

Mayor
Rhonda Haight

City Council
William Whaley, Mayor Pro
Tempore
Jack Taylor
Christy Kay
Bill Bivins
Angie Arp



City Clerk
Amy Mintz

City Attorney
Chuck Conerly

City of Blue Ridge
City Council Meeting Agenda

April 16, 2024

6:00 p.m.

Blue Ridge City Hall
480 West First Street
Blue Ridge, Ga 30513

- 1. Call Meeting to Order**
- 2. Prayer and Pledge of Allegiance**
- 3. Approval of Minutes from Previous Meeting**
 - a. March 19, 2024 – Council Meeting
- 4. Approval of Agenda or Motion to Amend Agenda (if applicable)**
- 5. Public Hearings**
 - a. VARIANCE REQUEST FOR BEVERLY J. SEARLES FOUNDATION **BR2024-12**
- 6. Consent Agenda**
 - a. MOTION TO AP-PROVE THE GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY PROPOSAL INVOICE FOR \$169,744 WITH THE COVERAGE PERIOD OF MAY 1, 2024 THROUGH MAY 1, 2025.
- 7. Action Agenda Items (Items Requiring the Approval of the City Council)**
 - a. HIRING OF PLANNING/ZONING MANAGER FOR CITY OF BLUE RIDGE – TRIPP RITCHIE
 - b. RED LIGHT REPLACEMENT AT EAST 1ST STREET AND CHURCH STREET

Our Mission Statement

Our mission is to enrich the quality of life in Blue Ridge for all our citizens. We pledge to work in partnership with our residents, all stake holders and the Fannin County government to protect, preserve and secure the quaintness of our small-town community and to enhance the natural beauty of our environment.

- c. AN ORDINANCE TO AMEND CHAPTER 22 ("TRAFFIC CODE") OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA TO ADD A NEW ARTICLE IV ("OFF-HIGHWAY VEHICLES"); TO ALLOW FOR CERTAIN "OFF-HIGHWAY VEHICLES" TO BE DRIVEN ON CITY STREETS; TO PROVIDE FOR THE REGULATION OF SAME; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. **BR2024-09 SECOND READING**
- d. A MOTION TO APPROVE THE RESOLUTION RELATIVE TO PROJECT N/A, FANNIN COUNTY, P.I. NO. 0017039 TO WIDEN STATE ROUTE 5 FROM SOUTH OF PINEVIEW LANE TO SOUTH OF WASH WILSON ROAD IN FANNIN COUNTY. **BR2024-11**
- e. PRESENTATION OF VETO BY CITY CLERK

8. Discussion Agenda Items

9. Reports

10. Public Comment

Do not misconstrue this as a question-and-answer session with the Mayor/Council. Limit 3 minutes per person. Please state name and address before comments. All comments should be addressed to the Mayor.

- a. Mike Panter

11. Executive Session (If Needed)

12. Adjournment

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City of Blue Ridge City Council Meeting

Minutes

March 19, 2024

6:00 p.m.

Blue Ridge City Hall

480 West First Street

Blue Ridge, Ga 30513

1. Call Meeting to Order

Mayor Rhonda Haight called the meeting to order at 6:00 PM. Present were Mayor Rhonda Haight, Council Members William Whaley, Angie Arp, Jack Taylor, Christy Kay (VIA Phone Call), Bill Bivins, City Attorney Chuck Conerly and City Clerk Amy Mintz.

2. Prayer and Pledge of Allegiance

Led by Council Member Whaley.

Christy Kay dropped phone call at 6:04 PM.

3. Approval of Minutes from Previous Meeting

a. February 20, 2024 – Council Meeting

A motion to approve with the correction of spelling on Page 4 was offered by Council Member Whaley, seconded by Council Member Taylor. Passed unanimously.

Christy Kay joined meeting by Phone Call at 6:05 PM.

b. February 28, 2024 – Special Called

A motion to approve was offered by Council Member Whaley, seconded by Council Member Arp. Passed unanimously.

4. Approval of Agenda or Motion to Amend Agenda (if applicable)

A motion to approve the agenda was offered by Council Member Arp, seconded by Council Member Taylor, passed unanimously.

5. Public Hearings

City Attorney explained the following:

- a. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA GRANTING A VARIANCE FROM SECTION 140-213 ("C-2 AREA, YARD AND HEIGHT RESTRICTIONS") OF THE CODE OF THE CITY OF BLUE RIDGE ("CODE") TO PERMIT A 14.8 FEET FRONT SETBACK WHERE A TWENTY-FIVE FEET FRONT SETBACK WOULD OTHERWISE BE REQUIRED BY THE CODE FOR THE PROPERTY LOCATED AT 341 E. MAIN STREET AND IDENTIFIED AS TAX PARCEL BR01-024. **BR2024-10**

Joe Bugg spoke in favor of the variance.

Christy Kay dropped phone call at 6:07 PM.

A motion to approve was offered by Council Member Whaley, seconded by Council Member Bivins, passed unanimously. Adopted as BR2024-10.

6. Consent Agenda

A motion to approve the consent agenda was offered by Council Member Whaley, seconded by Council Member Taylor. Passed unanimously.

- a. MOTION TO APPROVE THE PROJECT FOR THE WET WELL OF THE SEWER LIFT STATION IN THE AREA OF CVS FOR THE AMOUNT OF \$49,324.00.

7. Action Agenda Items (Items Requiring the Approval of the City Council)

- a. MOTION TO APPROVE THE UPDATED 2024 CITY OF BLUE RIDGE COMPREHENSIVE PAY PLAN.

A motion to approve was offered by Council Member Whaley, seconded by Council Member Taylor. Passed unanimously.

b. DISCUSSION AND POSSIBLE MOTION REGARDING INVESTIGATION.

A motion to resend the action taken by the Council at the February 20, 2024 meeting, to retain an independent investigator, to investigate allegations made against a City Council Member for violating the City Charter, and that we authorize no further investigation on this matter, was offered by Council Member Taylor, seconded by Council Member Arp. Motion passed with Council Member Whaley voting no.

City Attorney explained the following:

c. AN ORDINANCE OF THE CITY OF BLUE RIDGE, GEORGIA, ESTABLISHING GENERAL PURCHASING REGULATIONS PURSUANT TO CITY CHARTER SECTION 6.31 ("PURCHASING"); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. **BR2024-08**

A motion to add the Mayor to the red line version with a \$10,000 limit was offered by Council Member Whaley. No second, motion dies.

A motion to adopt the red line version of BR2024-08 was offered by Council Member Arp, seconded by Council Member Taylor. Motion passes with Council Member Whaley voting no. Adopted as BR2024-08.

City Attorney explained the following:

d. AN ORDINANCE TO AMEND CHAPTER 22 ("TRAFFIC CODE") OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA TO ADD A NEW ARTICLE IV ("OFF-HIGHWAY VEHICLES"); TO ALLOW FOR CERTAIN "OFF-HIGHWAY VEHICLES" TO BE DRIVEN ON CITY STREETS; TO PROVIDE FOR THE REGULATION OF SAME; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. **FIRST READING BR2024-09**

Chief Rob Stuart answered questions for the Council.

Street Supervisor Denny Cook explained the following:

- e. DISCUSSION AND POSSIBLE MOTION FOR THE SIDEWALK AND STREET AND INFRASTRUCTURE IMPROVEMENTS.

A motion to approve Phase I was offered by Council Member Arp, seconded by Council Member Taylor. Passed unanimously. Phase I attached.

8. Discussion Agenda Items

None.

9. Reports

Mayor provided a report on the Stormwater project starting on April 28th.

10. Public Comment

Do not misconstrue this as a question-and-answer session with the Mayor/Council. Limit 3 minutes per person. Please state name and address before comments. All comments should be addressed to the Mayor.

- a. Kim Deutsch
- b. Sally Pfeiffer
- c. Cindy Gilbert
- d. Dale Greene
- e. Brian Avery
- f. Donna Thompson
- g. Heny Fehrmann
- h. Josh Snider

11. Executive Session (If Needed)

A motion to enter into executive session was offered by Council Member Taylor, seconded by Council Member Bivins. Passed unanimously. Executive opened at 7:16 PM.

A motion to adjourn executive session was offered by Council Member Taylor, seconded by Council Member Bivins. Passed unanimously. Executive adjourned at 8:39 PM.

A motion to add assistant clerk to Jennifer McDaris job duties and add project coordinator to Denny Cooks job

duties was offered by Council Member Taylor, seconded by Council Member Bivins. Passes unanimously.

12. Adjournment

Mayor Haight adjourned the meeting at 8:40 PM.

STREET PAVING/STRIPING RECCOMENDATION LIST FOR 2024

1. East First St from Industrial Blvd to Mountain st to be milled, paved.
2. Ada st from Mountain st to City limits – looking at overlay, but may need milled and repaved in areas
3. East 2nd – entire st milled and paved – repair sidewalks where needed
4. Sierra Ln – entire rd overlay
5. Old 76 from 4 way stop at pizza hut to city limits -restripe with some possible patch and shoulder repairs

PUBLIC NOTICE



**CITY OF BLUE RIDGE
NOTICE OF PROPOSED VARIANCE REQUEST**

Notice is hereby given that the City Council of the City of Blue Ridge will hold a Public Hearing on April 16, 2024 to hear the following variance request:

Applicant: Searles Foundation Affordable Housing Land Fund LLC (BJS)

Address: The subject property is located at Boardtown Road (tax parcel #BR03 033 and BR03 034)

Request: Height code requires in R3 Zoning 30 feet. Applicant is requesting 45 feet.

Minimum Unit Size-Code requires 1,000 sf. Applicant is requesting efficiency units at 450 sf, one bedrooms at 650 sf, and two bedroom units at 850 sf.

The Hearing will be held at 6:00 pm, at Blue Ridge City Hall, 480 West First Street, Blue Ridge, Georgia 30513. All interested parties are invited to attend.

Any opponent to the request shall file a written disclosure statement concerning political contributions made to any member of the Council or Mayor of the City of Blue Ridge. This disclosure shall be filed with the City Clerk a minimum of (5) days prior to the hearing.

Any questions should be directed to the City of Blue Ridge Planning & Zoning Department, 706-632-2091.

Amy Mintz
City Clerk

List type of variance requested and why: A minimum unit size
variance is requested. Please see the attached
letter as a supplement to this application,
which provides additional details relevant to
the request.

(Attach additional pages if necessary)

Coleman | Talley

4 Limited Liability Partnerships

colemantalley.com

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Atlanta, GA 30326
Phone (770) 698-9556
Fax (770) 698-9729

1 Independent Drive
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Jacksonville, FL 32202
Phone (904) 456-8949

109 South Ashley St.
Valdosta, GA 31601
Phone (229) 242-7562
Fax (229) 333-0885

Emily Macheski-Preston

Direct (770) 698-9556
emily.macheski-preston@colemantalley.com

November 14, 2023

Mayor Rhonda Haight
Councilwoman Angie Arp
Councilman Bill Bivins
Councilwoman Christy Kay
Councilman Jack Taylor
Councilman William Whaley

CC: Charles Connerly, City Attorney

RE: Letter of Intent for Minimum Unit Size Variance and Height Variance and
Request for Inclusion into the Record
My Client: Beverly J. Searles Foundation

Dear Mayor and Members of the City Council:

On behalf of my client, the Beverly J. Searles Foundation (“BJS”), please allow this letter to serve as the letter of intent and request for inclusion into the record for a minimum unit size variance and height variance for tax parcel ID number BR03033 referred to herein as the “Property.” Please allow this letter to accompany and supplement my client’s variance application.

The City recently changed the maximum height requirement to 30 feet.¹ While I remain unsure as to whether the City properly enacted this ordinance, my client seeks a variance as to the minimum unit size and as to the height of the building to develop the Property in accordance with the Fair Housing Act.

Accordingly, my client seeks a minimum unit size variance for the Property equal to the Georgia Department of Community Affairs’ (“DCA”) minimum unit size requirements. Specifically, DCA mandates each efficiency unit shall have a minimum square footage of 450 square feet, each one-bedroom unit shall have a minimum square footage of 650 square feet, each two-bedroom unit shall have a minimum square footage of 850 square feet, and each three-bedroom unit shall have a minimum square footage of 1,100 square feet per unit. Additionally, my client seeks a height variance permitting the building to stand 40 feet high.

These variance requests are appropriate and needed to afford minorities, working class citizens, and seniors with the same housing opportunities in the City of Blue Ridge as their counterparts and to comply with the federal mandates of the

¹ It is our position that the City did not properly enact this ordinance change and that this ordinance change does not apply to multi-family dwellings.

Fair Housing Act. Without the variances as requested, the value of the Property is significantly decreased, and the Property is no longer feasible for its intended purpose.

Courts throughout the country have historically found minimum square footage limitations to be discriminatory and/or unconstitutional. For example, in *Builders Service Corp., Inc. v. Planning & Zoning Commission of Town of East Hampton*, 545 A.2d 530 (1988), the Supreme Court held a zoning regulation requiring a minimum square footage of 1300 square feet was invalid. In *Lewis v. Draper City*, 2010 WL 3791404 (2010), the U.S. District Court held Defendant Draper City violated the Fair Housing Act when it refused to approve a variance to build a 14,000 square foot group home, intended to house disabled persons. Another U.S. District Court in Austin, Texas, held that minimum square footage requirements violate the Fair Housing Act as such requirements create a disproportionate impact on minorities. *See N.A.A.C.P. v. City of Kyle, Tex.*, 2008 WL 7889658 (2008); *see also U.S. v. City of Chicago Heights*, 161 F.Supp.2d 819 (2001). As evidenced by the cases above, minimum unit sizes and minimum square footage requirements have been heavily litigated and have been found to be in contradiction to the Fair Housing Act.

By way of this letter, I hope to afford the City of Blue Ridge the opportunity to do the right thing by granting the requested variances. In addition, I am contacting you on behalf of the minorities, working-class citizens, and seniors who deserve the right to live in affordable, desirable areas of the City of Blue Ridge. Local citizens should not be shunned away to less desirable areas simply because the proposed development is opposed by neighbors or not "luxurious." At times, zoning policies have unintended consequences. Although the City indicates it wishes to "promote an adequate range of safe, affordable, and resource-efficient housing" in its Comprehensive Plan, it appears the actions and statements of City officials indicate otherwise. For example, despite the Planning Commission's recommendation on February 16, 2023, to *increase* the height in R-3 from 35 feet to 45 feet, the City Council arbitrarily disregarded the Planning Commission's recommendation and *lowered* the maximum height for multiple units from 35 feet to 30 feet.

My client intends to cooperate with the City of Blue Ridge and remains hopeful the variance requested is approved. However, I would be remiss if I did not bring certain legal concerns to your attention. It appears certain councilmember's conduct and correspondence reflects a general disdain for the Property in and/or near the City of Blue Ridge, which has potentially subjected the City to significant liability. As such, please allow me to preserve my client's rights by raising the following constitutional and legal concerns regarding a refusal to grant the requested variance. In addition, I want to ensure you have been put on notice as required by Georgia law. I am respectfully requesting this letter, and all of its attachments, be placed as a certified copy into the record of this variance application.

My client and I look forward to an open dialogue with the City throughout this process and we remain available to address any questions or concerns you may have about the Property. I would urge you to act in the best interests of all citizens by permitting the requested variances to move forward. Out of an abundance of caution, I have listed the notices below to avoid waiving my client's rights.

November 14, 2023

Page 3 of 10

Again, we thank the City for their time and consideration of these requested variances.

Sincerely,

/s/ Emily E. Macheski-Preston

Emily E. Macheski-Preston

I. NOTICE OF CONSTITUTIONAL CHALLENGES.

The Zoning Ordinance, official zoning map, and a denial of this variance application are unconstitutional, facially and as applied, in that they would destroy property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. Any zoning decision or ordinance which prevents the proposed project from being built is unconstitutional, ultra vires, null and void, constituting a taking of the property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying our client an economically viable use of the land while not substantially advancing legitimate state interests. Furthermore, the City of Blue Ridge's ordinances are unconstitutional (facially and as applied) to the extent they afford unbridled discretion, are unconstitutionally vague, and are indefinite allowing arbitrary and discriminatory enforcement and violations of the First Amendment. Finally, the City of Blue Ridge's ordinances and zoning map are unconstitutional, null, and invalid, to the extent their adoption or the zoning decision on this rezoning violates the minimum due process procedures in O.C.G.A. § 36-66-1, et seq. and the State and Federal Constitution.

Any action to prevent this multi-family development would constitute an arbitrary and capricious act without any rational basis and without substantial justification, therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment of the Constitution. A refusal to apply clear criteria or applying additional criteria not contained in the Zoning Ordinance in denying this application would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Beverly J. Searles Foundation, the owner of the property, and the prospective tenants and other similarly situated property owners or tenants. Any action to enforce the invalid ordinance, map, or unconstitutional ordinance or zoning decision is ultra vires and void.

II. A DENIAL OF THE REZONING WOULD BE ARBITRARY AND CAPRICIOUS AND IN VIOLATION OF THE STATE AND FEDERAL CONSTITUTION.

Zoning ordinances are in derogation of common law and must be strictly construed in favor of the property owner and for the free use of property. *Fayette County v. Seagraves*, 245 Ga. 196, 197-198 (1980); *Accord Bo Fancy Prods., Inc. v. Rabun County Bd. of Comm'rs*, 267 Ga. 341, 342 (1996); *Banks County v. Chambers of Ga., Inc.*, 264 Ga. 421, 424 (1994); *Board of Comm'rs v. Welch*, 253 Ga. 682, 683 (1985); *City of Cordele v. Hill*, 250 Ga. 628, 628 (1983). When the "property owner's right to the unfettered use of his property" is interfered with by local governments, the due process clause acts as a check against the arbitrary and capricious use of that police power. *Diversified Holdings, LLP v. City of Suwanee*, 302 Ga. 597, 611 (2017). A

zoning classification is only justified when it bears a substantial relation to the public health, safety, morality, or general welfare. Lacking that kind of justification, the zoning is arbitrary and capricious and not valid. In exercising its zoning power, a local government is required to follow all statutory procedures and only apply clear criteria. O.C.G.A. § 36-66-5 (“each local government shall adopt standards governing the exercise of the zoning power”). The standards cannot be vague and must balance the public welfare with the constitutional right of the property owner to unrestricted use of property. *Id.* A local government cannot have unbridled discretion and cannot apply the criteria arbitrarily or in a discriminatory manner.

The City of Blue Ridge must balance the criteria and construe the criteria to the benefit of applicant and the free use of the property. As discussed in the application, this letter, and the public hearing on the application, the Beverly J. Searles Foundation meets the criteria for the variance requested. Giving the benefit to the applicant, the Beverly J. Searles Foundation is entitled to a variance and any denial would be arbitrary, unconstitutional, void, and ultra vires.

A. A Denial of the Rezoning Would Be Arbitrary Because it Contradicts The City of Blue Ridge’s Own Comprehensive Plan and is Contrary to Staff’s Recommendations.

Fannin County’s comprehensive plan, as adopted by the City of Blue Ridge, indicates the need for this development. These potential residents are being underserved. Low-income residents, first time homebuyers, veterans, minorities, working-class citizens, and other individuals do not have the same housing opportunities as their wealthier counterparts, which results in a disparate impact of mostly segregated neighborhoods.

A denial of the variance in this instance would be arbitrary, because the comprehensive plan recommends this site for future residential development. Although a local government has the power to zone, a local government does not have unfettered rights to enact regulations. According to O.C.G.A. § 36-70-3, a municipality is authorized “to develop, establish, and implement land use regulations **which are consistent** with the comprehensive plan.” In the present case, a denial of the variance is inconsistent with the comprehensive plan in violation of O.C.G.A. § 36-7-3 and would be grounds for reversing the City’s decisions.

B. Generalized Fears of “Traffic” Are Not Sufficient to Deny the Variance.

Traffic is not one of the criteria the City of Blue Ridge is permitted to consider under the ordinance in a rezoning or variance. Furthermore, any criteria based on “inconvenience” is unconstitutional. For example, in *Lindsey Creek Area Civic Ass’n v. Consolidated Gov’t*, 249 Ga. 488 (1982), the Supreme Court of Georgia explained:

The mere increase in traffic congestion adjacent to one’s property as the result of improvements erected on nearby property and the **attendant inconvenience** resulting therefrom which are damages suffered alike by all property owners similarly situated, does not give to one individual [a right to appeal a variance]. **Such an inconvenience is a condition incident to urban living.** It is merely the result of normal, urban growth and development. **To hold that such an**

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inconvenience would give to any resident or property holder of an urban area the right to override the decisions of boards of zoning appeals any time such property owner or resident disagreed with such decision **would be a dangerous precedent to establish. It would result in materially slowing, if not completely stopping, the inevitable and necessary growth of large modern cities.**

See also Rea v. Cordele, 255 Ga. 392, 394 (1986): “The record indicated that the reason the rezoning was denied was the generalized fear of the area residents that they would suffer a decline in the value of the property and an increase in traffic and crime... thus, the denial of the appellant’s application must be reversed.”

Here, a denial of a variance for this use based on “traffic” would be nonsensical and completely arbitrary.

Although the neighbors may prefer that this property remain vacant, the owner has a right to develop the site. An attempt to use zoning to keep a property vacant or force the owner to make it “passive space” like a park, results in using zoning regulations unconstitutionally. Therefore, any denial based on “traffic” is not supported by the evidence and would be grounds for reversal.

C. Generalized Concerns of Storm Water Are Not a Valid Reason to Deny the Rezoning.

The Beverly J. Searles Foundation has retained an engineer, who is an expert in land development. **The proposed site plan is attached.**

The subject site was designed for high density residential use which is reflective in the current design site of the subject site and surrounding parcels which accommodates the current uses. There is no evidence that storm water will be an issue at this site or cause additional run off to the neighbors.

D. There is no evidence that the project will decrease the property values of the surrounding property.

In fact, there are numerous studies which hold that multi-family development actually *increases* the property value of adjacent neighborhoods. Therefore, any denial based on a fear of a decrease in property values would be arbitrary and subject to reversal.

III. A DENIAL OF THE VARIANCE WOULD VIOLATE THE EQUAL PROTECTION CLAUSE OF THE STATE AND FEDERAL CONSTITUTION.

The denial of the variance application violates the equal protection clause contained in Article I, Section I, Paragraph II of the Constitution of the State of Georgia, and the Equal Protection clauses of the Fifth and Fourteenth Amendments to the United States Constitution.

The equal protection clauses contained in both the State and Federal Constitutions establish that government officials must treat similarly situated individuals in a similar manner. U.S. Const., amend. XIV; Ga. Const. of 1983, Art. I, § I, ¶ II. To satisfy this requirement local zoning laws must be facially reasonable and non-discriminatory and must be applied in a non-discriminatory manner. *Shoemake v. Woodland Equities, Inc.*, 252 Ga. 389, 392, 313 S.E.2d 689, 691 (1984). In *Shoemake v. Woodland Equities, Inc.*, 252 Ga. 389, 313 S.E.2d 689 (1984) the Georgia Supreme Court held that hasty adoption of environmental review requirements and amendment of permitted uses, in combination with a flat denial of the landowner's permit application made a case for facial discriminatory enactment of the zoning ordinance.

There are currently existing multi-family developments within the City of Blue Ridge. There is no rational reason to treat this development differently than the existing developments. Furthermore, there is no rational or legal reason to treat this proposal differently from other such proposals.

IV. THE DENIAL OF THIS VARIANCE APPLICATION VIOLATES THE FAIR HOUSING ACT.

Denial of the variance would violate the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601, *et seq.* and the regulations promulgated thereunder, 24 C.F.R. § 100.1, *et seq.*, (the "Fair Housing Act") because it (i) was either motivated by an intent to discriminate and/or (ii) will actually or predictably result in a disparate impact on a group of persons and/or create, increase, reinforce, and/or perpetuate segregated housing patterns because of race, age, color, religion, sex, handicap, familial status, or national origin.

According to the Fair Housing Act, a "dwelling" includes "any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof". Therefore, decisions related to the development or use of such land may not be based upon the race, sex, religion, national origin, color, disability, or familial status of the residents or potential residents who may live in the dwelling. Decisions based on the low-income nature of a tenant results in a disparate impact on minorities. Similarly, a municipality may not make zoning or land use decisions based on community's or neighbors' complaints that a dwelling would be occupied by members of these classes. Zoning ordinances may not contain provisions that treat uses such as multifamily or affordable housing differently than other similar uses (*i.e.*, single family).

Further, discrimination in zoning and land use may occur when a facially neutral ordinance has a disparate impact, or causes disproportional harm, to a protected group. Land use policies such as density or design requirements that make residential development prohibitively expensive or restrictions on multifamily housing are considered discriminatory if the policies will have a disproportionate impact on minorities, families with or without children, or people with disabilities.

In 2015, the United States Supreme Court reiterated zoning ordinances violate the Fair Housing Act when the ordinance prevents lower income residents from living near affluent, white neighborhoods. *See Tex. Dep't of Hous. Cmty. Affairs v. Inclusive Cmty. Project, Inc.*, 135 S. Ct. 2507, 2522 (2015)(citing *Huntington v. Huntington Branch, NAACP*, 488 U.S. 15, 16 (1988)(invalidating zoning law preventing the construction of multifamily rental units). This has long been the law in Georgia. For example, in 2003, the City of Pooler faced an investigation and lawsuit from the United States Department of Justice after it denied a low-income tax credit property based on fears of traffic. The DOJ investigated, and ultimately found the fears were really based on the nature of the tenants themselves. This case was ultimately settled in favor of the developer.

The denial of the variance violates the Fair Housing Act because it (i) was either motivated by an intent to discriminate and/or (ii) will actually or predictably result in a disparate impact on a group of persons and/or create, increase, reinforce, and/or perpetuate segregated housing patterns because of race, age, color, religion, sex, handicap, familial status, or national origin. On behalf of the Beverly J. Searles Foundation, the owner of the property, and the prospective tenants of this complex, we strongly caution you that a denial would expose the City of Blue Ridge to liability under the Fair Housing Act and that the Beverly J. Searles Foundation intends to defend of its rights and the rights of its prospective tenants. Discrimination under the Fair Housing Act applies even for unintentional discrimination. Although it may have been unintentional, the City of Blue Ridge's denial of this application results in a disparate impact and violates the Fair Housing Act.

V. THE ENACTMENT OF THE ZONING ORDINANCE, THE ADOPTING OF THE ZONING MAP, AND A DENIAL OF THIS VARIANCE ALL VIOLATE THE PROCEDURAL DUE PROCESS CLAUSE OF THE GEORGIA AND UNITED STATES CONSTITUTION AND THE ZONING PROCEDURES LAW.

In enacting local zoning ordinance and making zoning decisions, a local government is required to afford procedural due process in accordance with Article I, Section I, Paragraph I of the Constitution of the State of Georgia and the due process clause of the Fifth and Fourteenth Amendments to the United States Constitution. The minimum due process requirements are statutorily enacted in the Zoning Procedures Law ("ZPL"), codified at O.C.G.A. § 36-66-1 et. al. When the relevant governing body fails to comply with the minimum provisions provided in the ZPL prior to taking zoning action, the zoning action is invalidated. *McClure v. Davidson*, 258 Ga. 706, 710, 373 S.E.2d 617, 621 (1988). To the extent the City of Blue Ridge has failed to comply with the minimum procedures of the ZPL in enacting the Zoning Ordinance, in adopting the zoning map, and/or in the denial of this variance application, the actions are invalid, ultra vires, and in violation of the procedural due process clause of the constitution.

To the extent the City of Blue Rdige considers evidence outside of the criteria in the Zoning Ordinance, the City has violated the due process clause of the state and federal constitution. Furthermore, the City is bound by evidence presented during the Planning Commission hearing and should not consider evidence not submitted and not made part of the

official record. To the extent the applicant and proponents are not given additional equal time and/or were not afforded notice, the decision violates the ZPL and the procedural due process clause.

VI. THE CITY OF BLUE RIDGE HAS VIOLATED THE CAMPAIGN DISCLOSURE LAW.

According to O.C.G.A. 36-37A, all proponents and opponents of a zoning decision are required to disclose contribution requests prior to speaking on the public hearing. If the City of Blue Ridge does not require citizen opponents to file campaign disclosure forms, the City of Blue Ridge has violated this statute. To the extent the denial of this rezoning is based on opponents who have failed to complete a campaign disclosure form, the decision is invalid and ultra vires.

VII. THE NEIGHBORING PROPERTY OWNERS DO NOT HAVE STANDING TO FILE ANY APPEAL AND THE CITY OF BLUE RIDGE IS NOT ENTITLED TO DENY A REZONING BASED ON GENERALIZED FEARS.

The Georgia Supreme Court applies the substantial interest-aggrieved citizen test to determine whether a neighboring property owner has standing to challenge a zoning matter. Increased traffic, flooding potential, general claims of home value diminution, a change in the character of the community, and crime threats are insufficient to meet the substantial interest-aggrieved citizen test. *City of Marietta v. Traton Corp.*, 253 Ga. 64, 66, 316 S.E.2d 461 (1984); *Lindsey Creek Area Civic Assoc. v. Consolidated Government of Columbus*, 249 Ga. 488, 489, 292 S.E.2d 61 (1982); *Victoria Corp. v. Atlanta Merchandise Mart, Inc.*, 101 Ga. App. 163, 112 S.E.2d 793 (1960). The opponents to the varinace do not meet the substantial interest-aggrieved citizen test and therefore do not have standing to contest the varinace and/or file any subsequent appeal. Any denial based on these generalized fears would be unconstitutional and ultra vires.

Request for Inclusion in the Record

I respectfully request that the Clerk make this a part of the official record of the public hearing. In addition to this letter, we respectfully request that the Clerk include the following in the public hearing record: 1) a certified copy of the ordinance adopting the zoning ordinance of the City of Blue Ridge, with any attachments, 2) a certified copy of any rules or procedures governing the public hearing and/or meeting in front of the Planning Commission and Commissioners regarding the rezoning process, 3) a certified copy of the zoning map for this tax parcel, 4) a certified copy of the ordinance adopting the zoning map, including all attachments, 5) a certified copy of the minutes of the meeting adopting the zoning ordinance and/or the zoning map, with all attachments, 6) a certified copy of any advertisements relating to this rezoning, the adoption of the zoning ordinance, or the adoption of the zoning map, 7) any videos, recordings, documentation, or reports from the Planning Commission public meeting conducted concerning this Property, 8) any videos, recordings, documentation, or reports from the meeting in front of the Commission regarding the vote on this rezoning, and 9) a certified copy of the Comprehensive Plan.

November 14, 2023
Page 10 of 10

A handwritten signature in blue ink, consisting of a large, stylized 'E' followed by a large 'M' and a 'P'.

Emily Macheski-Preston

EMP/

ARTICLE 5 -- MANAGEMENT

5.1 General. The management of the Company shall be vested in the Manager, Philip E. Searles. Subject to the limitations and restrictions set forth in this Agreement, including without limitations those set forth in this Article 5, the Manager shall act on behalf of the Company in all matters affecting the day-to-day management and supervision of the Company and its business affairs and shall have all rights and powers generally conferred by law or otherwise necessary, advisable or consistent therewith. In addition to any other rights and powers, the Manager may exercise the following specific rights and powers:

- (b) To take any and all reasonable and/or necessary actions to enable the Company to engage in purposes set forth in Section 1.3 of this Agreement;
- (c) To ask for, collect and receive any rents, issues and profits or income from the property of the Company, or any part or parts thereof, and/or any services provided by the Company and to disburse Company funds for Company purposes to those persons entitled to receive same;
- (d) To purchase from or through others, contracts of liability, casualty or other insurance for the protection of the properties or affairs of the Company or the Member, or for any purpose convenient or beneficial to the Company;
- (e) To pay all taxes, licenses or assessments of whatever kind or nature imposed upon or against the Company or its assets, and for such purposes to make such returns and do all other such acts or things as may be deemed necessary and advisable by the Company;
- (f) To establish, maintain and supervise the deposit of any monies or securities of the Company with federally insured banking institutions or with such other financial institutions as may be selected by the Manager, in accounts in the name of the Company with such institutions;
- (g) To institute, prosecute, defend, settle, compromise and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company or the Member in connection with activities arising out of, connected with or incidental to this Agreement, and to engage counsel or others in connection therewith.
- (h) To execute for and on behalf of the Company all applications for permits and licenses as the Manager deems necessary and advisable;
- (i) To perform all ministerial acts and duties relating to the payment of all indebtedness, taxes and assessments due or to become due with regard to the Company, and to give and receive notices, reports and other communications arising out of or in connection with the conduct of the Company's business; and

Type: QCD
Kind: QUIT CLAIM DEED
Recorded: 2/1/2022 2:53:00 PM
Fee Amt: \$25.00 Page 1 of 3
Transfer Tax: \$0.00
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts

Participant ID: 4449229278

BK 1483 PG 345 - 347

After recording, return to:
Pearce D. Hardwick
McGee & Oxford, LLP
5855 Sandy Springs Circle
Suite 300
Atlanta, GA 30328

Tax Parcels: BR03 033 and BR03 034

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENTURE, made as of the 31st day of January, 2022, between WLP PROPERTIES, LLC, a Georgia limited liability company (hereinafter called the "Grantor"), and SEARLES FOUNDATION AFFORDABLE HOUSING LAND FUND, LLC, a Georgia limited liability company (hereinafter called the "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH: that Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release and forever quitclaim to Grantee all the right, title, interest, claim, or demand the Grantor have or may have had in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Fannin County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all the rights, members, and appurtenances to the said described property in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said property unto the said Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said property or its appurtenances.

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

GRANTOR:

WLP PROPERTIES, LLC, a Georgia limited liability company

By: Wilds L. Pierce (SEAL)
Wilds L. Pierce, Its Manager

Signed, sealed and delivered
in the presence of:

John S. Hardin
Witness
[Signature]

Notary Public

My commission expires: **BRADWICK**
NOTARY PUBLIC
FULTON COUNTY
STATE OF GEORGIA
MY COMMISSION EXPIRES: JANUARY 7, 2025

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 316, 8th District, 2nd Section, Fannin County, Georgia and being more particularly described as follows:

Beginning at a ½-inch rebar with cap "LSF810" set at the intersection of the Southerly Right-of-Way Line of Boardtown Road (a.k.a. County Road 26), (apparent 60 feet wide right-of-way) as per the unrecorded Compiled Plat for Danny & Damon Davenport, prepared by Lane S. Bishop and Associates, dated January 27, 2009, and the Northeasterly Right-of-Way Line of Trackside Lane (a.k.a. County Road 383) / L & N Railroad / CSX Transportation (apparent 100 feet wide right-of-way) as shown on the said unrecorded Compiled Plat; thence, leaving said Point of Beginning and the said line of Trackside Lane / L & N Railroad / CSX Transportation and running with the said line of Boardtown Road

1. 152.40 feet along the arc of a curve deflecting to the right, having a radius of 1,080.05 feet and a chord bearing and distance of North 85° 24' 27" East, 152.27 feet; thence,
2. 72.59 feet along the arc of a curve deflecting to the right, having a radius of 3,761.31 feet and a chord bearing and distance of North 89° 51' 56" East, 72.58 feet; thence,
3. 162.06 feet along the arc of a curve deflecting to the right, having a radius of 3,761.31 feet and a chord bearing and distance of South 88° 20' 50" East, 162.05 feet; thence,
4. South 86° 37' 05" East, 30.55 feet to a ½-inch rebar with cap "LSF810" set; thence, leaving the aforesaid line of Boardtown Road and running with the property now or formerly owned by Government Federal Housing (City of Blue Ridge) as shown on the aforesaid Compiled Plat (deed information not found)
5. South 23° 49' 26" West, 83.60 feet to a capped rebar found; thence,
6. South 23° 49' 26" West, 305.53 feet to a nail found in a 5" concrete monument; thence, leaving the aforesaid Government Federal Housing property and running with the property now or formerly owned by Robert Greene per deed recorded among the Land Records of Fannin County, Georgia in Deed Book 593, Page 488
7. South 39° 25' 26" West, 624.57 feet to a 1.5-inch open top pipe found on the Land Lot Line and District Line common to Land Lots 316 and 10, and Districts 7 and 8; thence, leaving the aforesaid Robert Greene property and running with the said Land Lot and District Line and the property now or formerly owned by Earl Frank Weeks per deed recorded among the aforesaid land records in Deed Book 712, Page 144 and Deed Book 1245, Page 384
8. North 89° 49' 34" West, 137.69 feet to the Land Lot Corner Common to Land Lots 316, 9 and 10, said point being 0.20' Northeast of a capped rebar found "Bishop & Assoc"; thence, running with the Land Lot Line common to Land Lots 9 and 316
9. North 89° 56' 34" West, 230.66 feet, said point being 0.19' Northeast of a 1.5-inch open top pipe found; thence,
10. North 89° 56' 34" West, 19.59 feet; thence,
11. North 89° 56' 34" West, 29.41 feet to a ½-inch rebar with cap "LSF810" set on the aforesaid line of Trackside Lane / L & N Railroad / CSX Transportation; thence, leaving said point and the said Land Lot Line, District Line, and Earl Frank Weeks property and running with the said line of Trackside Lane / L & N railroad / CSX Transportation
12. North 28° 16' 58" East, 188.30 feet; thence,
13. 225.59 feet along the arc of a curve deflecting to the right, having a radius of 2,032.64 feet and a chord bearing and distance of North 32° 18' 03" East, 225.47 feet; thence,
14. North 35° 56' 07" East, 587.21 feet to the Point of Beginning, containing 395,850 square feet or 9.0874 acres of land, more or less.

Type: WD
Kind: WARRANTY DEED
Recorded: 2/1/2022 2:53:00 PM
Fee Amt: \$900.00 Page 1 of 4
Transfer Tax: \$875.00
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts

Participant ID: 4449229278

BK 1483 PG 341 - 344

After recording, please return to:
Pearce D. Hardwick
McGee & Oxford, LLP
5855 Sandy Springs Circle, Suite 300
Atlanta, GA 30328

Parcel ID: BRO3 033 and
BRO3 034

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED (this "Deed") is made as of January 31st, 2022, between WLP PROPERTIES, LLC, a Georgia limited liability company ("Grantor") and SEARLES FOUNDATION AFFORDABLE HOUSING LAND FUND, LLC, a Georgia limited liability company ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee the following described real property (the "Property"), to-wit:

All that lot or tract or parcel of land lying and being in Land Lots 315 and 316 of the 8th District, 2nd Section, Fannin County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

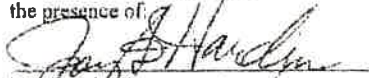

TO HAVE AND TO HOLD the Property with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, subject, however, to all liens, exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Subject Property, as well as standby fees, real estate taxes, and assessments on the Property for the current year and prior and subsequent years, and

subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances").

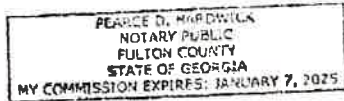
AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise; provided, however, that Grantor's conveyance of the Property and Grantor's warranties of title contained in this Deed are and shall be subject to the Permitted Encumbrances.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and delivered under seal as of the date first written above.

As to signatory on behalf of Grantor,
signed, sealed and delivered in
the presence of:


Unofficial Witness


Notary Public:
(Affix notary seal and
commission expiration date)



GRANTOR:

WLP PROPERTIES, LLC,
a Georgia Limited Liability Company

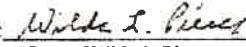
By: 
Print Name: Wilds L. Pierce
Title: His Manager

Exhibit "A"
To Limited Warranty Deed

As to Parcel BR03 033:

All that lot or tract or parcel of land lying and being in Land Lots 315 and 316 of the 8th District, 2nd Section, Fannin County, Georgia, and also being in the City of Blue Ridge, containing 6.50 acres of land, more or less, as shown on plat of survey for City of Blue Ridge dated March 22, 1991, prepared by Mike L. Hampton, G.R.L.S. No. 1452, and being recorded in Plat Hangar E35, Page 7, Fannin County Deed Records. Said plat of survey is incorporated herein by reference for a more complete and accurate description of the above-described property.

The above-described property is the same property that conveyed to The City of Blue Ridge by Warranty Deed dated December 23, 1960, from D. H. Haight, recorded in Deed Book 27, Page 229, Fannin County Deed Records.

And

As to Parcel BR03 034:

All that lot or tract or parcel of land lying and being in Land Lots 316 of the 8th District, 2nd Section, Fannin County, Georgia, as shown on that plat of survey titled "W.O. Anderson Tract", recorded in Plat Book 2, Page 83, in the Office of the Superior Court of Fannin County, Georgia and containing 3.0 acres. Said plat is incorporated herein by reference for a more complete and accurate metes and bounds description of the property herein.

The above-described property is the same property that conveyed to The City of Blue Ridge by Warranty Deed dated December 23, 1960, from D. H. Haight, recorded in Deed Book 27, Page 229, Fannin County Deed Records.

EXHIBIT "B"

1. Taxes and assessments due for the year 2022, and subsequent years not yet due and payable.
2. As to Parcel BRO3 033, all matters disclosed on plat recorded at Plat Hangar E35, Page 7, recorded June 5, 2007, aforesaid records.
3. As to Parcel BRO3 033, all matters disclosed on plat recorded at Plat Book 2, Page 215, recorded December 27, 1950, aforesaid records.
4. As to Parcel BRO3 034, all matters disclosed on plat recorded at Plat Book 2, Page 83 recorded April 11, 1956, aforesaid records.
5. All matters disclosed on Compiled Plat for Danny D. Davenport and Damon Davenport prepared by Lane S. Bishop and Associates dated January 27, 2009.

**ALTANSPS LAND TITLE SURVEY
FOR
STERLING BANK, N.A. AND
FIRST AMERICAN TITLE INSURANCE COMPANY
(FANNIN COUNTY SITE)
LOCATED IN
LAND LOT 316, 8TH DISTRICT, 2ND SECTION
CITY OF BLUE RIDGE, FANNIN COUNTY, GEORGIA**



LOCATION MAP

PROPERTY DESCRIPTION (OVERALL)

THIS SURVEY IS A PART OF A LARGER SURVEY OF LAND IN THE CITY OF BLUE RIDGE, FANNIN COUNTY, GEORGIA, AND IS SUBJECT TO THE RESTRICTIONS AND CONDITIONS SET FORTH IN THE DEEDS AND RECORDS OF THE PUBLIC RECORDS OF FANNIN COUNTY, GEORGIA.

THE SURVEYED PROPERTY IS LOCATED IN LAND LOT 316, 8TH DISTRICT, 2ND SECTION, CITY OF BLUE RIDGE, FANNIN COUNTY, GEORGIA, AND IS SUBJECT TO THE RESTRICTIONS AND CONDITIONS SET FORTH IN THE DEEDS AND RECORDS OF THE PUBLIC RECORDS OF FANNIN COUNTY, GEORGIA.

SURVEY NOTES

1. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

3. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

4. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

5. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

PROPERTY DESCRIPTION (TRACT 1)

TRACT 1 IS THAT PART OF THE SURVEYED PROPERTY DESCRIBED IN THE OVERALL PROPERTY DESCRIPTION WHICH IS BOUND BY THE TRACKSIDE LANE, S.W. RAILROAD, AND BOARDTOWN ROAD.

TRACT 1 IS THAT PART OF THE SURVEYED PROPERTY DESCRIBED IN THE OVERALL PROPERTY DESCRIPTION WHICH IS BOUND BY THE TRACKSIDE LANE, S.W. RAILROAD, AND BOARDTOWN ROAD.

TITLE NOTES

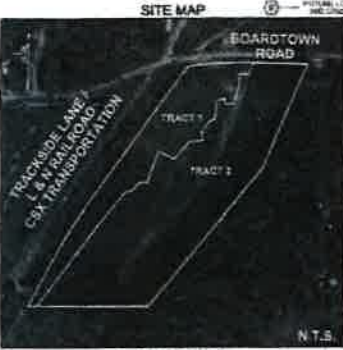
1. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

3. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

4. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

5. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.



SITE MAP

PROPERTY DESCRIPTION (TRACT 2)

TRACT 2 IS THAT PART OF THE SURVEYED PROPERTY DESCRIBED IN THE OVERALL PROPERTY DESCRIPTION WHICH IS BOUND BY BOARDTOWN ROAD, TRACKSIDE LANE, AND S.W. RAILROAD.

TRACT 2 IS THAT PART OF THE SURVEYED PROPERTY DESCRIBED IN THE OVERALL PROPERTY DESCRIPTION WHICH IS BOUND BY BOARDTOWN ROAD, TRACKSIDE LANE, AND S.W. RAILROAD.



PHOTO #1

PHOTO #2

PHOTO #3

PHOTO #4

SITE INFORMATION

1. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

3. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

4. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

5. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

REFERENCE MATERIAL

1. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

3. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

4. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

5. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

AREA TABLE

TRACT 1	14,847 SQ. FT. OR 0.3366 AC.
TRACT 2	184,138 SQ. FT. OR 4.2111 AC.
OVERALL	198,985 SQ. FT. OR 4.5477 AC.

SPECIAL NOTES

1. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

3. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

4. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

5. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED IN THE TITLE.

SURVEYOR'S CERTIFICATE

I, THE SURVEYOR, HEREBY CERTIFY THAT THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING ACT.

DATE: _____

SURVEYOR: _____

ALTANSPS CERTIFICATE

I, THE SURVEYOR, HEREBY CERTIFY THAT THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING ACT.

DATE: _____

SURVEYOR: _____

TERREMARK

ALTANSPS LAND TITLE SURVEY FOR STERLING BANK, N.A. AND FIRST AMERICAN TITLE INSURANCE COMPANY (FANNIN COUNTY SITE) LOCATED IN LAND LOT 316, 8TH DISTRICT, 2ND SECTION, CITY OF BLUE RIDGE, FANNIN COUNTY, GEORGIA.

DATE: _____

SURVEYOR: _____

ALTANSPS CERTIFICATE

**ALTA/SPS LAND TITLE SURVEY
FOR
STERLING BANK, N.A. AND
FIRST AMERICAN TITLE INSURANCE COMPANY
(FANNIN COUNTY SITE)
LOCATED IN
LAND LOT 316, 8TH DISTRICT, 2ND SECTION
CITY OF BLUE RIDGE, FANNIN COUNTY, GEORGIA**



PROPERTY DESCRIPTION (OVERALL)

THE ABOVE DESCRIBED PROPERTY IS A PARCEL OF LAND CONTAINING TWO TRACTS, TRACT 1 AND TRACT 2, TOGETHER COMPRISING 30.88 ACRES OF LAND, MORE OR LESS, AS SHOWN ON THE ATTACHED SITE MAP.

TRACT 1 IS 15.44 ACRES, MORE OR LESS, AND TRACT 2 IS 15.44 ACRES, MORE OR LESS.

THE PROPERTY IS BOUND BY BOARDTOWN ROAD TO THE NORTH, THE CROOKS LANE 6 FT WIDE ROAD TO THE WEST, AND TRACTS OWNED BY TERRY TO THE SOUTH.

PROPERTY DESCRIPTION (TRACT 1)

TRACT 1 IS 15.44 ACRES, MORE OR LESS, AND IS BOUND BY BOARDTOWN ROAD TO THE NORTH, THE CROOKS LANE 6 FT WIDE ROAD TO THE WEST, AND TRACTS OWNED BY TERRY TO THE SOUTH.



PROPERTY DESCRIPTION (TRACT 2)

TRACT 2 IS 15.44 ACRES, MORE OR LESS, AND IS BOUND BY BOARDTOWN ROAD TO THE NORTH, THE CROOKS LANE 6 FT WIDE ROAD TO THE WEST, AND TRACTS OWNED BY TERRY TO THE SOUTH.

AREA TABLE

TRACT 1	15.44	SQ. FT.
TRACT 2	15.44	SQ. FT.
OVERALL	30.88	SQ. FT.

SPECIAL NOTES

1. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE SITE MAP.

2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE SITE MAP.

SURVEY NOTES

1. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE SITE MAP.

2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE SITE MAP.

TITLE NOTES

1. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE SITE MAP.

2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE SITE MAP.



SITE INFORMATION

DATE OF SURVEY: 12/15/2011

TIME OF SURVEY: 10:00 AM

WEATHER: CLEAR

WIND: 10 MPH

TEMPERATURE: 60°F

MOON: NONE

BAROMETER: 30.00 IN.

SOIL: CLAY

ROCKS: NONE

VEGETATION: NONE

ADJACENT OWNERS: TERRY

ADJACENT PROPERTIES: TRACTS OWNED BY TERRY

ADJACENT RIGHTS: NONE

ADJACENT EASEMENTS: NONE

ADJACENT ENCUMBRANCES: NONE

ADJACENT UTILITIES: NONE

ADJACENT RECORDS: NONE

ADJACENT DEEDS: NONE

ADJACENT MORTGAGES: NONE

ADJACENT LIENS: NONE

ADJACENT TAXES: NONE

ADJACENT RECORDS: NONE

ADJACENT DEEDS: NONE

ADJACENT MORTGAGES: NONE

ADJACENT LIENS: NONE

ADJACENT TAXES: NONE

SURVEYOR'S CERTIFICATE

I, THE SURVEYOR, HEREBY CERTIFY THAT THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING ACT.

DATE: 12/15/2011

SURVEYOR: [Signature]

REFERENCE MATERIAL

1. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE SITE MAP.

2. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE SITE MAP.

ALTA/SPS CERTIFICATE

I, THE SURVEYOR, HEREBY CERTIFY THAT THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA SURVEYING ACT.

DATE: 12/15/2011

SURVEYOR: [Signature]

TerraMark

ALTA/SPS LAND TITLE SURVEY
FIRST AMERICAN TITLE INSURANCE COMPANY
(FANNIN COUNTY SITE)
LOCATED IN
LAND LOT 316, 8TH DISTRICT, 2ND SECTION
CITY OF BLUE RIDGE, FANNIN COUNTY, GEORGIA

1/2

CITY OF BLUE RIDGE
RESIDENTIAL PERMIT

480 West First Street / Blue Ridge, GA 30513
PHONE: (706)632-2091 FAX: (-)

DATE ISSUED: 11/17/2023

PERMIT #: 2023-929

LOCATION:	DISTRICT	TAX MAP PARCEL
		BR03-033
00 BOARDTOWN ROAD	LOT	ZONING DISTRICT
		R3
OWNER: SEARLES FOUNDATION		TOTAL VALUATION
		\$ 0
CONTRACTOR:		TOTAL SQ FT
		0
		HEATED/UNHEATED
		0 / 0

TYPE CONSTRUCTION: OTHER *City of Blue Ridge* OCCUPANCY GROUP: OFFICE, BANK, PROFESSIONAL

<u>FEE CODE</u>	<u>FEE</u>
VARIANCE APPLICATION	300.00
TOTAL PAID: 300.00 **PAID IN FULL** TOTAL AMOUNT:	300.00

REMARKS: A MINIMUM UNIT SIZE VARIANCE IS REQUESTED.

(SIGNATURE OF CONTRACTOR/OWNER)

(DATE)

(ISSUED BY)

(DATE)

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

CONTRIBUTION PAYMENT TERMS

CITY OF BLUE RIDGE

RLFC# BL1

INVOICE NUMBER	346821
EFFECTIVE DATE	05/01/2024
INVOICE AMOUNT	\$169,744
PROPOSAL NUMBER	RBL1-PR2024-1

PAYMENT TERMS:

- OPTION 1: Full Amount Due on Binding
- OPTION 2: 50% Down – Balance due in 30 days
- OPTION 3: 25% Down – Balance due in 4 monthly installments. The entire contribution must be paid within 6 months of the effective date.

Checks should be made payable to **GIRMA**. Please sign and return with your check to:

Georgia Interlocal Risk Management Agency
P.O. Box 105377
Atlanta, Georgia 30348

Please sign and date on the lines below that you have read and accept the limits and deductibles outlined in the renewal terms. Please return the signed invoice with your initial payment to the GIRMA address above.

Authorized Signature

Date

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2024-2025

CITY OF BLUE RIDGE

BL1

480 West First Street

Blue Ridge, GA 30513

Coverage Period:

May-01-2024 to May-01-2025

Presented by:



201 Pryor Street
Atlanta, GA 30303

Quote Date:

4/1/2024

Administered by:

Lockton Companies

3280 Peachtree Road NE #1000
Atlanta, GA 30305

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BLUE RIDGE

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products / Completed Operations	\$1,000,000
Failure to Supply Utilities	\$1,000,000
Fire Legal Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
General Aggregate	\$5,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$0
Law Enforcement Liability Deductible	\$0
Employee Benefits Liability	\$1,000,000
Employee Benefits Aggregate	\$5,000,000
Form	Occurrence
Deductible	\$0

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BLUE RIDGE

Public Officials / Errors & Omissions Liability	Limit of Liability
Each Wrongful Act or Occurrence	\$1,000,000
Aggregate Limit	\$5,000,000
Form	Occurrence
Deductible	\$0

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BLUE RIDGE

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$0
Uninsured Motorist Deductible	\$1,000

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$1,000
Collision Deductible	\$1,000
Hired Physical Damage Deductible	\$1,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

Crime / Fidelity	Limit of Liability
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$1,000
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BLUE RIDGE

Property	Limit of Liability
Total Insured Values	\$32,483,887
Blanket Building & Contents	\$31,412,643
Mobile Equipment	\$1,071,244
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils <i>(Tier 1 Only-All Perils except Named Windstorm)</i>	\$1,000
Deductible – Mobile Equipment All Perils <i>(Tier 1 Only-All Perils except Named Windstorm)</i>	\$1,000
Deductible – Named Windstorm for Tier 1 Only* <i>* Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.</i>	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$31,412,643
Ordinance or Law Limit	\$31,412,643
Hazardous Substance	\$250,000
Deductible	\$1,000
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$31,412,643
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BLUE RIDGE

Cyber	Limit of Liability
Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$0
Deductible	Nil

Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF BLUE RIDGE

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$33,626
Law Enforcement Liability – Before Credit	\$31,780
<i>Law Enforcement Initiative Credit Amount</i>	\$0
Law Enforcement Liability – After Credit	\$31,780
Public Officials Liability	\$15,890
Automobile Liability	\$20,171
Automobile Physical Damage	\$9,595
Property – Buildings & Contents	\$62,787
Mobile Equipment	\$1,905
Police Animal Mortality	\$0
Crime / Fidelity	\$1,142
Boiler & Machinery	\$4,373
Uninsured Motorist	\$677
Sub Total	\$181,946
Less Renewal Credit	\$12,202
Total	\$169,744

Disclaimer:

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Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
City of Blue Ridge (BL1)	Effective Date	05/01/2024
GENERAL LIABILITY		
Grants Administered	\$0	
GROSS OPERATING EXPENDITURES	\$16,629	
PARK ACREAGE	\$0	
HOUSING AUTHORITIES - UNITS	\$0	
PUBLIC UTILITIES - CABLE / TELECOM	\$0	
PUBLIC UTILITIES - ELECTRIC	\$0	
PUBLIC UTILITIES - GAS	\$0	
PUBLIC UTILITIES - SEWER	\$6,057	
PUBLIC UTILITIES - WATER	\$10,940	
REFUSE COLLECTION	\$0	
SCHOOLS - ALL OTHER STUDENTS	\$0	
SCHOOLS - TRADE OR VOCATIONAL STUDENTS	\$0	
WATER RELATED ACTIVITIES - # BEACHES, LAKES, POOLS	\$0	
GENERAL LIABILITY TOTALS		\$33,626

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE			Contribution Breakdown	Contribution Total
AUTOMOBILE LIABILITY	Number of Vehicles	Contrib Per Vehicle	Total Contribution	
Trucks - Van, Pickups, Light Trucks	27	\$143.98	\$3,887.46	
Trucks - Medium Weight	2	\$191.97	\$383.94	
Trucks - Heavy Weight	2	\$239.96	\$479.92	
Trucks - Extra Heavy Weight	0	\$0.00	\$0.00	
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00	
Trucks - Garbage	0	\$0.00	\$0.00	
Trucks - Fire Trucks	1	\$575.91	\$575.91	
Private Passenger - Fire Cars	0	\$0.00	\$0.00	
Private Passenger - Police Cars	11	\$1,297.10	\$14,268.10	
Private Passenger - All Other Type Cars	0	\$0.00	\$0.00	
Trailers - Semi Trailers	0	\$0.00	\$0.00	
Trailers - Trailers	10	\$47.99	\$479.90	
Buses - Public Transit Buses	0	\$0.00	\$0.00	
Buses - School Buses	0	\$0.00	\$0.00	
Motorcycles	1	\$95.99	\$95.99	
AUTO LIABILITY TOTALS	54			\$20,171

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE			Contribution Breakdown	Contribution Total
AUTOMOBILE PHYSICAL DAMAGE	Number of Vehicles	Contrib Per Vehicle	Total Contribution	
Trucks - Van, Pickups, Light Trucks	20	\$151.54	\$3,030.80	
Trucks - Medium Weight	0	\$0.00	\$0.00	
Trucks - Heavy Weight	0	\$0.00	\$0.00	
Trucks - Extra Heavy Weight	0	\$0.00	\$0.00	
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00	
Trucks - Garbage	0	\$0.00	\$0.00	
Trucks - Fire Trucks	0	\$0.00	\$0.00	
Private Passenger - Fire Cars	0	\$0.00	\$0.00	
Private Passenger - Police Cars	11	\$565.78	\$6,223.58	
Private Passenger - All Other Type Cars	0	\$0.00	\$0.00	
Trailers - Semi Trailers	0	\$0.00	\$0.00	
Trailers - Trailers	9	\$37.89	\$341.01	
Buses - Public Transit Buses	0	\$0.00	\$0.00	
Buses - School Buses	0	\$0.00	\$0.00	
Motorcycles	0	\$0.00	\$0.00	
PHYSICAL DAMAGE TOTALS	40			\$9,595

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
UNINSURED MOTORIST LIABILITY		\$677
LAW ENFORCEMENT LIABILITY	\$1,869.41 per officer	\$31,780
PUBLIC OFFICIALS LIABILITY		\$15,890
PROPERTY (including Mobile Equipment and Boiler & Machinery)	Values / Rates	\$69,065
Total Insured Value	\$32,483,887	
Rate per \$100 of Value	\$0.2126	
POLICE ANIMALS	\$0	\$0
CRIME	\$21.55 per employee	\$1,142
TOTAL CONTRIBUTION*		\$181,946

* Figures may be off by \$1 due to rounding



TRAFFIC SIGNAL

3/19/2024

To: Denny Cook

Re: East main @ Church St.

SCOPE OF WORK

North Cherokee Electrical, Inc. proposes to furnish and install the listed bid items in accordance with plans, and specifications unless amended or stated in detail below:

Items to be Furnished, Install and Connected by North Cherokee

1. Install new span wire, signal cable and loop wire following existing diagonal span configuration.
2. Install new signal heads and hardware in two 4 head clusters like original configuration.
3. Replace cabinet with new cabinet donated by District 6 DOT.
4. Install new controller, conflict monitor, load switches and loop detectors.
5. Install 1 new 6x40 quad loop on Church St.
6. Use existing conduit risers on cabinet pole.
7. Use existing power service.

Items to be furnished by others or excluded.

1. General Traffic control (We will maintain work zone safety for our work) Sidewalk Closures and temporary pedestrian control by others.
2. Power service and consumption fees associated with new or existing electrically operated systems.
3. Concrete or Asphalt replacement
4. Surveying (Station location by others)
5. Rock removal is not included, if required it shall be done at cost plus 10%.

Total quote: **\$49,275.00**

General Terms:

Price good for 30 days

Sales tax included.

Bond not included (Add 1.5% if required)

Should you have any questions please give me a call.

Shannon Bryan

ARTICLE IV. OFF-HIGHWAY VEHICLES

Sec. 22-90. Off-Highway Vehicle Defined.

For purposes of this article, *off-highway vehicle* shall mean any motorized vehicle having features specifically intended for utility use and having the following characteristics: (a) has the capability to transport persons or cargo or both; (b) operates between 25 miles per hour (40.2 kilometers per hour) and 65 miles per hour (80.4 104.6 kilometers per hour); (c) has an overall width of 80 inches (2,030 millimeters) or less, exclusive of accessories or attachments; (d) is designed to travel on four or more wheels; (e) uses a steering wheel for steering control; (f) contains a nonstraddle seat; (g) has a gross vehicle weight rating of less than 4,000 pounds (1,814 kilograms); and (h) has a minimum cargo capacity of 350 pounds (159 kilograms).

Sec. 22-91. Off-Highway Vehicles Permitted.

Subject to the rules and regulations set forth in this article, off-highway vehicles shall be permitted on city streets and shall be authorized to cross highways that are part of the state highway system. Every person operating an off-highway vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other vehicle under this chapter except as to special regulations in this article:

(a) All off-highway vehicles are entitled to full use of a lane, and no motor vehicle shall be driven in such a manner as to deprive any such vehicles of the full use of a lane.

(b) The operator of an off-highway vehicle shall not overtake and pass in the same lane occupied by the vehicle being overtaken.

(c) No person shall operate an off-highway vehicle between lanes of traffic or between adjacent lines or rows of vehicles.

(d) Off-highway vehicles shall not be operated two or more abreast in a single lane.

Sec. 22-92. Registration, Licensing, and Equipment.

Off-highway vehicles shall be registered with a state, shall be equipped with a license plate, and shall have the following equipment: (a) headlights; (b) brake lights; (c) taillights; (d) rearview mirror; and (e) safety belts.

Sec. 22-93. Penalty for violation of the article.

Any owner, operator, or driver, or any combination thereof, violating the provisions of this article is subject to a fine and/or imprisonment or community service, or any combination thereof, up to the maximum allowed under the city Charter or general state law for each violation of any provision of this article.

SECTION 2.

SEVERABILITY.

If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to effect the portions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Blue Ridge to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SECTION 3.

REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.

All parts of prior ordinances, in conflict with the terms of this ordinance are hereby repealed to the extent of the conflict; but it is hereby provided, that any ordinance, or any provision of any ordinance, or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof, and shall be legally construed to be in favor of upholding this ordinance on behalf of the City of Blue Ridge, Georgia.

SECTION 4.

EFFECTIVE DATE.

The effective date of this ordinance shall be upon its passage by the City Council.

SO ORDAINED this day of April, 2024.

MAYOR AND CITY COUNCIL OF BLUE RIDGE

Mayor, City of Blue Ridge

Clerk, City of Blue Ridge

CONTRACT ITEM AGREEMENT

RESOLUTION NO. BR 2024-11

STATE OF GEORGIA

CITY OF BLUE RIDGE

BE IT RESOLVED by the MAYOR AND CITY COUNCIL of the CITY OF BLUE RIDGE, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, FANNIN COUNTY, P.I. No. 0017039 to widen State Route 5 from south of Pineview Lane to South of Wash Wilson Road in Fannin County and that the Honorable Rhonda Haight as Mayor and Amy Mintz, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Mayor and City Council of the CITY OF BLUE RIDGE.

Passed and adopted, this the 16th day of April, 2024.

ATTEST:

CITY CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF BLUE RIDGE

I Amy Mintz, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the MAYOR AND CITY COUNCIL of the CITY OF BLUE RIDGE

WITNESS my hand and official signature, this the ____ day of April, 2024.

BY: _____
CITY CLERK



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

*- Needs Resolution included in attached
- 3 copies sent back*

February 14, 2024

Honorable Mayor Rhonda Haight
City of Blue Ridge
55 Trinity Avenue
Atlanta, GA 30303

Subject: **P.I. No. 0017039 (PID), Fannin County
Contract Item Agreement Undated – Water Facilities**

Dear Honorable Mayor Haight:

In accordance with your request, the adjustment of Water facilities belonging to the **City of Blue Ridge** is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which the **City of Blue Ridge** will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate including betterment for this work is **\$5,209,165.00** of which the **Department** will bear **100% or \$4,205,458.00 of the In-kind Costs for this Public Interest Determination (PID) Project**; and the **City of Blue Ridge will bear 100% or \$1,003,707.00 for the Betterment Costs**. Also, attached is a cost estimate supporting the Agreement.

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

Also, please provide the City of Blue Ridge's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify the **City of Blue Ridge** in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement. The Department will refund

Honorable Mayor Rhonda Haight
P.I. No. 0017039, Fannin County
Contract Item Agreement Undated – Water Facilities
February 14, 2024; Page 2 of 2

any overpayment or request in writing that the City of Blue Ridge pay the Department the revised amount as determined by the aforesaid method.

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

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish at the end.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)

cc: Grant Waldrop, P.E., District 6 Engineer
Jennifer Deems, District 6 Utilities Manager
Ethan Mobley, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist
Abdulvahid Munshi, Utility Coordinator

Account No. – Class: 733005-309
Department ID: 4848010000
Program No.: 4181401

CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Fannin County
G.D.O.T. P.I. No.: 0017039

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

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to widen State Route 5 from south of Pineview Lane to South of Wash Wilson Road in Fannin County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the DEPARTMENT has relied on the LOCAL AGENCY'S design in the plans for the utility work, which has been approved by the LOCAL AGENCY and accepted by the DEPARTMENT prior to commencing work;

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

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

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

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition. The DEPARTMENT, its employees, officers, consultant, and officials shall have no liability stemming from the DEPARTMENT'S reliance upon the COMPANY'S design plans for the utility relocation.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, including betterment, is **\$5,209,165.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$4,205,458.00 or 100% of the In-Kind**

CONTRACT ITEM AGREEMENT

Costs (for this Public Interest Determination project) and the LOCAL AGENCY shall bear \$1,003,707.00 or 100% of the Betterment Costs.

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

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

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

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

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

CONTRACT ITEM AGREEMENT

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

CITY OF BLUE RIDGE

BY: _____
MAYOR

Signed on behalf City of Blue Ridge pursuant to resolution dated _____.

FEIN _____

BY: _____
CITY CLERK
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: FANNIN
G.D.O.T. P.I. NO.: 0017039
DATE: February 14, 2024, DB

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

(OFFICIAL SEAL OF THE DEPARTMENT)

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

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF BLUE RIDGE
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. 0017039, FANNIN COUNTY, TO WIDEN STATE ROUTE 5 FROM SOUTH OF PINEVIEW LANE TO SOUTH OF WASH WILSON ROAD.

CONTRACTOR AFFIDAVIT

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

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

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

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

Amy Mintz

From: Rhonda Haight
Sent: Tuesday, March 26, 2024 2:52 PM
To: Amy Mintz; Rebecca Harkins; Joe Patterson
Cc: Angie Arp; Bill Whaley; Bill Bivins; Christy Kay; Jack Taylor; glenn@thenewsobserver.com
Subject: Veto of Ordinance BR2024-08

Follow Up Flag: Follow up
Flag Status: Flagged

On this date of March 26, 2024, Please accept this correspondence as an official Veto to Ordinance No. BR 2024-08 (referred to as the red-lined version and also referred to as Version 3). I'm vetoing this Ordinance of the City of Blue Ridge that establishes purchasing regulations pursuant to the city charter Section 6.31.

There are two reasons this Ordinance is inadequate. First, the Mayor should have the ability to purchase items on behalf of the city, being the person who is in charge of the day to day Administrative and Executive affairs of the city. In a recent text message from Angie Arp, Arp stated that, "No council member is mandated to communicate with her (Mayor), consider anything she(Mayor) says, hire anyone she (Mayor) appoints, give her(Mayor) a dime spending limit, the council controls everything and the things she(Mayor) does have control of the council sets the rules." According to the Charter, the Mayor is the Chief Executive Officer of the City and the council should not attempt to strip or usurp any authority that the Charter grants.

Secondly, from my day to day interactions with purchasing at City Hall, it is evident that the spending limit should be set at \$10,000 instead of \$5,000 at set forth in Section B (i).

It is my opinion that other than these two issues, the Ordinance will do well for the city in allowing staff to perform day to day requirements and help the operations of our city run more effectively and efficiently. Hopefully, as a united council, we can put aside the troublesome behavior that can be seen in the quote above and come to a compromise that will allow the city to flourish.

Mayor Haight

FIRST READING: February 20, 2024
SECOND READING: February 28, 2024
PRESENTED TO MAYOR March 20, 2024
MAYOR VETOED March 26, 2024

AN ORDINANCE NO. BR 2024-08

**AN ORDINANCE OF THE CITY OF BLUE RIDGE, GEORGIA,
ESTABLISHING GENERAL PURCHASING REGULATIONS
PURSUANT TO CITY CHARTER SECTION 6.31
("PURCHASING"); PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 6.31 ("Purchasing") of the City Charter provides that "[t]he city council shall by ordinance prescribe procedures for a system of centralized purchasing for the city;" and

WHEREAS, it is desirable to enact purchasing regulations to implement Section 6.31 of the City Charter to establish standards for the acquisition of materials, equipment, supplies, and services used by all departments of the City.

NOW, THEREFORE, BE IT ORDAINED, AND IT IS HEREBY ORDAINED by the City Council of the City of Blue Ridge, Georgia, as follows:

Section 1. Pursuant to City Charter Section 6.31, the following General Purchasing Regulations are hereby established for the City of Blue Ridge:

A. Centralized Purchasing. The City hereby establishes a centralized purchasing system where all City purchases will be approved as set forth herein.

B. Guidelines for Purchases.

- (i) Purchases not greater than \$5,000. Purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended is not greater than \$5,000 may be made or entered into by the Utilities Director, Court Clerk, or City Clerk without competitive bidding

and without City Council approval.

- (ii) All other purchases. Unless otherwise required by state law, any other purchase shall be approved/awarded by the City Council in a regular or special meeting.

C. Exemptions. The following exemptions from the above are hereby established:

- (i) Professional Services. Invoices for services provided by professionals (e.g., attorneys, engineers, architects, consultants, etc.) who have been hired or approved by the City Council may be paid directly by the person responsible for accounts payable within the City without further approval of the City Council.
- (ii) Recurring Purchases or Purchases per Contract Approved by the City Council less than \$20,000.00. Recurring invoices or purchases (e.g., monthly utility bills) and/or invoices or purchases pursuant to a contract already approved by the City Council that do not exceed \$20,000.00 may be paid directly by the person responsible for accounts payable within the City without further approval of the City Council. A listing of such recurring invoices or purchases shall be maintained by the person responsible for accounts payable. Recurring purchases must be reviewed by the Finance Director and the appropriate department head semiannually.
- (iii) Principal and interest payments on loans and bonds. Principal and interest payments on loans and bonds already approved by the City Council may be paid directly by the person responsible for accounts payable within the City without further approval of the City Council.

- (iv) Payroll Expenditures. Payroll and payroll-related expenses (e.g., retirement and insurance) may be paid directly by the person responsible for accounts payable within the City without further approval of the City Council.
- (v) Reimbursed costs. Costs for materials such as meters, vaults, and labor paid for by the City upon establishment of City services for a customer that are subsequently reimbursed by that customer to the City.
- (vi) Emergencies. The City Council may make or authorize others to make emergency procurement of supplies, services, or construction items when there exists a threat to public health, welfare, safety or breakdowns of equipment that may cause serious curtailment of services to residents; provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. Department heads shall provide information to the Mayor and City Council on any emergency procurement as soon as practical, or in no case later than the next regularly scheduled City Council meeting after the emergency procurement has been authorized.
- (vii) Maintenance and Repair of Existing City Equipment and Infrastructure. Costs for maintenance and repair of existing City equipment and infrastructure may be paid directly by the person responsible for accounts payable within the City without further approval of the City Council.

D. Preference to Local Businesses for Formal Competitively Bid Purchases.

Businesses located in the Fannin County who reply to formal competitive sealed bid requests by the City shall receive a preference bonus of 10% or 10 points during the

tabulation of the bid proposals. If a local preference is to be employed as provided for by this section, the invitation for bid documents shall clearly set forth such local preference requirements. Proof of Fannin County residency shall be submitted with the bid to be eligible for the Local Business preference.

E. Non – Budgeted Purchases. It is understood that every event cannot be foreseen, but the City also understands that the budget is the basis for the City's financial actions for each respective fiscal year. As such, non-budgeted purchases should be kept at a bare minimum and need to undergo the closest scrutiny to determine how necessary each non-budgeted purchase may be. When a department head determines the necessity to purchase a non-budgeted operating or capital item he must justify this need to the City Council and seek City Council approval at a regular meeting.

Section 2. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

SO ORDAINED this _____ day of _____, 2024.

BLUE RIDGE CITY COUNCIL

By: _____
Mayor

Attest:

Amy Mintz, City Clerk