Post One Commissioner Johnny Searce, Post Two Commissioner Glenn Patterson, County Clerk Sherri L. Walker & County Attorney Lynn D. Doss.

Item #1: Invocation was led by Commissioner Patterson. Pledge was led by Commissioner Searce.

**UNFINISHED BUSINESS:**

Item #2: Board approval of the minutes from the March 28th, 2023 Regular Scheduled Meeting. Chairman Hensley made a motion first to approve the minutes of the March 28th, 2023 meeting. Motion made second by Commissioner Searce. Motion passed unanimously.

Items #3: Board Discussion/Action on Senior Citizen Flooring Replacement (Tabled from March 28<sup>th</sup>, 2023). After discussion on the items tabled, Chairman Hensley made a motion first to approve the quote from North Georgia Concrete Staining, LLC in the amount of \$20,000.00 to be paid from General Fund. Motion made second by Commissioner Searce. Motion passed unanimously. (Insurance Claim)

**NEW BUSINESS:**

Item #4: Board Discussion/Action on the Fannin County Board of Health – Proposed Fee Schedule. Mr. Shannon Bradburn approached the Board with the new Environmental Health Services Fee Scheduled which consisted of some increases while some of the other fees were decreased. Chairman Hensley made a motion first to approve the fee schedule. Motion made second by Commissioner Patterson. Motion passed unanimously.

Item#5: Board Discussion/Action on Public Works Director Zack Ratcliff – Purchase of Equipment. Mr. Ratcliff approached the Board regarding purchasing a Mower Max Boom with 24ft Boom Arm with 60 in. Rotary Deck with hydraulic controlled deck door and 90 degrees swivel. The amount of the equipment would be \$229,110.75. Chairman Hensley asked for a motion to approve the purchase of the equipment in the amount of \$229,110.75 with SPLOST. Motion made first by Commissioner Patterson. Motion made second by Commissioner Searce. Motion passed unanimously.

Item #6: Board Discussion/Action on Fannin County Health Department Roof Replacement. Chairman Hensley stated the roof on the Fannin County Health Department would need to be replaced. This would be an insurance claim and would be reimbursed by insurance minus the deductible. Chairman Hensley stated there were three quotes as follows: Roof It Forward in the amount of \$39,600.00, Rainman Roofing in the amount of \$39,775.00 & Southeast Roofing & Contracting, LLC in the amount of \$39,900.00. After discussion, Chairman Hensley asked for a motion to approve the quote from Roof It Forward in the amount of \$39,600.00. Motion made first by Commissioner Searce. Motion made second by Commissioner Patterson. Motion passed unanimously.

Item #7: Board Discussion/Action on Resolution of The Board of Commissioners of Fannin County Declaring the Results of an Election Held on March 21, 2023 and Certificate of Election Superintendent. Chairman Hensley made a motion first to adopt the Resolution. Motion made second by Commissioner Patterson. Motion passed unanimously.

**PUBLIC COMMENTARY:**

Public Commentary was made by Dana Faulken, Denise Shinpaugh & Evonne D'Angelo.

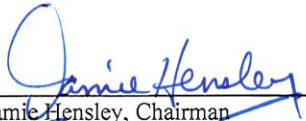
Closed at 7:20 a.m.

**EXECUTIVE SESSIONS:**

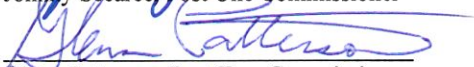
Chairman Hensley stated there was not a need for Executive Session.

**CLOSING:**

Chairman Hensley made a motion first to adjourn the meeting. Motion made second by Commissioner Searce. Motion passed unanimously. Adjourned at 7:21 p.m.

  
\_\_\_\_\_  
Jamie Hensley, Chairman

  
\_\_\_\_\_  
Johnny Searce, Post One Commissioner

  
\_\_\_\_\_  
Glenn Patterson, Post Two Commissioner

Attest:

  
\_\_\_\_\_  
Sherri L. Walker, County Clerk



ESTIMATE  
EST0007

DATE  
03/08/2023

TOTAL  
USD \$20,000.00

## Fannin County

DESCRIPTION	RATE	QTY	AMOUNT
Grind and remove adhesives	\$20,000.00	1	\$20,000.00
Diamon grind and repair crack			
Diamond grind and level bathrooms			
Diamond grind entire floor			
Etch and clean floors			
Stain brown			
Sealant x1			
Sealant x2			
3892 sq ft			

TOTAL	USD \$20,000.00
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**Sherri Walker**

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**From:** Jamie Hensley  
**Sent:** Tuesday, March 28, 2023 9:19 AM  
**To:** Sherri Walker  
**Subject:** FW:

Here's another quote for flooring for tonight

Thank you,

**Jamie Hensley, Chairman**



***Fannin County Board of Commissioners  
400 West Main Street, Suite 100  
Blue Ridge, GA 30513***

**From:** Andy Rogers <rogers4218@gmail.com>  
**Sent:** Tuesday, March 28, 2023 9:17 AM  
**To:** Jamie Hensley <jhensley@fannincountyga.org>  
**Subject:**

Quote for the senior center floor For the quick together flooring and labor And transitions is \$19950. For the glue down blowing And the glue \$19626

# PROPOSAL

## R & M A-1 Quality Construction, LLC.

251 March Lane • Blue Ridge, GA 30513  
Home: 706-632-7727 • Cell: 706-633-3128

PROPOSAL NO.	1
SHEET NO.	1
DATE	3-10-23

### PROPOSAL SUBMITTED TO:

NAME	Jimmie Hensley
ADDRESS	
PHONE NO.	

### WORK TO BE PERFORMED AT:

ADDRESS	
DATE OF PLANS	
ARCHITECT	

We hereby propose to furnish the materials and perform the labor necessary for the completion of the flooring inside the community building center  
by labor putting flooring down with  
padding on bottom of flooring for sum of  
\$8,900.00

Material flooring flooring water  
proof with rubber backing sawn oak  
material is \$14,752.83 it's \$3.69  
square foot.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of half to start job to cover Dollars (\$23,632.83)  
with payments to be made as follows. material.

Respectfully submitted Jimmie Hensley

Per \_\_\_\_\_

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note — This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Richard Merrill

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature Richard Merrill

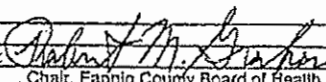
Date 3-10-23

Signature X



New

ENVIRONMENTAL HEALTH SERVICES / INSPECTIONS	FEES
<b>I. Sewage Program:</b>	
1. Sewage system insp. & site evaluation	
a. Residences: *	
(1) Up to 1000 sq. ft.	200
(2) 1001 - 2000 sq. ft.	300
(3) 2001 - 3000 sq. ft.	400
(4) 3001 - 4000 sq. ft.	500
(5) 4001 - 5000 sq. ft.	600
(6) 5001 sq. ft. and up	700
2. Central system -- per residence insp.	200
3. Central system design plan review	300
4. Central system per unit	100
5. Reinspection of system or site	100
6. Existing system evaluation/Property assessment for home relocation	100
7. Existing system evaluation/Property assessment w/out septic modification	50
8. Subdivision Application Fee	
a. (1-10 lots)	300
b. (11-20 lots)	400
c. 21+ lots	500
9. Subdivision plan review (per lot)	100
10. Residential system repair	100
11. Commercial system repair	300
12. Central/Experimental repair	400
13. Addition or Modification to residential sewage system	200
14. Experimental systems-approved by DPH	600
15. Commercial systems:	
a. up to 2,000 gals/day flow	400
b. over 2,000 gals/day flow	600
16. RV Parks (per unit)	150
17. Pit Privy	100
<b>II. Food Program:</b>	
1. Annual inspection fees:	
a. 0-25 seats	200
b. 26-75 seats	300
c. 76-150 seats	400
d. 151 or more seats	500
e. Mobile Units	200
f. Mobile Units Authorization	30
g. Extended Food Service Unit	150
h. Base of Operation	200
i. Incubator Kitchen	
1. Incubator	400
2. Incubatee	150
j. Pop-up Food Vendor Review	200
k. Pop-up Facilitator Review	200
2. Plan review & pre-opening inspection: (New)	250
a. Extended Food Service Unit	150
b. Mobile Unit Base of Operation	200
3. Plan Review for Existing Facilities (new owner or remodel)	
1. No changes (no structural or equipment changes or additions)	100
2. Minor changes (equipment relocation or addition or resurfacing w/o structural changes)	150
3. Major changes (any structural changes involving walls, floor, ceiling, plumbing, etc.)	200
4. Temporary Food Service	50
5. Follow-Up Inspection (due to critical items or by request)	100
6. HACCP / Variance Review	250
<b>III. Tourist Accommodations Program:</b>	
1. Annual inspection fees:	
a. 25 rooms/spaces or less	200
b. 26-75 rooms/spaces	300
c. 76 or more rooms/spaces	400
2. Application and plan review	
a. 25 rooms/spaces or less	200
b. 26-75 rooms/spaces	250
c. 76 or more rooms/spaces	350
d. Plan review for existing facility	300

3. Reinspection of critical items or due to request	100
<b>IV: Swimming Pool Program:</b>	
1. Annual inspection fees:	
a. Pools	200
b. Spas	100
c. Late fees (per month)	50
2. Plan review	
a. 0 - 1000 sq. ft.	200
b. 1001 - 2000 sq.ft.	300
c. 2001 - 3000 sq.ft.	400
d. 3001 - 4000 sq. ft.	500
e. 4001 sq. ft. or larger	600
3. Reinspection of critical items or by request	100
<b>V: Body Art</b>	
1. Annual inspection fees:	
a. Body Art Studio (includes owner/operator's license)	300
b. Microblading only	100
2. Plan review (New)	
a. Body Art Studio	100
b. Microblading only	100
3. Reinspection (after second inspection)	50
4. Body artist permit	100
5. Guest Body Artist license (30 day max)	50
6. Temporary Body Artist license (7 day max)	50
7. Temporary Body Art studio (7 day max)	50
<b>VII: Miscellaneous:</b>	
1. General copying - per page	\$0.50/p + \$30/hr
2. Late Payment Fee (Per Month)	50
3. Requested hearing for variance (includes public notice signs and mailing adjacent property owners)	350
4. Rabies specimen to lab	100
5. In-house or On-site training	25/person + cost
6. Environmental Assessment	50 / hr + drive time
7. Educational Class (New)	\$100 / hr.
* Total square footage of residence and garage combined (finished or unfinished).	
<b>BOARD OF HEALTH POLICY ON FEE COLLECTIONS AND CHARGES</b>	
<p>Government agencies and charitable organizations will not be charged fees for services. Delinquent fees will be charged an additional \$25 per month if not paid. Fees for Environmental Health services may be waived or reduced when, in the opinion of the Environmental Health County Manager, Environmental Health District Director, and District Health Director, the collection of such fees runs contrary to the goals of public health or is a severe financial hardship. A reasonable fee will be collected for search, retrieval, redaction, and production or copying costs for the production of records pursuant to the Georgia Open Records Act. The most economical means reasonably calculated to identify and produce responsive, non excluded documents will be used. In addition to a charge for the search, retrieval, or redaction of records, each environmental health office may charge a fee for the copying of records or data for letter or legalsize documents or, in the case of other documents, the actual cost of producing the copy. In the case of electronic records, the agency may charge the actual cost of the media on which the records or data are produced.</p>	
Approved: 	Date: 8-22-23
Chair, Fannin County Board of Health	
Approved: _____	Date: _____
Jamie Hensley, Chair, Fannin County Commission	

Fannin County  
Environmental Health  
Fee Schedule 2009

OLD

PROGRAM	FEE
<b>1. Sewage Program</b>	
System and site inspection	
Residential (including Mobile Homes)	
Up to 1, 000 sq. ft.	\$150.00
1,001 - 2,000 sq. ft.	\$250.00
2,001 - 3,000 sq. ft.	\$350.00
3,001 - 5,000 sq. ft.	\$450.00
Greater than 5,000 sq. ft.	\$550.00
<b>Commercial and Non-Residential Systems</b>	
Up to 2,000 gals/day flow	\$300.00
Over 2,000 gals/day flow	\$500.00
<b>Central System (two or more units or homes sharing system)</b>	
Base Fee (design plan review)	\$300.00
Plus per unit or structure	\$75.00
<b>Experimental System</b>	\$1,000.00
<b>Monitoring for alternative and experimental systems</b>	\$50.00
Reinspection of system or site	\$100.00
Site Evaluations	\$100.00
Existing system evaluation	\$150.00
Non-Bedroom Existing Sewage Evaluation	\$50.00
Privy, chemical, composting, incinerator or other non-water carried sewage system intended for permanent use	\$100.00
Unauthorized Site Modifications	twice usual permit fee
Reinspection (due to contractor or property owner negligence)	\$100.00
<b>Subdivision Application Fee</b>	
1 to 10 lots	\$200.00
11 to 20 lots	\$300.00
More than 20 lots	\$400.00
Subdivision plan review (per lot)	\$100.00
Changes or resubdivision of recorded lots	\$50.00
<b>Repairs and Additions to Sewage System</b>	
Residential	\$150.00
Commercial	\$250.00
Central	\$300.00
Experimental	\$500.00



Fannin County  
Environmental Health  
Fee Schedule 2009

<b>Pumper Permit and Inspection</b>	
Septic Tank Pumper Inspections and Permits (per vehicle)	\$200.00
Portable Sanitation Inspection and Permits	
Base Fee	\$100.00
Per Truck	\$50.00
Land Disposal of Septage Annual per property permitted	\$1,000.00
<b>2. Food Service</b>	
Application and Plan Review	
New permanent establishments	\$250.00
Application and Review for simple change of ownership	\$150.00
Plan review for remodeling of existing establishment	\$100.00
Temporary-per event	\$30.00
No fee for churches or charitable organizations	\$0.00
<b>Permanent Establishments-Annual</b> (prorated for changes of ownership during current year)	
Small (0-25 seats)	\$150.00
Medium (26-75 seats)	\$250.00
Large (76-100 seats)	\$350.00
Extra Large (more than 100 seats)	\$450.00
Mobile Service Only	\$100.00
Catering Only	\$100.00
Reinspection Fee	\$100.00
Necessary or requested <i>graded</i> inspection due to serious violations	
<b>3. Tourist Accommodations</b>	
Application and Plan Review	\$150.00
Inspection Fees-Annual	
35 or less units, rooms or campsites	\$150.00
more than 35 units, rooms or campsites	\$250.00
Reinspections (as under food service)	\$100.00
<b>4. Body Art</b>	
Body Art Establishment Permit -Annual	\$300.00
Body Artist License- yearly license	\$50.00
Body Art Establishment Plan Review	\$75.00
Guest Body Artist License-30 days maximum	\$50.00
Temporary Body Art Establishment Permit-7 days maximum	\$50.00
Temporary Body Artist License-7 days maximum	\$50.00
Re-inspection (After second inspection)	\$50.00
Permanent Cosmetics/Micropigmentation Permit-Annual (If using only single-use disposable items)	\$150.00

Fannin County  
Environmental Health  
Fee Schedule 2009

<b>5. Swimming Pools</b>		
Application and Plan Review		
Inspection Fees-Annual		\$200.00
Pools		\$150.00
Spas		\$100.00
Reinspection		\$50.00
<b>6. Rabies Specimens</b>		
For Fannin County residents	shipping charges	
From outside of Fannin County		\$100.00
Plus 0.50 per mile required travel		
<b>7. Miscellaneous</b>		
Late Fee-per month after 30 days		\$25.00
Copy of regulations		\$15.00
Copy of O.S.S.M.S Manual		\$50.00
<b>8. General Copying</b>		
No charge for single page	no charge	
Per page after first		\$0.50
Minimum per hour charge for research and copying		\$30.00
Lead (Pb) evaluation of premises		\$250.00
Miscellaneous Letter of Inspection		\$50.00
Educational Classes (per hour per class plus cost of materials)		\$100.00
(food safety, septic contractors, etc)		
Requested hearing for variance or appeal		\$350.00
(\$350 includes public notice signs at property and mailing		
notices to adjacent property owners by Health Dept.)		



6902 E. 7th Ave.  
Tampa, FL 33619

8136341111 x 4

WWW.MOWERMAX.COM

## Quote

Date	Quote #
3/23/2023	3548

### Name / Address

Fannin Co., GA  
229 Aska Rd  
Blue Ridge GA 30513

Rep

NC

Item	Description	Qty	Cost	Total
MWB Gen 3 New	Mower Max Boom - Gen 3	1	186,787.25	186,787.25T
24ft Boom Arm	24ft Boom Arm without Head Attachment with 60in Rotary Deck with hydraulic controlled deck door and 90 degree swivel	1	23,903.75	23,903.75T
MM Boom Std - Gen 3	STANDARD EQUIPMENT INCLUDED: 154 HP Turbo Diesel, Stage V Cummins 2-Speed Hydrostatic Transmission 6 Section Valve Bank with Electro-Hydraulic Joystick Controls 3450lbs Counterweight with Integrated Steps Cab certified for both ROPS - ISO 3471 and FOPS - ISO3449 Red Dot AC/Heat Cab with AM/FM/DVD 6.2in Touchscreen with Blue Tooth and iPod Control Heavy duty Radial Multi-Purpose Tires 180 Deg Boom Rotation Full time 4WD and 4 Wheel Steering with Rear Axle Stabilizer Front headlights with LED daytime running lights, turn lights and rear brake lights with turn lights 1-Class 1 LED Strokes, 12 LED Mini Flasher/Strokes and 1 - 36in LED Directional Control Bar 12v Air-ride, Grammer cloth seat with lumbar, tilt, arm rest & two safety switches Back-up alarm		0.00	0.00T
4-speed	4-speed Transmission upgrade	1	1,787.50	1,787.50T
QDS-Boom MWB	Quick Disconnect System on boom arm and one attachment	1	2,502.50	2,502.50T
Rev Fan	Reversing Radiator Fan	1	900.25	900.25T
Back Up camera	Back-up Camera	1	750.75	750.75T
Front Lift	Front Lift Arms with Universal Attachment Mount and Hydraulic QDS	1	9,928.75	9,928.75T
SHIPPING & HANDL...	SHIPPING & HANDLING	1	2,550.00	2,550.00
GA Contract	GA State Contract 99999-001-SPD0000177-0030		0.00	0.00T
	Quote is good through 5/22/23			
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Total

\$229,110.75

## ROOF FOR HEALTH DEPARTMENT

### \* Roof It Forward

OUT OF WOODSTOCK BUT HAS SOME EMPLOYEES FROM B.R.

\$ 39,600

2 YR WARRANTY ON LABOR

50 YR LIMITED LIFETIME WARRANTY ON SHINGLES.

1 TO 2 WEEKS START TIME

Ø DOWN PAYMENT

SHOULD BE DONE IN 1 DAY AND WOULD LIKE TO WORK ON SATURDAY

### \* RAINMAN ROOFING

OUT OF ELLIJAY

\$39,775.00

2 YR WARRANTY ON LABOR

(SHINGLE WARRANTY, PRINTED & PROVIDED)

CAN START ASAP WEATHER PERMITTING

50% DOWN

SHOULD BE DONE IN 1 TO 2 DAYS

### \* SOUTHEAST ROOFING & CONTRACTING LLC

OUT OF ELLIJAY

\$39,900.00

10 YEAR LABOR WARRANTY

LIMITED LIFETIME ON SHINGLES

2 WEEKS START TIME

3 DAYS TOPS TO FINISH

50% DOWN



## ESTIMATE



### Prepared For

Fannin County Health Dept  
95 Ouida St  
Blue Ridge, Ga 30513  
(706) 455-8145

### ARAC Roof It Forward

296 Bell Park Dr  
Woodstock, Ga 30188  
Phone: (706) 633-9901  
Email: rjonesarac@gmail.com

Estimate # 1092  
Date 02/23/2023

Description	Rate
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Roof replacement - Architectural	\$39,600.00
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- Remove existing roof to the decking and legally dispose of all debris
- Replace any rotted or compromised decking as needed
- Install new Owens Corning synthetic Rhino underlayment over entire roof
- Install Ice and Water Shield around all penetrations.
- Install drip edge and gutter apron on entire perimeter of house.
- Install new Owens Corning Architectural Shingles according to manufacturer's specifications

#### (Shingle Color Choice)

- Install new plumbing pipe jack boots with rain collars over boots
- Re-flash all existing sidewalls with step flashing and counter flashing as needed
- Install new ridge vent system on entire roof and eliminate other forms of ventilation
- A rolling magnet will be used to clean up all nails and all construction debris will be placed into the dumpster trailer on truck
- Haul off and dump fees are included in the quoted price
- Both Worker's Compensation insurance and General Liability to be furnished by ARAC
- All work to be performed up to manufacturer standards in order to provide manufacturer warranty
- ARAC 2 year warranty on the workmanship. Owens Corning 50 year limited lifetime warranty on material

Subtotal	\$39,600.00
Total	\$39,600.00

**Warranty Claims.** You agree to immediately notify Us in writing if you have a warranty claim. You must allow Us access to the defective item during normal business hours so that We can inspect and repair or replace the defective item. All warranties are void if You do not pay Us in full for the work. Manufacturers' warranties are the sole responsibility of the manufacturer and may be subject to the manufacturer's terms and conditions.

**Delays.** We are not responsible for delays caused by (i) delays in payment by You; (ii) changes in the work; (iii) acts of God; (iv) labor disputes or shortages; (v) fire or other casualty; (vi) delays in material deliveries; (vii) adverse weather conditions; and (viii) other causes that We cannot control.

**Changes.** Any changes in the work shall be made by written change order signed by Us and You at or near the time that the change is completed. We are entitled to receive payment for the cost of any change in the Work, plus a reasonable amount for overhead and profit for any changes authorized or directed by You, even if You do not sign a written change order. If the change in the Work increases the Contract Price, the cost of the change in the Work shall be due and payable within seven (7) days after completion of the change.

**Supplemental Payments.** ARAC reserved the right to review its initial estimate and documentation provided by the insurance carrier or its agent and submit those revisions or requests for supplements to Your insurance carrier. You expressly agree that all proceeds from any submissions that are approved by the insurance company shall become part of this Contract and are payable to ARAC.

**Control Over Work.** We will direct and supervise the work forces, including subcontractors. You agree You will not interfere with, or issue instructions to, the work forces. You will not contract for any additional work with any contractor or subcontractor unless We consent to that contract. Any additional work must not interfere with the completion of the Work by Us.

**Concealed Conditions.** You will be responsible for the cost of any charges and changes caused by rotted wood, deteriorated sheathing or siding, existing code violations or damage to materials because of theft, vandalism, fire, wind, snow, rain or any other condition beyond our control. The amount of the Contract Price shall be increased and/or any estimated completion date shall be extended if We encounter conditions at the job site that are significantly different from the conditions indicated in the Plans or from the conditions that would normally be encountered.

**Financial and Other Information.** If We request it, You agree, before signing this Contract, and promptly from time to time after the Contract is signed, to give Us information showing that You agree to give Us written information about the title to the property on which the Work is located, your ownership interest in the Property, and the legal description of the Property. If there is a change in any of the written information given to Us, you agree to promptly notify Us or the changes. Homeowner acknowledges that they are responsible for their deductible payment.

**Costs of Collection, Forum Selection, and Interest.** You agree to pay any reasonable attorney's fees and costs incurred by Us if We hire an attorney to try to enforce any part of this Contract. If We are sued by You and we prevail in that lawsuit, You agree to pay the attorney's fees and costs.

that we paid to defend that lawsuit. You agree to submit to the exclusive jurisdiction of the State or Superior Court of Cobb County, Georgia with regards to any dispute arising out of or connected to this Agreement. If We file a mechanic's lien against the Property, You agree to pay the costs of preparing, serving, and filing the mechanic's lien, including reasonable attorney's fees. If any payment required by this Contract is not received by its due date. You agree to pay interest on the unpaid balance at the rate of 1 ½ percent per month.

Notices. Any notices required or allowed under this Contract shall be sent to the appropriate party at the address stated in this Contract or such other address as the party may notify the other of in writing. Notices shall be effective when received if personally delivered or when mailed if mailed by U.S. Mail, first class or certified mail, properly addressed and postage prepaid. Notices will also be sent via e-mail.

Miscellaneous. Either party may use its legal rights and remedies in any combination. If either party uses one or more of these rights and remedies, the party does not give up the right to use that right or remedy on future occasions. Any exhibits to this Contract are part of this Contract. Captions are provided for convenience and case or reference only and do not effect or change the terms of any of the provisions of this Contract. This Contract contains the entire agreement between You and Us.

The above prices, specifications and conditions. Payment will be made in full upon completion. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications above involving extra costs will be executed only upon written orders and will become a charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance. Proposal may be withdrawn, if not accepted within 30 days. Any and all balances carried past 60 days from the date of completion of shingle installation will incur interest at the rate of 18%. Any and all legal fees associated with trying to collect the money due will be added to the balance of the debt.

#### Acceptance of Proposal -

Upon signing, the above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as specified.

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Fannin County Health Dept

# CONTRACT ESTIMATE

RainMan Roofing and Restoration  
35 1st Avenue  
East Ellijay, GA 30540  
(706) 276-6754

Sales Representative  
Jason Newman  
(706) 669-5143  
jason.rainmanrestoration@gmail.com



Fannin County Health Department  
95 Ouida Street  
Blue Ridge, GA 30513

Estimate # 465  
Date 2/21/2023

Item	Description
Tear off and dispose	
Tear off composition shingles	Tear off old composition shingles.
Dumpster load	Dumpster will be provided on site for all waste.
Install new roof	
Install Timberline HDZ	This includes field shingle, ridge shingle, and starter shingle
Ridge Vent	Cobra Ridgid Vent
Synthetic Underlayment	GAF Feltbuster
Ice and Water Shield	Installed in valleys and roof penetrations
Drip edge	Installed to code
Decking	Total price includes 2 sheets of OSB decking. Any additional decking needed will be charged at \$55.00 per sheet.

Sub Total \$39,775.00  
Total \$39,775.00

## SPECIAL INSTRUCTIONS

### Terms & Conditions

This estimate is valid for 30 days from estimate date. This estimate includes two sheets of OSB decking or 24' of boards, unless otherwise specified above. Any additional decking used will be billed at \$55.00 per sheet/ 12' board. This estimate only includes tear off of one layer of shingles. If there is a second layer of shingles discovered during tear off, there will be an additional charge of \$30 per square due at roof completion. GAF System Plus Warranty provided after full roof replacement with GAF Timberline HDZ shingles. We accept cash, checks, and credit cards as forms of payment. Please note that we charge 3% for credit card transaction





## System Plus Limited Warranty



### The Legal Stuff

What Is Covered/Excluded: This System Plus Limited Warranty covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Asphalt Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, GAF Cobrio® Airic Ventilation Products, and GAF-labeled Ultimate Pipe Flashing® with EasySeal™ (manufactured by Lifetime Tool & Building Products LLC). In the unlikely event that they contain a manufacturing defect. Note: This limited warranty does not cover low-slope membranes, Master Flash® Ventilation Products, or GAF ThermoCal® Ventilated Flat Base Roof Insulation. Please go to [gaf.com](http://gaf.com) for a copy of the limited warranties covering these products.

### How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
LayerLock-labeled Shingles	Lifetime*	50 Years	18 Years	WindProtect™ Limited Wind Warranty***: No movement wind speed. For all other installations: With Special Installation****: 130/207 Without Special Installation****: 110/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year
Lifetime® Shingles	Lifetime*	50 Years	15 Years	With Special Installation****: 130/207 Without Special Installation****: 110/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year
Marquis WeatherMax®	30 Years	20 Years	5 Years	80/130	StainGuard®: 10 Years	StainGuard®: 1 Year
Royal Sovereign®	25 Years	20 Years	5 Years	60/96	StainGuard®: 10 Years	StainGuard®: 1 Year
GAF Ridge Cap Shingles		Manufacturing Defect Coverage	Wind Warranty Coverage		Algae Warranty Coverage	
		Limited Warranty Term	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
TimberTex®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingles installed in the field of the roof.		15 Years	With Special Installation****: 130/207 Without Special Installation****: 110/175	StainGuard®: 10 Years	StainGuard®: 1 Year
Ridgloss®, TimberCrest®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingles installed in the field of the roof.		15 Years	With Special Installation****: 130/207 Without Special Installation****: 110/175	No coverage.	No coverage.
Seal-A-Ridge®, Seal-A-Ridge® AS	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingles installed in the field of the roof.		5 Years	90/144	StainGuard®: 10 Years	StainGuard®: 1 Year
2" Ridge	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingles installed in the field of the roof.		5 Years	With Special Installation****: 90/144 Without Special Installation****: 70/112	No coverage.	No coverage.
Other GAF Accessories		Manufacturing Defect Coverage	Wind Warranty Coverage		Algae Warranty Coverage	
GAF Starter Strip Shingles GAF Leak Barrier Products GAF Roof Deck Protection Products GAF Cobrio® Airic Ventilation Products		Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingles installed in the field of the roof.	No coverage.		No coverage.	

\*Definition of Lifetime: The term "Lifetime" means as long as the original owner or the second owner (if no coverage was properly transferred within the first 20 years) owns the property where the shingles and/or accessories are installed. The Lifetime warranty term and 50 year non-prorated period are applicable only to shingles and accessories installed on a properly installed roof. For a complete list of covered products, see the GAF System Plus Limited Warranty document. \*\*Smart Choice® Protection Period: The Smart Choice® Protection Period is the period of time during which the warranty for manufacturing defects for the type of shingles installed in the field of the roof is in effect. The Smart Choice® Protection Period is the period of time during which the warranty for manufacturing defects for the type of shingles installed in the field of the roof is in effect. \*\*\*WindProtect™ Limited Wind Warranty: The WindProtect™ Limited Wind Warranty is the warranty for manufacturing defects for the type of shingles installed in the field of the roof. \*\*\*\*Special Installation: The Special Installation is the installation of the shingles and/or accessories on a roof that is not a standard installation. The Special Installation is the installation of the shingles and/or accessories on a roof that is not a standard installation.

Who Is Covered By This Limited Warranty: Transferability  
You are covered by this limited warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.  
This limited warranty may be transferred only once. The second owner must notify GAF in writing within one year after the property transfer for warranty coverage to be transferred. (Other than this one transfer, this warranty may not be transferred or assigned, directly or indirectly.) If the transfer takes place within the first 20 years after installation, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after the ownership changes. If there is a defect during this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement GAF Products, reduced by the amount of use that has been received from the GAF Products from the date of installation through the date of claim.

Note: If this warranty is initially registered by a GAF Authorized® Home Builder, the buyer of the home must notify GAF in writing within 60 days of taking title to the property for coverage to be transferred. The home buyer will then be considered to be the original owner under this warranty.

Manufacturing Defects: What Is Covered/Excluded and Exclusive Remedy  
GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term listed above. Note: Wind Warranty and Algae Warranty are covered separately below.

(1) During the Smart Choice® Protection Period: GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Product(s) (excluding non-GAF accessories, metal work, or painting) and will provide replacement GAF Products at the reasonable cost of obtaining replacement GAF Products, at GAF's option. The cost of labor to tear off some or all of your GAF Products is included if necessary to repair your roof. GAF will not pay costs to dispose of any roof products.

(2) After the Smart Choice® Protection Period: The repair or re-cover cost, replacement GAF Products, or reimbursement provided to you will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, GAF's contribution in years 51 and beyond is 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

continued on next page



## System Plus Limited Warranty



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### WindProven™ Limited Wind Warranty: What Is Covered/Sole And Exclusive Remedy

This limited warranty is specifically conditioned on your meeting all eligibility requirements, including installation of LayerLock-labeled shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, and a GAF Roof Deck Protection Product, plus your choice of either a GAF Leak Barrier Product or GAF Airtex Ventilation Product, and your LayerLock-labeled shingles being fastened and installed strictly in accordance with GAF's application instructions. For installations which do not meet these eligibility requirements, see Wind Warranty section below. The limited warranty applies only to your LayerLock-labeled shingles and does not apply to any GAF Accessory Products. GAF warrants to you that your LayerLock-labeled shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) other than they should have sealed but did not due to a manufacturing defect. If your LayerLock-labeled shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles and hand-sealing any unsealed shingles. Costs related to underlayment, metal work, and fastenings are not included. GAF's maximum liability under this paragraph is to reimburse you for the cost of hand-sealing all of the LayerLock-labeled shingles on your roof.

### Wind Warranty: What Is Covered/Sole And Exclusive Remedy

This limited warranty is specifically conditioned on your shingles or ridge cap shingles being fastened and installed strictly in accordance with GAF's application instructions. This limited warranty does not apply to starter strip shingles. GAF warrants to you that your GAF shingles or ridge cap shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed above after they should have sealed but did not due to a manufacturing defect. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles or ridge cap shingles and hand-sealing any unsealed shingles or ridge cap shingles. Costs related to metal work and fastenings are not included. GAF's maximum liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles or ridge cap shingles on your roof.

Note: All self-sealing shingles and ridge cap shingles, including GAF's, must be exposed to warm, sunny conditions for several days before they completely seal. Before sealing occurs, shingles and ridge cap shingles are vulnerable to blow-offs and wind damage. Shingles and ridge cap shingles installed in fall or winter may not seal until the following spring. Shingles or ridge cap shingles that are not exposed to direct sunlight or adequate surface temperatures or that are not fastened or installed properly may never seal. Failures to seal, blow-offs, and wind damage under these circumstances result from the nature of self-sealing shingles and ridge cap shingles, not a manufacturing defect, and are not covered under this limited warranty.

### Algae Warranty: What Is Covered/Sole And Exclusive Remedy

This limited warranty applies only to shingles and ridge cap shingles sold in packages bearing the StainGuard Plus™ or StainGuard® logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your StainGuard Plus™ or StainGuard®-labeled shingles or ridge cap shingles for the warranty term listed above. If your StainGuard Plus™-labeled shingles or your StainGuard®-labeled shingles or ridge cap shingles exhibit a pronounced discoloration caused by blue-green algae during the SmartChoice® Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or ridge cap shingles or, at GAF's sole option, replacing discolored shingles or ridge cap shingles. The maximum cost to GAF shall be the lesser of the original cost of the affected shingles or ridge cap shingles or the cost to clean the affected shingles or ridge cap shingles. During the remainder of the limited warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles or ridge cap shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.

Note: Preventing pronounced algae-related discoloration of your shingles or ridge cap shingles is achieved through formulations or through unique blends of granules.

### What Is Not Covered

Even if your GAF Products were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will NOT be liable for and this warranty does NOT apply to:

- (1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, such as:
  - (a) Improper fastening of your shingles or accessories or application not in strict accordance with GAF's printed application instructions. If the improper installation was the cause of the damage.
  - (b) Settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
  - (c) Inadequate ventilation.
- (2) Damage resulting from causes beyond normal wear and tear, such as:
  - (a) acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind speed listed above except there is no maximum wind speed restriction for shingles covered by the WindProven™ Limited Wind Warranty.
  - (b) Impact of hail or other foreign objects, including damage caused by objects blown onto the roof by wind.
  - (c) Improper storage or handling of the GAF Products.
- (3) Ice damming, except for leaks in the area of your roof covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier.
- (4) Shedding or variations in the color of your GAF Products or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles or ridge cap shingles were labeled with the StainGuard Plus™ or StainGuard® logo), or other contaminants, including that caused by organic materials on the roof.
- (5) Labor costs, except as specifically provided for above, disposal costs, and costs relating to underlayments (unless your claim involves a manufacturing defect in a GAF Underlayment), metalwork, and fastenings.
- (6) Damage to the interior or exterior of the building, including, but not limited to, mold growth.

### Other Limitations Concerning Coverage

Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those GAF Products actually exhibiting manufacturing defects or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors.

### Claims: What You Must Do

You must notify GAF about any claim within 30 days after you notice a problem. You may report a claim online at [gaf.com/contact](http://gaf.com/contact), by calling GAF at 1-800-458-1860, sending an email to [warrantyclaims@gaf.com](mailto:warrantyclaims@gaf.com), or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim or before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you MUST provide GAF with reasonable notice. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF. You should retain this document for your records in the unlikely event that you need to file a claim.

### Sole And Exclusive Warranty

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of GAF Products. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim or not. It is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TDCLWA").

The United Nations Convention on Contracts for the International Sale of Goods shall NOT apply either to the sale of the GAF Products or to this limited warranty.

### Modification Of Warranty

This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your GAF Products except as described in this limited warranty.

### Effectiveness

This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to you, and your roofing contractor has been paid in full.

### Important Notice:

THIS IS A SAMPLE SYSTEM PLUS LIMITED WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY WITHIN 45 DAYS OF INSTALLATION. IF YOU HAVE NOT RECEIVED YOUR WARRANTY FROM GAF WITHIN 60 DAYS, YOU SHOULD CALL GAF AT 1-888-532-5767, OPTION 5.

Visit [gaf.com](http://gaf.com)

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385693-0121

We protect what matters most™



# Southeast Roofing & Contracting LLC

709 First Avenue STE 400 East Ellijay, GA

Office: 706-276-2050

Website: www.thesoutheastroofing.com

Email: Southeastroofingoffice@gmail.com

## SHINGLE ESTIMATE

Homeowner: Timothy C. Lamm Phone: 706 433 2415 Date: 4/4/22  
Address: 95 Olivera St. Blue Water GA  
Email: \_\_\_\_\_

**Job Description:** Complete roof replacement includes all labor, material and debris removal. Roof includes a 10 YR labor warranty and a lifetime manufacturer's warranty. All roofs are installed to manufacturer's specifications

**Shingle Roof:** Make and Color \_\_\_\_\_ Removal: 1.5 Style: C Height: 1 Pitch: 1

Squares: 1000

Box Vent: 15

Decking: 15

Felt: 10

Turbine: 15

Trim Coil: 15

Starter: 1

Power Fan: 15

Sealant: 5

Ridge Shingle: 11

Pipe Jack: 1

Weather Watch: 11

Ridge Vent: 200

Split Boot: 15

Step Flashing: 15

Paint: 5

Cap Nails: 35

Coil Nails: 7

**Gutters:** Color: \_\_\_\_\_ Height: \_\_\_\_\_ Gutter Length: \_\_\_\_\_ Guards: \_\_\_\_\_  
Downspout Length: \_\_\_\_\_ Elbows: A \_\_\_\_\_ B \_\_\_\_\_ Notes: \_\_\_\_\_

**Additional Work:** Black Deck 20' x 10'

3-TAB: \$ \_\_\_\_\_ ARCHITECTURAL: \$ 159,900.00 SPECIALTY: \$ \_\_\_\_\_

GUTTERS: \$ \_\_\_\_\_ ADDITIONAL WORK: \$ \_\_\_\_\_ TOTAL COST: \$ \_\_\_\_\_

Payment Type: \_\_\_\_\_ Check #: \_\_\_\_\_

Deposit of 50%: \$ \_\_\_\_\_ Final Payment When Complete: \$ \_\_\_\_\_

HOMEOWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF FANNIN COUNTY DECLARING THE RESULTS  
OF AN ELECTION HELD ON MARCH 21, 2023  
AND  
CERTIFICATE OF ELECTION SUPERINTENDENT

WHEREAS, the Board of Commissioners of Fannin County (the "Board of Commissioners"), adopted a resolution on January 24, 2023, to reimpose, levy, and collect a special county one percent sales and use tax and to authorize the issuance of general obligation debt of Fannin County (the "County"), conditioned upon approval by a majority of the qualified voters residing within the County voting in a referendum thereon to be held on March 21, 2023; and

WHEREAS, a copy of said resolution was delivered to the Chairman of the Board of Registrations and Elections of Fannin County, as Election Superintendent for the County (the "Election Superintendent"), who issued a call for the election; and

WHEREAS, the Election Superintendent caused notice of said election to be published in the newspaper published in the County in which sheriff's advertisements for the County are published, notifying the qualified voters of the County that on March 21, 2023, an election would be held (the "Election"), said notice having been published for the time and in the manner and containing the specifications and information required by law; and

WHEREAS, the Election was held on March 21, 2023, in accordance with said resolution, call, and notice, and the several managers of the election brought in the returns from the Election as required by law and these officers calling the Election, in the presence of and together with the several managers, consolidated the returns and the results thereof; and

WHEREAS, the consolidated returns found the results of the Election to be as follows:

1% SPLOST ELECTION

1,597 YES	Shall a special one percent sales and use tax be imposed in the special district of Fannin County for a period of time not to exceed 6 Years and for the raising of an estimated amount of \$56,000,000.00 for the purpose of funding: (1) the following projects of Fannin County: (i) Maintenance, Repair and Construction of roads, streets, bridges and sidewalks & Public Works Equipment - 55%; (ii) Water Projects Countywide - 7%; (iii) Capital Outlay/ Parking - 9%; (iv) Recreation Equipment/Facilities - 6.9%; and (v) Public Safety Facilities / Public Service Equipment - 8.5%; (2) the following projects of the City of Blue Ridge: (i) Maintenance, Repair and Construction of Roads, Drainage & Sidewalks - 5.36%; (ii) Water & Sewer upgrades & Capital Outlay - 1.79%; and (iii) Recreation Facilities and Improvements - 0.35%; and (3) the following projects of the City of McCaysville: (i) Capital Outlay for Roads, Streets, Bridges and City Park, including, but not limited to construction, repair, maintenance, and equipment for the same, which purposes may include sidewalks and bicycle paths - 2.5%; (ii) Capital Outlay, water and sewer, utility equipment and facilities - 2.1%; and (iii) Public safety facilities and public service Equipment - 1.5%?
180 NO	



If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Fannin County, Georgia in the principal amount of \$49,000,000.00 for the purposes of funding all or a portion of any of the Projects.”

WHEREAS, a copy of the Election Summary Report and Consolidated Returns filed by the Election Superintendent with the office of the Secretary of State and the Commissioner of the Georgia Department of Revenue is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, a majority of the qualified voters of the County voting in the Election voted in favor of the question which gives approval for the reimposition of the special county one percent sales and use tax and the issuance of general obligation debt of the County in the principal amount not to exceed \$49,000,000.

NOW, THEREFORE, BE IT RESOLVED AND CERTIFIED AS FOLLOWS:

1. To the extent that the Board of Commissioners may be considered as one of the officers ordering the Election under the provisions of Official Code of Georgia Annotated § 38-82-2, or any other provisions of law which may be deemed applicable, the Board of Commissioners does hereby declare the results of the Election to be in favor of the question set forth above, which constitutes approval of the reimposition of the special county one percent sales and use tax and of the issuance of general obligation debt of the County in the principal amount not to exceed \$49,000,000.
2. The consolidated returns of the Election and this resolution shall be entered upon the minutes of this meeting of the Board of Commissioners.
3. The Election Superintendent has prepared copies of the consolidated returns and certified and filed the same as required by law. The Election Superintendent has complied with all other applicable provisions of the Georgia Election Code.
4. The issuance of general obligation debt having been duly approved, ratified and confirmed, statutory notice that effect shall be served upon the District Attorney of the Appalachian Judicial Circuit of Georgia, and such notice shall be executed on behalf of the Board of Education by its Chairman and that said District Attorney may, as provided by law, institute proceedings to have such general obligation debt validated.

RESOLUTION APPROVED AND ADOPTED, this April 11, 2023.

FANNIN COUNTY, GEORGIA

By: James V. Hensley Jr.  
Chairman  
Board of Commissioners

Exhibit A

ELECTION SUMMARY REPORT  
AND CONSOLIDATED RETURNS

[Attached.]



**CERTIFICATION OF RETURNS**  
**Special Election**  
**March 21, 2023**

COUNTY OF Fannin  
STATE OF GEORGIA

Upon certification:

We, the undersigned Board of Elections/Registrars, Superintendent/Supervisor of Elections and designees, do jointly and severally certify that the attached Election Results Summary is a true and correct count of the votes cast in this County for the candidates in the General Election.

Mary Ann Gomer  
\_\_\_\_\_  
\_\_\_\_\_

Kimberly Ann Bess  
Tom Allen  
Josh Allen

In TESTIMONY WHEREOF, we have hereunto set our hand, in ink, and official seal this 24 day of March, 2023.

Attest:  
Lorica Smith  
Superintendent/Supervisor of Elections

**ATTACH EMS ELECTION SUMMARY/STATEMENT OF VOTES CAST**

- Attach copies to this consolidated certification and summary report and provide as follows:**
1. Original: Secretary of State
  2. Copy: Posted at the Elections Office
  3. Copy: File in the permanent record in the Superintendent's Office
  4. Copy: Clerk of Superior Court (Sealed) Pursuant to O.C.G.A § 21-2-500
- Pursuant to O.C.G.A § 21-2-497

*The formatting of this document may not be altered in any way*

### COUNTY CLERK'S CERTIFICATE

The undersigned County Clerk of Fannin County (the "County"), keeper of the records and seal thereof for the Board of Commissioners of Fannin County, hereby certifies that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of the Board of Commissioners in meeting assembled on April 11, 2023, the original of which resolution has been entered in the official records of the County under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

*Sherrie M. Walker*  
County Clerk

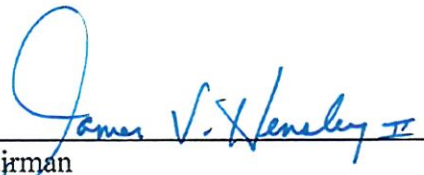




CERTIFICATE OF ELECTION SUPERINTENDENT

The undersigned Chairman of the Board of Registrations and Elections of Fannin County, as Election Superintendent for Fannin County, hereby certifies that a duplicate of the foregoing resolution has been entered in the official records of my office and that the returns described therein and the result of the election as described therein are true and correct.

~~This~~ 4-11, 2023.

  
Chairman

