

**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**  
**May 21, 2024**

**6:00 p.m.**

**Blue Ridge City Hall**

**480 West First Street**

**Blue Ridge, Ga 30513**

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**1. Call Meeting to Order**

**2. Prayer and Pledge of Allegiance**

**3. Approval of Minutes from Previous Meeting**

a. April 16, 2023 – Council Meeting

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

**5. Public Hearings**

a. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA GRANTING A VARIANCE FROM SECTION 140-17 (“APPEARANCE STANDARDS”) AND SECTION 140-154 (“AREA, YARD AND HEIGHT REGULATIONS”) OF THE CODE OF ORDINANCES OF THE CITY OF BLUE RIDGE GEORGIA TO REDUCE THE MINIMUM FLOOR AREA FROM 1,000 SQUARE FEET TO 450 SQUARE FEET AND TO INCREASE THE BUILDING HEIGHT MAXIMUM FROM THIRTY FEET TO FORTY-FIVE FEET FOR THE PROPERTY CONSISTING OF APPROXIMATELY 9.5 ACRES

**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.

LOCATED ALONG BOARDTOWN ROAD AND IDENTIFIED AS TAX PARCELS BR03 033 and BR03 034. **BR2024-12**

- b. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA GRANTING A VARIANCE FROM SECTION 140-132 (“AREA, YARD AND HEIGHT REGULATIONS”) OF THE CODE OF ORDINANCES OF THE CITY OF BLUE RIDGE GEORGIA TO MEASURE THE REQUIRED FRONT SETBACK FROM THE ROAD RATHER THAN THE PROPERTY LINE FOR THE PROPERTY CONSISTING OF APPROXIMATELY 30,000 SQUARE FEET LOCATED ALONG MCKINNEY STREET AND IDENTIFIED AS TAX PARCEL BR02 039. **BR2024-13**

**6. Consent Agenda**

- a. MOTION TO APPROVE THE RENEWAL OF THE ETC CABLE TV FRANCHISE AGREEMENT.

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

- a. MOTION TO APPROVE NEW HOLIDAY SCHEDULE TO REFLECT THE SAME HOLIDAYS AS FANNIN COUNTY.
- b. MOTION TO APPROVE EXTENDING THE FINANCIAL AUDIT WITH THE DOAA FROM MAY-JUNE TO JULY-AUGUST.
- c. MOTION TO APPROVE THE 10% INCREASE IN COMMITMENT FOR THE FANNIN COUNTY LIBRARY.
- d. 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. **BR2024-14 SECOND READING**
- e. MOTION TO APPROVE CHANGE ORDER 01 REQUEST FOR THE DOWNTOWN

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STORM SYSTEM IMPROVEMENTS IN THE AMOUNT OF \$115,455.00.

- f. MOTION TO APPROVE THE PROPOSAL FOR MODIFICATION FOR THE BLUE RIDGE WASTEWATER PLANT IN THE AMOUNT OF \$579,210.00.
- g. MOTION TO APPROVE THE OLD HWY/EAST FIRST STREET MANHOLE AND MAIN REHAB DUE TO AGING INFRASTRUCTURE.
- h. DISCUSSION AND POSSIBLE MOTION FROM CREATIVE ILLUMINATIONS FOR THE CITY HALL CHRISTMAS LIGHTING PACKAGE IN THE AMOUNT OF \$8,322.20.

**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.*

**11. Executive Session (If Needed)**

**12. Adjournment**

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**Mayor**  
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Angie Arp



**City Clerk**  
Amy Mintz

**City Attorney**  
Chuck Conerly

**City of Blue Ridge  
City Council Meeting**

**Minutes**

**April 16, 2024**

**6:00 p.m.**

**Blue Ridge City Hall**

**480 West First Street**

**Blue Ridge, Ga 30513**

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**1. Call Meeting to Order**

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

**2. Prayer and Pledge of Allegiance**

Led by Council Member Whaley.

**3. Approval of Minutes from Previous Meeting**

a. March 19, 2024 – Council Meeting

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

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

A motion to amend the agenda to table 5A until may meeting, and move 8A to executive session was offered by Council Member Whaley, seconded by Council Member Arp. Passed unanimously.



**5. Public Hearings**

- a. **VARIANCE REQUEST FOR BEVERLY J. SEARLES FOUNDATION BR2024-12  
REMOVED AND TABLED UNTIL MAY MEETING.**

**6. Consent Agenda**

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

- a. MOTION TO APPROVE 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 MOVED TO EXECUTIVE SESSION**
- b. RED LIGHT REPLACEMENT AT EAST 1<sup>ST</sup> STREET AND CHURCH STREET

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

City Attorney explained the following:

- 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**

A motion to adopt was offered by Council Member Taylor, seconded by Council Member Whaley. Passed unanimously. Adopted as BR2024-09.

City Attorney explained the following:

- 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**

A motion to approve was offered by Council Member Arp, seconded by Council Member Whaley. Passed unanimously. Adopted as BR2024-11.

- e. PRESENTATION OF VETO BY CITY CLERK

Presentation of BR2024-08 VETO by City Clerk Mintz.

A motion to override the veto was offered by Council Member Taylor, seconded by Council Member Arp. Veto stands with Council Member Whaley voting no.

A motion to suspend the five-minute rule was offered by Council Member Whaley, seconded by Council Member Kay. Motion does not pass with Council Members Arp, Taylor and Bivins voting no.

A motion to take the interim authority away from the mayor and confer the same authority on an interim basis given to the City Clerk was offered by Council Member Arp, seconded by Council Member Taylor.

A motion to stop discussion was offered by Council Member Arp, seconded by Council Member Taylor. Passed

unanimously.

Council returns to prior motion made by Council Member Arp "A motion to take the interim authority away from the mayor and confer the same authority on an interim bases given to the City Clerk was offered by Council Member Arp, seconded by Council Member Taylor."

Motion passes with Council Member Whaley and Kay voting no.

A motion as the first reading, the revised ordinance BR2024-08 with the words "or contracts for" be removed from section 1B1 and that this ordinance, revised, be on the agenda for adoption at the next meeting was offered by Council Member Arp, seconded by Council Member Taylor. Motion passes with Council Member Whaley voting no.

**8. Discussion Agenda Items**

**None**

**9. Reports**

**None**

**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 – Not Present
- b. Cesear Martinez

A motion to adjourn the meeting was offered by Council Member Taylor. No second. Motion dies.

- c. Donna Thompson
- d. Josh Snider

**11. Executive Session (If Needed)**

A motion to enter into executive session was offered by Council Member Taylor, seconded by Council Member Arp. Passed unanimously. Executive opened at 6:21pm.

A motion to adjourn executive was offered by Council Member Taylor, seconded by Council Member Bivins. Passed unanimously. Executive adjourned at 6:48pm.

A motion to engage outside council to render a legal opinion as to whether the Mayor has violated the City Charter, that the City engage Brinson Askew Berry, LLP for that purpose and that we authorize and instruct the City Clerk to execute the related April 16, 2024 representation and fee agreement with the same firm and also instruct the Accounts Payable person to pay the retainer was offered by Council Member Taylor, seconded by Council Member Arp.

Retainer fee of \$5,000.

Mayor Haight asked for a motion to amend the motion with the following additions:

To render a legal opinion on the Wojohn tapes. An opinion on the qualifying for elected official Jack Taylor, his legality. A legal decision on the bail bonding business. A decision of the purchase of City surplus equipment, including the fact the ditch witch was purchased for \$100 and he proposed to sell it to a person in the City for \$10,000. A legal opinion based on the fact his girlfriend purchased two vehicles. A legal opinion as to whether he violated the Charter in parking his motorcycle at the police department. A legal opinion as to whether Bill Bivins violated the Charter, as seen in the Wojohn tapes released at the end of January 2024. A legal opinion rendered for Angie Arp, who purchased a piece of property that received a compliance violation in July of 2023, and by October of 2023 she purchased the property for \$20,000 with a tax value of \$53,000. A legal opinion on the abuse of power, as seen in the Wojohn tapes. A legal opinion for an email from Tonya Walker, saying she has voter

intimidation placed upon her by Angie Arp. A legal opinion as to the Wojohn tapes again. A legal opinion if Angie Arp should have given her notice to the City when the short-term rental ordinance came before the Council last year, because she owns short term rental in CBD, the only zone that allowed to keep short term rentals and would also like for the legal opinion to be rendered by another law firm.

A motion to amend the motion was offered by Council Member Whaley. Motion dies for lack of a second.

Council returns to prior motion made by Council Member Taylor "A motion to engage outside council to render a legal opinion as to whether the Mayor has violated the City Charter, that the City engage Brinson Askew Berry, LLP for that purpose and that we authorize and instruct the City Clerk to execute the related April 16, 2024 representation and fee agreement with the same firm and also instruct the Accounts Payable person to pay the retainer was offered by Council Member Taylor, seconded by Council Member Arp."

Motion passes with Council Member Kay abstaining, and Council Member Whaley voting no.

## **12. Adjournment**

Mayor Haight adjourned the meeting at 7:58pm.

In keeping with the laws of Blue Ridge, its Charter and its ordinances, I will not allow the staff or myself as Chief Executive Officer of the City to approve any more purchases until the council follows the Charter by enacting a new ordinance for the purpose of purchasing as the Charter states.

### **Sec. 3.16. - Ordinances.**

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- (a)  
Every proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be "The Council of the City of Blue Ridge hereby ordains..." and every ordinance shall so begin.
- (b)
- An ordinance may be introduced by any councilmember and be read at a regular or special meeting of the city council. Ordinances shall be considered and adopted or rejected by the city council in accordance with the rules which it shall establish; provided, however, an ordinance shall not be adopted the same day it is introduced, except for emergency ordinances provided for in [section 3.18](#). Upon introduction of any ordinance, the clerk shall, as soon as possible, distribute a copy to the mayor and to each councilmember and shall file a reasonable number of copies in the office of the clerk and at such other public places as the city council may designate.

The Charter further states that...

### **Sec. 6.31. - Purchasing.**

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- The city council shall by ordinance prescribe procedures for a system of centralized purchasing for the city.

The current purchasing policy allows the city administrator authority over all purchases. However, the council has known since November of 2023 that the City Administrator resigned from his job and has done nothing despite the efforts of myself and other staff members to replace him. I will not violate the laws and charter as I have a duty to the citizens and to my oath of office to uphold the laws.

- It is up to the council to work together with the Mayor to develop an ordinance that will allow the city to thrive and function. Dr. Whaley and I are committed to working with the council on a solution that will satisfy all without stifling the functionality of the city

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**RESOLUTION NO. BR2024-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA GRANTING A VARIANCE FROM SECTION 140-17 (“APPEARANCE STANDARDS”) AND SECTION 140-154 (“AREA, YARD AND HEIGHT REGULATIONS”) OF THE CODE OF ORDINANCES OF THE CITY OF BLUE RIDGE GEORGIA TO REDUCE THE MINIMUM FLOOR AREA FROM 1,000 SQUARE FEET TO 450 SQUARE FEET AND TO INCREASE THE BUILDING HEIGHT MAXIMUM FROM THIRTY FEET TO FORTY-FIVE FEET FOR THE PROPERTY CONSISTING OF APPROXIMATELY 9.5 ACRES LOCATED ALONG BOARDTOWN ROAD AND IDENTIFIED AS TAX PARCELS BR03 033 and BR03 034.**

**WHEREAS**, the Searles Foundation Affordable Housing Land Fund, LLC (the “Applicant”) owns approximately 9.5 acres consisting of two tracts located along Boardtown Road and being identified as Tax Parcels BR03 033 and BR03 034 (the “Property”); and

**WHEREAS**, the Property is currently zoned R-3 (“High-Density Residential”); and

**WHEREAS**, the Applicant is requesting a variance for the Property from Section 140-17 (“Appearance standards”) and Section 140-154 (“Area, yard and height regulations”) of the Code of Ordinances of the City of Blue Ridge Georgia (“Code”) to reduce the minimum floor area from 1,000 square feet to 450 square feet and to increase the building height maximum from thirty feet to forty-five feet; and

**WHEREAS**, following proper notice, the City Council held a public hearing as provided by law: and

**WHEREAS**, the City Council finds the application meets the criteria set forth in the Code for the approval of variances.



**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Blue Ridge that:

**Section 1.** The application for a variance for the Property from Section 140-17 (“Appearance standards”) and Section 140-154 (“Area, yard and height regulations”) of the Code to reduce the minimum floor area from 1,000 square feet to 450 square feet and to increase the building height maximum from thirty feet to forty-five feet is hereby granted, subject to the following condition:

Any extensions and /or expansions required of the City’s water and wastewater utilities necessitated by the permitting of this project shall be constructed by the Applicant, at Applicant’s expense, to City of Blue Ridge specifications and for its acceptance. City of Blue Ridge must approve engineering plans prior to the beginning of construction and inspect construction at appropriate intervals.

**Section 2.** The City is authorized to cause the issuance of permits in accordance with the approvals herein provided and to indicate such approvals upon the records of the City.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Councilmember Angie Arp	_____
Councilmember Jack Taylor	_____
Councilmember Christy Kay	_____
Councilmember Bill Bivins	_____
Councilmember William Whaley	_____

PASSED AND ADOPTED this \_\_\_\_ day of May, 2024.

\_\_\_\_\_  
RHONDA HAIGHT, MAYOR

ATTEST:

\_\_\_\_\_  
AMY MINTZ  
CITY CLERK

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:

00 BOARDTOWN ROAD

DISTRICT

LOT

TAX MAP PARCEL

BR03-033

ZONING DISTRICT

R3

OWNER:

SEARLES FOUNDATION

TOTAL VALUATION

\$ 0

CONTRACTOR:

TOTAL SQ FT

0

HEATED/UNHEATED

0 / 0

TYPE CONSTRUCTION: OTHER

OCCUPANCY GROUP OFFICE, BANK, PROFESSIONL

FEE CODE

FEE

VARIANCE APPLICATION

300.00

TOTAL PAID:

300.00

\*\*PAID IN FULL\*\*

TOTAL AMOUNT:

300.00

REMARKS:

A MINIMUM UNIT SIZE VARIANCE IS REQUESTED.

**COPY**

\_\_\_\_\_  
(SIGNATURE OF CONTRACTOR/OWNER)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(ISSUED BY)

\_\_\_\_\_  
(DATE)

**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.

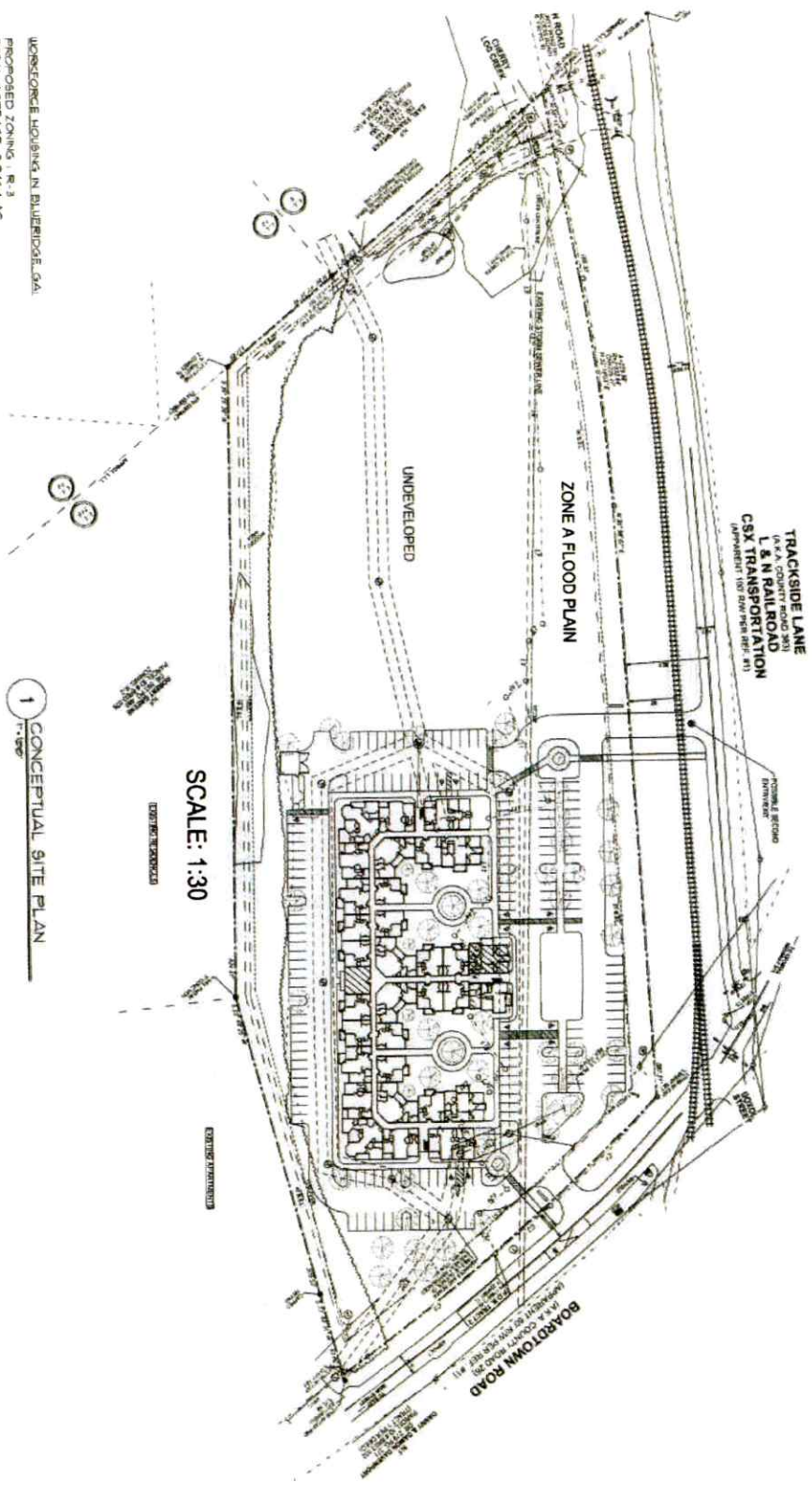
Any questions should be directed to the City of Blue Ridge Planning & Zoning Department, 706-632-2091.

Amy Mintz

City Clerk

WORKFORCE HOUSING IN BLUE RIDGE, GA.  
 PROPOSED ZONING: R-3  
 TOTAL ACREAGE: 9.0464 AC  
 FLOOD ZONE ACREAGE: 2.206 AC

45 ONE BEDROOM UNITS  
 25 TWO BEDROOM UNITS  
 14 THREE BEDROOM UNITS  
 6 FOUR BEDROOM UNITS  
 93 TOTAL UNITS  
 163 PARKING SPACES REQUIRED (1.75 SP/UNIT)  
 85 PARKING SPACES PROVIDED (1.75 SP/UNIT)



1 CONCEPTUAL SITE PLAN  
 SCALE: 1:30



MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.  
 215 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-1329 404-373-2800  
**MAGNOLIA PLACE**  
 BLUE RIDGE, GA

NO.	DATE	BY	CHKD.
1	1/16/2014		

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)



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

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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 D. Harding  
Witness  
[Signature]

Notary Public

My commission expires 01/07/2025  
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, 8<sup>th</sup> District, 2<sup>nd</sup> 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.

PT-61 (Rev. 2016)

To be filed in **FANNIN COUNTY**

**PT-61 055-2022-000320**

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME WLP PROPERTIES, LLC				Exempt Code If no exempt code enter NONE	Deed Confirming Title Already Vested
MAILING ADDRESS (STREET & NUMBER) 2860 Bakers Farm Rd				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Atlanta, GA 30339 USA		DATE OF SALE 1/31/2022		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B - BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME SEARLES FOUNDATION AFFORDABLE HOUSING LAND FUND, LLC				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 4182 Westchester Trace				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Roswell, GA 30075 USA		Check Buyer's Intended Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Agricultural <input type="checkbox"/> Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$0.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY FANNIN		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER BRO3 033 AND BRO3 034	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 8th	ACRES 9.0874	LAND LOT 316	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS  
None

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 8<sup>th</sup> District, 2<sup>nd</sup> 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").

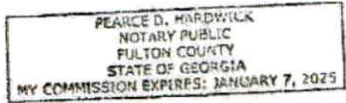
AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise; provided, however, that Grantor's conveyance of the Property and Grantor's warranties of title contained in this Deed 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: Wilds L. Pierce  
Print Name: Wilds L. Pierce  
Title: Its 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 8<sup>th</sup> District, 2<sup>nd</sup> 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 8<sup>th</sup> District, 2<sup>nd</sup> 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.

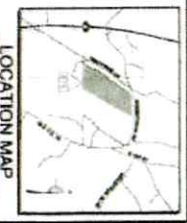
SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME <b>WLP PROPERTIES, LLC</b>				Exempt Code If no exempt code enter NONE	<b>NONE</b>
MAILING ADDRESS (STREET & NUMBER) <b>2860 Bakera Farm Road</b>				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	<b>\$875,000.00</b>
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY <b>Atlanta, GA 30339 USA</b>		DATE OF SALE <b>1/31/2022</b>		1A. Estimated fair market value of Real and Personal property	<b>\$0.00</b>
SECTION B - BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	<b>\$0.00</b>
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME <b>SEARLES FOUNDATION AFFORDABLE HOUSING LAND FUND, LLC</b>				3. Amount of liens and encumbrances not removed by transfer	<b>\$0.00</b>
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) <b>4182 Westchester Trace</b>				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	<b>\$875,000.00</b>
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY <b>Roswell, GA 30075 USA</b>		Check Buyers Intended Use ( ) Residential ( ) Commercial ( ) Agricultural ( ) Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	<b>\$875.00</b>
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 285A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY <b>FANNIN</b>		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER <b>BRO3 033 AND BRO3 034</b>	ACCOUNT NUMBER
TAX DISTRICT	<b>GMD</b>	LAND DISTRICT <b>8th</b>	ACRES	LAND LOT <b>316</b>	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS  
None



**ALTANSP'S LAND TITLE SURVEY**  
 FOR  
**STERLING BANK, N.A. AND**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**(FANNIN COUNTY SITE)**  
 LOCATED IN  
 LAND LOT 318, 8TH DISTRICT, 2ND SECTION  
 CITY OF BLUE RIDGE, FANNIN COUNTY, GEORGIA

**SITE MAP**



**LOCATION MAP**

**PROPERTY DESCRIPTION (OVERALL)**

The following is a description of the property shown on the attached site map and is intended to be read in conjunction with the survey notes and title notes. The property is located in Land Lot 318, 8th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia. The property is bounded on the north by Tract 1, on the east by Boardtown Road, on the south by Tract 2, and on the west by Tract 1. The property is shown on the attached site map and is intended to be read in conjunction with the survey notes and title notes.

**PROPERTY DESCRIPTION (TRACT 1)**

Tract 1 is a parcel of land located in Land Lot 318, 8th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia. The tract is bounded on the north by Tract 1, on the east by Boardtown Road, on the south by Tract 2, and on the west by Tract 1. The tract is shown on the attached site map and is intended to be read in conjunction with the survey notes and title notes.

**PROPERTY DESCRIPTION (TRACT 2)**

Tract 2 is a parcel of land located in Land Lot 318, 8th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia. The tract is bounded on the north by Tract 1, on the east by Boardtown Road, on the south by Tract 2, and on the west by Tract 1. The tract is shown on the attached site map and is intended to be read in conjunction with the survey notes and title notes.

**AREA TABLE**

TRACT 1: 11.881 AC FT ON 2.881 AC  
 TRACT 2: 24.188 AC FT ON 8.874 AC  
 OVERALL: 36.069 AC

**SPECIAL NOTES**

1. The survey was conducted on 08/11/2011. The survey was conducted by the Fannin County Surveyors. The survey was conducted in accordance with the Georgia Surveying Code. The survey was conducted in accordance with the Georgia Surveying Code. The survey was conducted in accordance with the Georgia Surveying Code.

**SURVEYORS CERTIFICATE**

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Georgia, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the parties to the same.

**ALTANSP'S CERTIFICATE**

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Georgia, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the parties to the same.

**SURVEY NOTES**

The survey was conducted on 08/11/2011. The survey was conducted by the Fannin County Surveyors. The survey was conducted in accordance with the Georgia Surveying Code. The survey was conducted in accordance with the Georgia Surveying Code. The survey was conducted in accordance with the Georgia Surveying Code.

**TITLE NOTES**

The title notes are intended to be read in conjunction with the survey notes and site map. The title notes are intended to be read in conjunction with the survey notes and site map. The title notes are intended to be read in conjunction with the survey notes and site map.

**PHOTO #1**



**PHOTO #2**



**PHOTO #3**



**PHOTO #4**



**REFERENCE MATERIAL**

1. FANNIN COUNTY SURVEYING CODE  
 2. GEORGIA SURVEYING CODE  
 3. FANNIN COUNTY SURVEYING CODE  
 4. GEORGIA SURVEYING CODE

**ALTANSP'S LAND TITLE SURVEY**  
 FOR  
**STERLING BANK, N.A. AND**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**(FANNIN COUNTY SITE)**  
 LOCATED IN  
 LAND LOT 318, 8TH DISTRICT, 2ND SECTION  
 CITY OF BLUE RIDGE, FANNIN COUNTY, GEORGIA



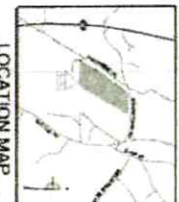
NO.	DATE	DESCRIPTION
1	08/11/2011	Survey of Tract 1 and Tract 2
2	08/11/2011	Survey of Tract 1 and Tract 2
3	08/11/2011	Survey of Tract 1 and Tract 2
4	08/11/2011	Survey of Tract 1 and Tract 2
5	08/11/2011	Survey of Tract 1 and Tract 2
6	08/11/2011	Survey of Tract 1 and Tract 2
7	08/11/2011	Survey of Tract 1 and Tract 2
8	08/11/2011	Survey of Tract 1 and Tract 2
9	08/11/2011	Survey of Tract 1 and Tract 2
10	08/11/2011	Survey of Tract 1 and Tract 2





**ALTANSPS LAND TITLE SURVEY**  
 FOR  
**STERLING BANK, N.A. AND**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**(FANNIN COUNTY SITE)**  
 LOCATED IN  
 LAND LOT 319, 8TH DISTRICT, 2ND SECTION  
 CITY OF BLUE RIDGE, FANNIN COUNTY, GEORGIA

**SITE MAP**



**PROPERTY DESCRIPTION (OVERALL)**

The overall property is located in the City of Blue Ridge, Fannin County, Georgia, and is bounded by Boardtown Road to the east, Tract 1 to the north, and Tract 2 to the south. The total area is 11,281.80 square feet, or 0.2589 acres. The property is divided into two tracts, Tract 1 and Tract 2, as shown on the site map. The survey was conducted on 08/14/2013 and the surveyor is [Name].

**PROPERTY DESCRIPTION (TRACT 1)**

Tract 1 is a larger irregularly shaped area located in the City of Blue Ridge, Fannin County, Georgia. It is bounded by Boardtown Road to the east, Tract 2 to the south, and Tract 1 to the north. The area of Tract 1 is 8,123.45 square feet, or 0.1871 acres. The survey was conducted on 08/14/2013 and the surveyor is [Name].

**TITLE NOTES**

The title notes describe the legal status of the property, including any existing mortgages, liens, or other encumbrances. The surveyor has reviewed the public records and has found no other claims or interests in the property that would affect the title.

**PROPERTY DESCRIPTION (TRACT 2)**

Tract 2 is a smaller rectangular area located in the City of Blue Ridge, Fannin County, Georgia. It is bounded by Boardtown Road to the east, Tract 1 to the north, and Tract 2 to the south. The area of Tract 2 is 3,158.35 square feet, or 0.0718 acres. The survey was conducted on 08/14/2013 and the surveyor is [Name].

**AREA TABLE**

TRACT 1:	11,281.80 SQ. FT. OR 0.2589 AC.
TRACT 2:	3,158.35 SQ. FT. OR 0.0718 AC.
OVERALL:	14,440.15 SQ. FT. OR 0.3307 AC.

**SPECIAL NOTES**

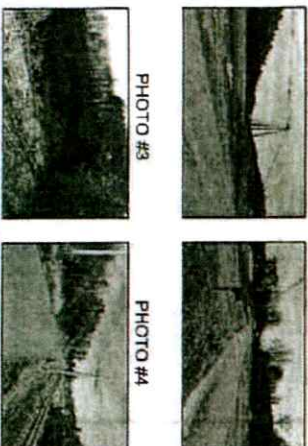
The surveyor has noted that the property is currently vacant and there are no structures or other improvements on the site. The survey was conducted from the ground and the boundaries were established by physical monuments and natural features.

**SURVEYOR'S CERTIFICATE**

I, the undersigned, being a duly licensed and qualified surveyor in the State of Georgia, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the parties to the same.

**ALTANSPS CERTIFICATE**

This certificate is issued by Altansps Land Title Survey, a professional land surveying firm, and is subject to the terms and conditions of the survey agreement.



**SURVEY NOTES**

The survey was conducted on 08/14/2013 and the surveyor is [Name]. The survey was conducted from the ground and the boundaries were established by physical monuments and natural features. The surveyor has noted that the property is currently vacant and there are no structures or other improvements on the site.

Rita Newton  
 Fannin County Tax Commissioner  
 400 W Main St, Ste 103  
 Blue Ridge, GA 30513-8593  
 706-632-2645



**IMPORTANT NOTICES**

This is your 2023 Ad Valorem Tax Notice for property you owned in Fannin County January 01, 2023. This bill must be paid by 12/20/2023 in order to avoid interest and penalty charges. Interest on unpaid tax bills is applied in compliance with GA Code 48-2-41. Penalty on unpaid tax bills is applied in compliance with GA Code 48-2-44. In addition to regular homestead exemption authorized for all homeowners, certain elderly persons are entitled to additional exemptions in compliance with GA Code 48-5-56. For more information on eligibility and the proper method of applying, you may contact the Tax Assessor's office.

Please note that your Tax Commissioner is responsible for the billing and collections and is not responsible for the value on your bill or Millage Rate. You may pay your bill by mail in person or on our website at [www.fannincountytax.com](http://www.fannincountytax.com).

Thank you for the privilege to serve as your Tax Commissioner.

RETURN SERVICE REQUESTED



AUTO\*\*5-DIGIT 30075 5390 1 AV 0.495

SEARLES FOUNDATION AFFORDABLE  
 HOUSING  
 LAND FUND LLC  
 4182 WESTCHESTER TRACE  
 ROSWELL, GA 30075

**2023 State, County, & School Ad Valorem Tax Notice**

Bill No.	Property Description	Map Number	Fair Mkt Value	Assessed Value	Exempt Value	Taxable Value	Millage Rate	Tax Amount
026743	8-2 LL315.316 DB1089-154*6 BOARDTOWN ROAD	BR03 033	475,000	190,000	0	190,000	10.196	1,937.24
<b>Important Messages - Please Read</b>							<b>TOTAL OF BILLS BY TAX TYPE</b>	
Search, View, Pay Taxes at <a href="http://www.fannincountytax.com">www.fannincountytax.com</a>							County M&O	523.83
							School M&O	1,413.41
<b>Local Option Sales Tax Information</b>			<b>NOTICE</b>				<b>TOTAL DUE</b>	
Mills required to produce county budget			State law requires all bills be sent to the January 1 owner. If a property listed on this notice has been sold, please forward this notice or a copy of this notice to the new owner.				1,937.24	
Mill reduction due to sales tax roll back							5.514	
Actual millage set by county officials							2.757	
Tax savings due to sales tax rollback							2.757	
							<b>DATE DUE</b>	
							12/20/2023	

PLEASE DETACH HERE AND RETURN THIS PORTION, MAKING SURE THAT OUR RETURN ADDRESS APPEARS THROUGH THE WINDOW IN THE ENVELOPE PRIOR TO SEALING

SEARLES FOUNDATION AFFORDABLE  
 HOUSING  
 LAND FUND LLC  
 4182 WESTCHESTER TRACE  
 ROSWELL, GA 30075

-- If this address is incorrect, please write the correct address on this portion.



2023026743

Rita Newton  
 Fannin County Tax Commissioner  
 400 W Main St, Ste 103  
 Blue Ridge, GA 30513-8593



**PAYMENT INSTRUCTIONS**

Please Make Check or Money Order Payable to:  
**Fannin County Tax Commissioner**

- Please write the bill number(s) on your check
- If a receipt is desired, please include a stamped, self-addressed envelope.
- If taxes are to be paid by a mortgage company, send them this portion only.
- If you are paying after the due date, please call our office for the full amount due.
- Interest on unpaid tax bills is applied in compliance with GA Code 48-2-40.
- Penalty on unpaid tax bills is applied in compliance with GA Code 48-2-44.

Bill Number	Map Number	Tax Amount
026743	BR03 033	1,937.24
<b>DATE DUE</b>		<b>TOTAL DUE</b>
12/20/2023		1,937.24



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

**BEVERLY J. SEARLES FOUNDATION, INC.**  
1205 JOHNSON FERRY RD, SUITE 136 #458  
MARIETTA, GA 30068

SIGNATURE BANK OF GEORGIA  
SANDY SPRINGS, GA 30328

64-2061/611 5303

DATE 10/4/2023

PAY TO THE ORDER OF Fannin County Tax Commissioner

\$\*\*1,937.24

One Thousand Nine Hundred Thirty-Seven and 24/100..... DOLLARS

Fannin County Tax Commissioner  
Rita Newton  
400 W. Main St., Suite 103  
Blue Ridge, GA 30513-8593



*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

MEMO

Prop Taxes 8-2 LL315,316 DB1089-154 Bill #026743

ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

⑈005303⑈ ⑆06⑆⑆206⑆5⑆ ⑆00⑆⑆257⑈

**BEVERLY J. SEARLES FOUNDATION, INC.**  
Fannin County Tax Commissioner

10/4/2023

5303

Prop Taxes 8-2 LL315,316 DB1089-154 Bill #026743

1,937.24

Signature Bank-Ckg# Prop Taxes 8-2 LL315,316 DB1089-154 Bill #02

1,937.24

**BEVERLY J. SEARLES FOUNDATION, INC.**  
Fannin County Tax Commissioner

10/4/2023

5303

Prop Taxes 8-2 LL315,316 DB1089-154 Bill #026743

1,937.24

Signature Bank-Ckg# Prop Taxes 8-2 LL315,316 DB1089-154 Bill #02

1,937.24

Rita Newton  
 Fannin County Tax Commissioner  
 400 W Main St, Ste 103  
 Blue Ridge, GA 30513-8593  
 706-632-2645



**IMPORTANT NOTICES**

Transmit your 2023 Ad Valorem Tax Bills for property you own in Fannin County, Georgia, by January 31, 2023. This bill must be paid by 12/20/2023 to avoid penalties and penalty charges. Interest on unpaid tax bills is applied to you in compliance with GA Code 48-2-40. Penalty on unpaid tax bills is applied to you in compliance with GA Code 48-2-44. In addition, the regular bi-monthly assessment (48-2-44, 48-2-45) homeowners' contact orders, penalties and interest on additional extensions in compliance with GA Code 48-2-56. For more information on property and the proper method of paying, you may contact the Tax Assessor's Office.

Please note that your Tax Commissioner is responsible for the value of all parcels and is not responsible for the value on your bill. Millage Rate 10% Tax 4% can be by mail in person, or on our website at [www.fannincountyga.com](http://www.fannincountyga.com).

Thank you for the privilege to serve as your Tax Commissioner.

RETURN SERVICE REQUESTED



AUTO\*\*S-DIGIT 30075 5390 1 AV 0.495

SEARLES FOUNDATION AFFORDABLE  
 HOUSING  
 LAND FUND LLC  
 4182 WESTCHESTER TRACE  
 ROSWELL, GA 30075

**2023 State, County, & School Ad Valorem Tax Notice**

Bill No.	Property Description	Map Number	Fair Mkt Value	Assessed Value	Exempt Value	Taxable Value	Millage Rate	Tax Amount
026744	8-2 LL316 DB1089-154* 3.00ACS	BR03 034	300,000	120,000	0	120,000	10.196	1,223.52
<b>Important Messages - Please Read</b>							<b>TOTAL OF BILLS BY TAX TYPE</b>	
Search, View, Pay Taxes at <a href="http://www.fannincountytax.com">www.fannincountytax.com</a>							County M&O	330.84
							School M&O	892.68
<b>Local Option Sales Tax Information</b>			<b>NOTICE</b>				<b>TOTAL DUE</b>	1,223.52
Mills required to produce county budget			State law requires all bills be sent to the January 1 owner. If a property listed on this notice has been sold, please forward this notice or a copy of this notice to the new owner.				<b>DATE DUE</b>	12/20/2023
Mill reduction due to sales tax roll back								
Actual millage set by county officials								
Tax savings due to sales tax rollback								

PLEASE DETACH HERE AND RETURN THIS PORTION, MAKING SURE THAT OUR RETURN ADDRESS APPEARS THROUGH THE WINDOW IN THE ENVELOPE PRIOR TO SEALING.

SEARLES FOUNDATION AFFORDABLE  
 HOUSING  
 LAND FUND LLC  
 4182 WESTCHESTER TRACE  
 ROSWELL, GA 30075

--If this address is incorrect, please write the correct address on this portion.



2023026744

**PAYMENT INSTRUCTIONS**

Please Make Check or Money Order Payable to:  
**Fannin County Tax Commissioner**

- Please write the bill number(s) on your check
- If a receipt is desired, please include a stamped, self-addressed envelope.
- If taxes are to be paid by a mortgage company, send them this portion only.
- If you are paying after the due date, please call our office for the full amount due.
- Interest on unpaid tax bills is applied in compliance with GA Code 48-2-40.
- Penalty on unpaid tax bills is applied in compliance with GA Code 48-2-44.

Bill Number	Map Number	Tax Amount
026744	BR03 034	1,223.52
<b>DATE DUE</b>		<b>TOTAL DUE</b>
12/20/2023		1,223.52



Rita Newton  
 Fannin County Tax Commissioner  
 400 W Main St, Ste 103  
 Blue Ridge, GA 30513-8593

January 4, 2024

RE: Letter of Intent for Minimum Unit Size and Height Variances and Request for Inclusion into the Record – **Resubmission After Calculation of Roof Peak Measurement**

My Client: Beverly J. Searles Foundation

On behalf of my client, the Beverly J. Searles Foundation and Searles Foundation Affordable Housing Land Fund LLC (“BJS”), please allow this letter to serve as the letter of intent and request for inclusion into the record for a minimum unit size and height variances for tax parcel ID numbers BR03033 and BR03034 referred to herein as the “Property.”

Further, please consider this letter as a follow-up or resubmission of my client’s initial variance request submitted in October 2023, to comply with certain roof peak measurements.

Previously, my client sought a minimum unit size variance for the Property to comply with the Georgia Department of Community Affairs’ (“DCA”) minimum unit size requirements. Since the time my client’s initial variance application was submitted, the City of Blue Ridge has made certain calculations concerning the peak of the Property’s roof. In order to comply with the City’s roof peak calculations, as well as continue to develop the Property in a manner consistent with the initial variance request, BJS now requests a height variance of 45 feet.

This variance is 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 Fair Housing Act. Additionally, and as stated in the letter from FEMA attached hereto, the flood plain map concerning the Property has been revised. Withholding this variance would place an undue hardship on my client’s ability to develop the Property in a manner that is economically sustainable and consistent with the density allowances afforded by the City in this zoning district.

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 and the Board of Appeals (collectively referred to as the “City of Blue Ridge” or the “City”) the opportunity to do the right thing by granting the requested variance. 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 councilmembers’ conduct and correspondence reflects a general disdain for the Property, BJS, and affordable housing in the City of Blue Ridge, which has potentially subjected the City to significant liability. All citizens deserve access to housing, and not just affluent citizens. 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 variance to move forward. Out of an abundance of caution, I have listed the notices below to avoid waiving my client’s rights.

Again, we thank the City for their time and consideration of this requested variance.

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 or imposes minimum square footage requirements on the Property 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 development or enforce the minimum square foot size 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 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 applicant meets the criteria for the variance requested. Giving the benefit to the applicant, the applicant 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 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.

### 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 is no rational reason to treat this property differently than the existing property. 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

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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 BJS intends to defend of its rights and the rights of its prospective tenants. Discrimination under the Fair Housing Act applies even for unintentional discrimination. Likewise, a denial of this application results in a disparate impact in violation of 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. In addition, to the extent that City of Blue Ridge has failed to maintain adequate records of its legislative or zoning decisions, the City has violated procedural due process.

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). Any opponents to the varaince do not meet the substantial interest-aggrieved citizen test and therefore do not have standing to contest the varaince 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

February 8, 2024

Page 8 of 8

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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 i regarding the rezoning and variance process, 3) a certified copy of the zoning map for this Property, 4) a certified copy of the ordinance or minutes adopting the zoning map for this Property, including all attachments, 5) a certified copy of the minutes of the meeting adopting the zoning ordinance and/or the zoning map applicable to the Property, 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 or any zoning decision relating to the Property, 7) a certified copy of the Comprehensive Plan, and 8) a certified copy of all responses to open records requests requested by BJS, the undersigned's law firm, or an affiliate within the past year.

Emily Macheski-Preston

EMP/



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.<sup>1</sup> 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

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<sup>1</sup> 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.



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.

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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:

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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.**

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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. *Shoemaker v. Woodland Equities, Inc.*, 252 Ga. 389, 392, 313 S.E.2d 689, 691 (1984). In *Shoemaker 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 Ridge 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 varaince do not meet the substantial interest-aggrieved citizen test and therefore do not have standing to contest the varaince 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.



## 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

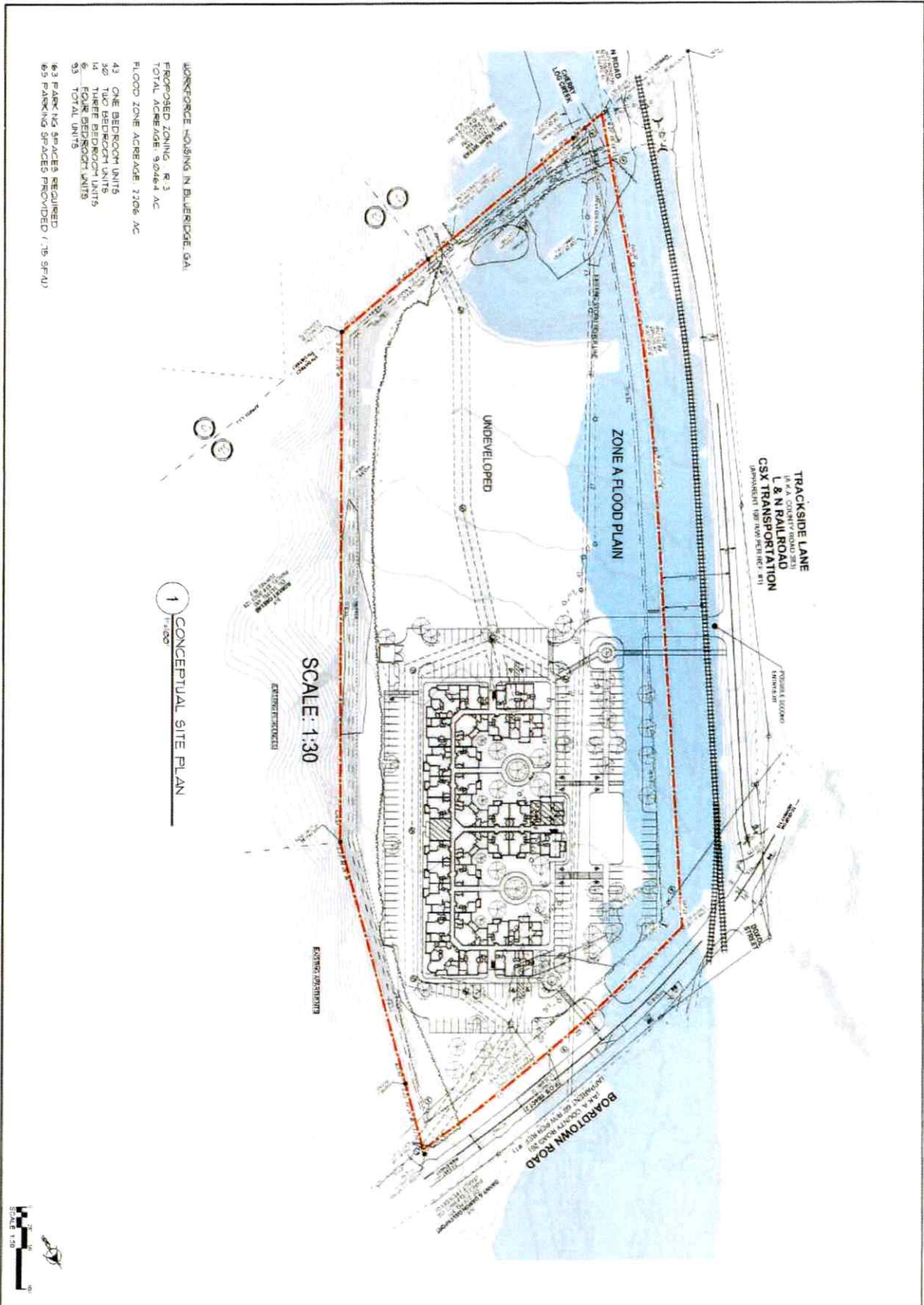
# MAGNOLIA PLACE

BLUE RIDGE, GA



1 PROPOSED BUILDING ELEVATION  
N/S





WORKSPACE HOUSING IN BLUE RIDGE, GA  
 PROPOSED ZONING: R-3  
 TOTAL ACREAGE: 90,464 AC  
 FLOOD ZONE ACREAGE: 7,206 AC

43 ONE BEDROOM UNITS  
 362 TWO BEDROOM UNITS  
 14 THREE BEDROOM UNITS  
 6 FOUR BEDROOM UNITS  
 93 TOTAL UNITS

6.3 PARKING SPACES REQUIRED  
 6.5 PARKING SPACES PROVIDED (7% SFAD)

1 CONCEPTUAL SITE PLAN  
 1/20

SCALE: 1:30



MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.  
 25 CHURCH STREET SUITE 300 DECATUR, GEORGIA 30030-3329 404-377-2800

MAGNOLIA PLACE  
 BLUE RIDGE, GA

REV#	DESCRIPTION
2023-055	
1/16/2024	
ISSUED	





**WALL LEGEND**

- 1. 1/2" CMU
- 2. 1/2" CMU WITH REINFORCING BARS
- 3. 1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING
- 4. 1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK
- 5. 1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING
- 6. 1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING

**UNIT LABELING LEGEND**

- 1. UNIT NUMBER
- 2. UNIT TYPE
- 3. UNIT SIZE
- 4. UNIT AREA
- 5. UNIT PERCENTAGE
- 6. UNIT PERCENTAGE
- 7. UNIT PERCENTAGE
- 8. UNIT PERCENTAGE
- 9. UNIT PERCENTAGE
- 10. UNIT PERCENTAGE

**UNIT KEY NOTES**

- 1. ALL UNIT TYPES SHALL BE CONSTRUCTION TYPE III.
- 2. ALL UNIT TYPES SHALL BE CONSTRUCTION TYPE III.
- 3. ALL UNIT TYPES SHALL BE CONSTRUCTION TYPE III.
- 4. ALL UNIT TYPES SHALL BE CONSTRUCTION TYPE III.
- 5. ALL UNIT TYPES SHALL BE CONSTRUCTION TYPE III.
- 6. ALL UNIT TYPES SHALL BE CONSTRUCTION TYPE III.
- 7. ALL UNIT TYPES SHALL BE CONSTRUCTION TYPE III.
- 8. ALL UNIT TYPES SHALL BE CONSTRUCTION TYPE III.
- 9. ALL UNIT TYPES SHALL BE CONSTRUCTION TYPE III.
- 10. ALL UNIT TYPES SHALL BE CONSTRUCTION TYPE III.

**TYPE 'M' - GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

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5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

**PROJECT SYMBOLS**

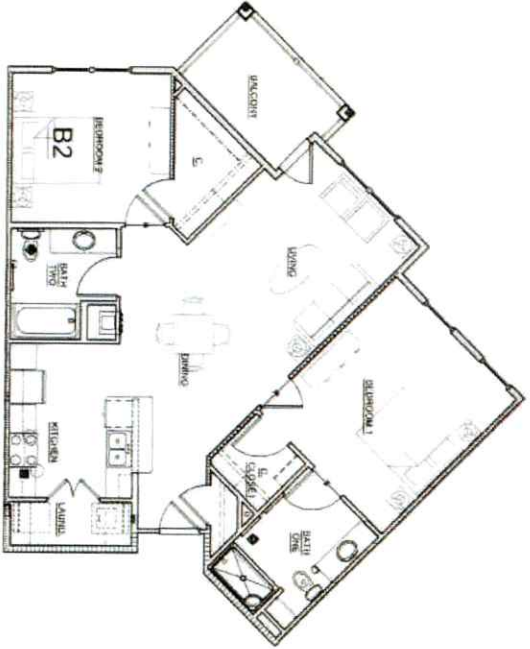
- 1. UNIT NUMBER
- 2. UNIT TYPE
- 3. UNIT SIZE
- 4. UNIT AREA
- 5. UNIT PERCENTAGE
- 6. UNIT PERCENTAGE
- 7. UNIT PERCENTAGE
- 8. UNIT PERCENTAGE
- 9. UNIT PERCENTAGE
- 10. UNIT PERCENTAGE



1 ONE BEDROOM UNIT A1



2 TWO BEDROOM UNIT B2



3 TWO BEDROOM UNIT B2



A21



MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.  
 25 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-375-2800

MAGNOLIA PLACE  
 BLUE RIDGE, GA

UNIT FLOOR PLAN

DATE	2021
BY	RS
DATE	12/27/2023
SCALE	AS SHOWN
DR	DC

# MAGNOLIA PLACE

BLUE RIDGE, GA



1 PROPOSED BUILDING ELEVATION  
MS





**Eric Soroka**

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**From:** Eric Soroka  
**Sent:** Thursday, February 8, 2024 12:34 PM  
**To:** Ethan Calhoun  
**Cc:** cconerly@smithconerly.com; Rhonda Haight  
**Subject:** Revised Seales Foundation Variance Application.pdf  
**Attachments:** Revised Seales Foundation Variance Application

Attached for your review and recommendation is a Variance Application filed on behalf of the Beverly Searles Foundation for R-3 property located at Boardtown Road parcel ID BRO3033, relating to the following requests:

- Minimum Unit Size – Code requires 1,000 sf. Applicant is requesting efficiently unit at 450 sf, one bedroom at 650 sf and two bedroom at 850 sf.
- Height – code requires in R-3 zoning 30 feet. Applicant is requesting 45 feet. A variance of 15 feet.

In order to have this matter on the City Council Meeting agenda of March 19, I would need your recommendation by March 5.

Thank you for your assistance in this matter.

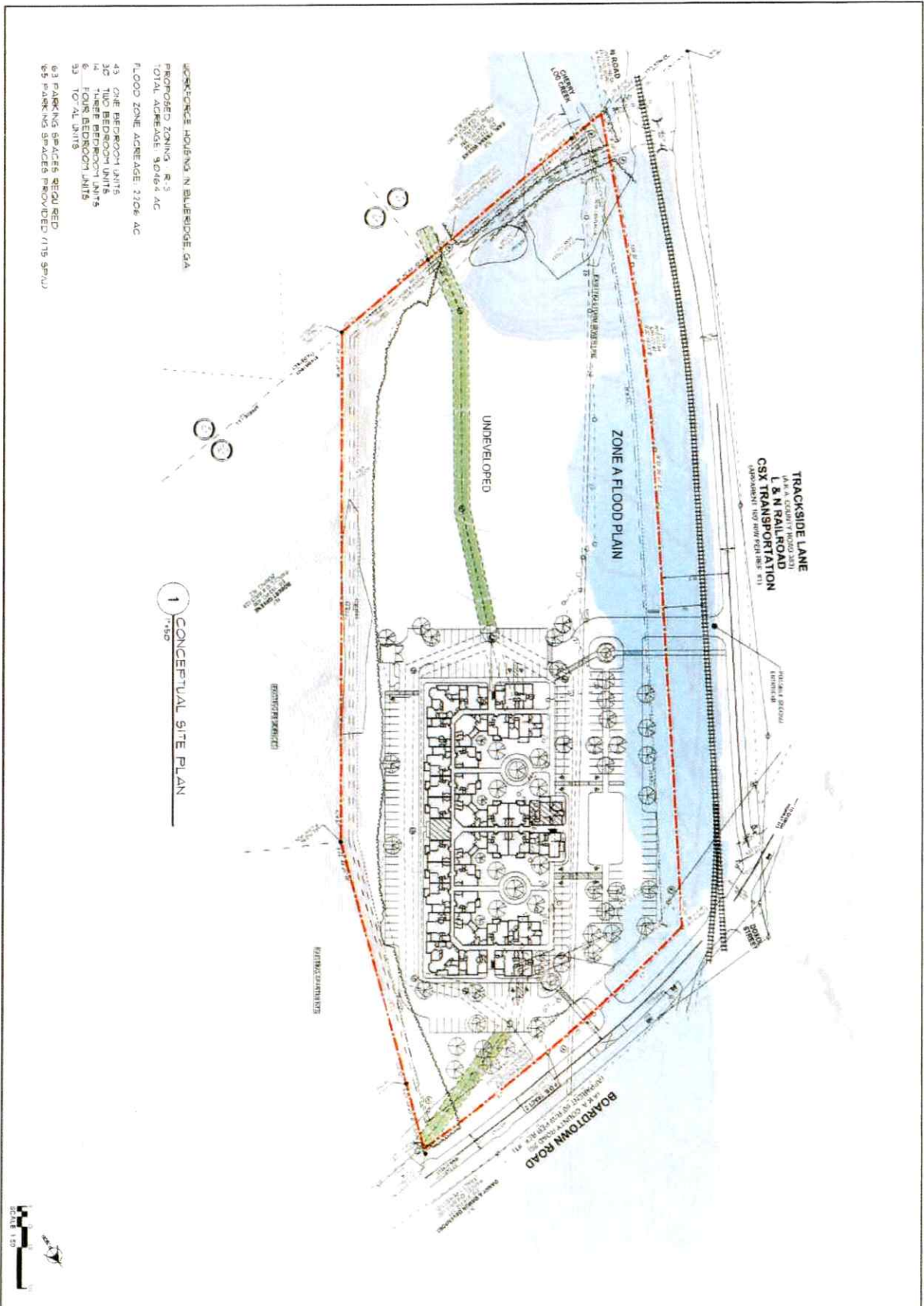
Please let me know if you need further information or if you have any questions.

Eric M. Soroka  
Zoning Administrator  
City of Blue Ridge  
480 West First Street  
Blue Ridge, Ga 30513  
706-632-2091

*Need Ad Feb 28  
Post Sign on Prop  
March 19*







WORKFORCE HOUSING IN BLUE RIDGE, GA.  
 PROPOSED ZONING: R-3  
 TOTAL ACREAGE: 3046.4 AC  
 FLOOD ZONE ACREAGE: 2126 AC

- 43 ONE BEDROOM UNITS
- 30 TWO BEDROOM UNITS
- 14 THREE BEDROOM UNITS
- 32 FOUR BEDROOM UNITS
- 33 TOTAL UNITS

63 PARKING SPACES REQUIRED  
 65 PARKING SPACES PROVIDED (115 SP/100)

1 CONCEPTUAL SITE PLAN  
 7/15/20



CSP1



MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.  
 215 CHURCH STREET SUITE 200 DECATUR, GEORGIA 30030-7075 404-671-2000  
 MAGNOLIA PLACE  
 BLUE RIDGE, GA



PROJECT	7/27/23-07/25	DATE	
DATE	7/27/23	BY	MARTIN RILEY
SCALE	1" = 100'		

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**

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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 A. Harding  
Witness  
W. L. Pierce

Notary Public

My commission expires: ~~2025~~  
FRANCIS B. HARDWICK  
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, 8<sup>th</sup> District, 2<sup>nd</sup> 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.

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME WLP PROPERTIES, LLC				Exempt Code If no exempt code enter NONE	Deed Confirming Title Already Vested
MAILING ADDRESS (STREET & NUMBER) 2860 Bakers Farm Rd				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Atlanta, GA 30339 USA		DATE OF SALE 1/31/2022		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B - BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME SEARLES FOUNDATION AFFORDABLE HOUSING LAND FUND, LLC				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 4182 Westchester Trace				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Roswell, GA 30075 USA		Check Buyers intended Use ( ) Residential ( ) Commercial ( ) Agricultural ( ) Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$0.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 285A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY FANNIN		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER BRO3 033 AND BRO3 034	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 8th	ACRES 9.0874	LAND LOT 316	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

**ADDITIONAL BUYERS**

None

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 8<sup>th</sup> District, 2<sup>nd</sup> 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

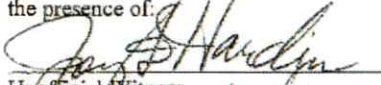


subsequent taxes and assessments for prior years due to change in land usage or ownership, and any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances").

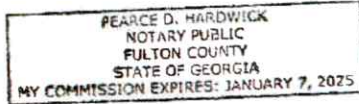
AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise; provided, however, that Grantor's conveyance of the Property and Grantor's warranties of title contained in this Deed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

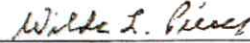
By:   
Print Name: Wilds L. Pierce  
Title: Its Manager

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 8<sup>th</sup> District, 2<sup>nd</sup> 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 8<sup>th</sup> District, 2<sup>nd</sup> 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 Linc S. Bishop and Associates dated January 27, 2009.



SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME WLP PROPERTIES, LLC				Exempt Code If no exempt code enter NONE NONE	
MAILING ADDRESS (STREET & NUMBER) 2860 Bakers Farm Road				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown \$875,000.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Atlanta, GA 30339 USA		DATE OF SALE 1/31/2022		1A. Estimated fair market value of Real and Personal property \$0.00	
SECTION B - BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only \$0.00	
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME SEARLES FOUNDATION AFFORDABLE HOUSING LAND FUND, LLC				3. Amount of liens and encumbrances not removed by transfer \$0.00	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 4182 Westchester Trace				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3) \$875,000.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Roswell, GA 30075 USA		Check Buyers Intended Use <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Agricultural <input type="checkbox"/> Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00) \$875.00	
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY FANNIN		CITY (IF APPLICABLE)		MAP & PARCEL NUMBER BRO3 033 AND BRO3 034	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 8th	ACRES	LAND LOT 316	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE		PLAT BOOK	PLAT PAGE

**ADDITIONAL BUYERS**  
None

**ALTRANS 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 land described in this plat is situated in the 8th District, 2nd Section, Land Lot 316, City of Blue Ridge, Fannin County, Georgia. The land is bounded on the north by the right-of-way of the Georgia State Thruway, on the east by the right-of-way of Boardtown Road, on the south by the right-of-way of Tract 2, and on the west by the right-of-way of Tract 1. The land is divided into two tracts, Tract 1 and Tract 2, as shown on the site map. The total area of the land is 353,939 square feet, or 8.08714 acres. The land is owned by Sterling Bank, N.A. and First American Title Insurance Company.

**SURVEY NOTES**

This survey was conducted in accordance with the Georgia Surveying Code and the Georgia Code. The survey was conducted by TerraMark Land Surveying, Inc., a professional land surveying firm. The survey was conducted on the 15th day of August, 2023. The survey was conducted by the following surveyors: [List of Surveyors]. The survey was conducted in the presence of the following witnesses: [List of Witnesses]. The survey was conducted in accordance with the Georgia Surveying Code and the Georgia Code. The survey was conducted by TerraMark Land Surveying, Inc., a professional land surveying firm. The survey was conducted on the 15th day of August, 2023. The survey was conducted by the following surveyors: [List of Surveyors]. The survey was conducted in the presence of the following witnesses: [List of Witnesses].

**PROPERTY DESCRIPTION (TRACT 1)**

Tract 1 is a parcel of land situated in the 8th District, 2nd Section, Land Lot 316, City of Blue Ridge, Fannin County, Georgia. The land is bounded on the north by the right-of-way of the Georgia State Thruway, on the east by the right-of-way of Boardtown Road, on the south by the right-of-way of Tract 2, and on the west by the right-of-way of Tract 1. The land is divided into two tracts, Tract 1 and Tract 2, as shown on the site map. The total area of the land is 353,939 square feet, or 8.08714 acres. The land is owned by Sterling Bank, N.A. and First American Title Insurance Company.

**TITLE NOTES**

This survey was conducted in accordance with the Georgia Surveying Code and the Georgia Code. The survey was conducted by TerraMark Land Surveying, Inc., a professional land surveying firm. The survey was conducted on the 15th day of August, 2023. The survey was conducted by the following surveyors: [List of Surveyors]. The survey was conducted in the presence of the following witnesses: [List of Witnesses].



**SITE MAP**

PHOTO LOCATION AND DIRECTION



**PHOTO #1**



**PHOTO #2**



**PHOTO #3**



**PHOTO #4**

**PROPERTY DESCRIPTION (TRACT 2)**

Tract 2 is a parcel of land situated in the 8th District, 2nd Section, Land Lot 316, City of Blue Ridge, Fannin County, Georgia. The land is bounded on the north by the right-of-way of the Georgia State Thruway, on the east by the right-of-way of Boardtown Road, on the south by the right-of-way of Tract 2, and on the west by the right-of-way of Tract 1. The land is divided into two tracts, Tract 1 and Tract 2, as shown on the site map. The total area of the land is 353,939 square feet, or 8.08714 acres. The land is owned by Sterling Bank, N.A. and First American Title Insurance Company.

**SITE INFORMATION**

Client: Sterling Bank, N.A. and First American Title Insurance Company  
 Project: ALTRANS LAND TITLE SURVEY  
 Date: 8/15/23  
 Surveyor: [Name]  
 Witness: [Name]

**REFERENCE MATERIAL**

1. GEORGIA SURVEYING CODE  
 2. GEORGIA CODE  
 3. FANNIN COUNTY ZONING ORDINANCE  
 4. FANNIN COUNTY PLAT BOOK



**AREA TABLE**

TRACT 1: 116,091 SQ. FT. OR 2.6663 AC.  
 TRACT 2: 237,848 SQ. FT. OR 5.4208 AC.  
 OVERALL: 353,939 SQ. FT. OR 8.08714 AC.

**SPECIAL NOTES**

This survey was conducted in accordance with the Georgia Surveying Code and the Georgia Code. The survey was conducted by TerraMark Land Surveying, Inc., a professional land surveying firm. The survey was conducted on the 15th day of August, 2023. The survey was conducted by the following surveyors: [List of Surveyors]. The survey was conducted in the presence of the following witnesses: [List of Witnesses].

**SURVEYOR'S CERTIFICATE**

I, the undersigned, being a duly licensed and qualified land surveyor in the State of Georgia, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client, and that the same is in accordance with the Georgia Surveying Code and the Georgia Code.

**ALTRANS CERTIFICATE**

THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE GEORGIA SURVEYING CODE AND THE GEORGIA CODE. THE SURVEY WAS CONDUCTED BY TERRAMARK LAND SURVEYING, INC., A PROFESSIONAL LAND SURVEYING FIRM. THE SURVEY WAS CONDUCTED ON THE 15TH DAY OF AUGUST, 2023. THE SURVEY WAS CONDUCTED BY THE FOLLOWING SURVEYORS: [List of Surveyors]. THE SURVEY WAS CONDUCTED IN THE PRESENCE OF THE FOLLOWING WITNESSES: [List of Witnesses].

**TerraMark**  
 Professional Land Surveying  
 1200 South Perry Road  
 Marietta, Georgia 30066  
 Phone: (770) 431-1337  
 Fax: (770) 431-1387  
 www.terra-mark.com  
 C. A. GIBBONS

**ALTRANS 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

STREET NO. 12











City of Blue Ridge, Georgia  
Land Use Application: Report and Analysis

480 West First Street  
Blue Ridge, Georgia 30513

(706)632-2091  
www.cityofblueridgega.gov

**VARIANCE REQUEST**  
**Boardtown Road**  
**Tax Map Parcel BR03 033 and BR03 034**

**LOCATION:** Boardtown Road

**REQUEST:** Variance from the City of Blue Ridge Zoning Ordinance to reduce the minimum unit size from 1,000 square feet to 450 square feet and to increase building height maximum from 30' to 45'.

**APPLICANT:** Beverly J. Searles Foundation

**OWNER(S):** Searles Foundation Affordable Housing Land Fund, LLC

**LAND AREA:** Combined 9.5 acres

**PARCEL TAX MAP #s:** BR03 033 and BR03 034

Site Map



**PROPOSAL:**

Applicant is requesting variances from the *City of Blue Ridge Zoning Ordinance* to reduce the minimum unit size from 1,000 square feet to 450 square feet for efficiency units, 650 square feet for one-bedroom units, and 850 square feet for two-bedroom units. An additional variance is requested to increase the maximum allowed building height from 35' (feet) to 45'. The applicant states that the unit size variance is requested "comply with the Georgia Department of Community Affairs (DCA) minimum unit size requirements." Further, the applicant's letter of intent states that the height variance is necessary "in order to comply with the City's roof peak calculations, as well as continue to develop the property in a manner consistent with the initial variance request." See Exhibit B – Application with Letter of Intent and Exhibit A Sketch Plan.

**BACKGROUND:**

The subject site is currently an undeveloped (greenfield) site with frontages on both Tractside Lane and Boardtown Road located within the R-3 High Density Residential zoning district for the City of Blue Ridge. The applicant proposes to develop a 93-unit multifamily project on a combined 9.5 acres to consist of 43 one-bedroom units; 30 two-bedroom units; 14 three bedroom units; and 6 four bedroom units at a building height of 45'. Multifamily dwellings are permissible uses by right within the R3 zoning district.

The subject parcels are zoned R3 High Density Residential District and are surrounded by property with zoning ranging from Residential Agriculture to General Commercial. The R3 High Density Residential zoning district "is designated and intended for higher density residential, including townhomes, and multi-family (two attached dwelling units and up) and manufactured homes. As such, the provision of both public water and sewer is required to serve the uses allowed in this zoning district." City of Blue Ridge Zoning Ordinance Section 140-152.

Section 140-154 of the City of Blue Zoning Ordinance provides that multiple unit developments within the R3 district shall be limited to 30' in maximum height.

Section 140-17 establishes the minimum floor area for single family dwellings within the R3 zone at 1,000 sq ft. Floor area is defined in Section 140-04 as "the gross horizontal areas of all floors measured from the exterior walls of a building. Areas within a building used for parking, basements, cellars, unenclosed porches, or any space where floor to ceiling height less than six feet shall not be included in the gross floor area." Section 140-10 prohibits the construction of buildings except in conformity with minimum space requirements, including floor area.

#### **COMPREHENSIVE PLAN:**

The Georgia Department of Community Affairs website states that: One of the fundamental responsibilities of local government is planning and the preparation of plans. Planning is the word we use to describe how a community shapes and guides growth and development. Some people call this process "city planning," "urban planning," or sometimes "land use planning." The results of planning are contained in documents we call "comprehensive plans" or "growth management plans." Effective planning ensures that future development will occur where, when, and how the community and local government wants.

The Fannin County Joint Comprehensive Plan 2023-2027, which includes the City of Blue Ridge, adopts a vision statement, policies, and goals for land use and development within the City. The Plan's vision statement paints a picture of what the community desires to become, providing a complete description of the development patterns to be encouraged within the jurisdiction. Blue Ridge's vision statement reads as follows:

Blue Ridge will provide excellent lodging, dining, shopping, arts, and cultural experiences for visitors in the heart of Fannin County, the premier vacation destination in the North Georgia mountains. For visitors and residents alike, safety, good health, and friendliness are vital to our small-town way of life. We consider a diverse economy important to long-term economic prosperity and seek to promote industries and business that fit well with our size and terrain. We will protect the natural resources that draw people to this area, such as stable soil, clean water and fresh air, to the benefit of all. The government of Blue Ridge will run efficiently, using fiscal responsibility in providing services to its residents. We will continue to plan for the future and cooperate with the county and other government agencies to improve the quality of life in our city.

The Comprehensive Plan also includes community goals. Community Goals are intended to articulate a long-term strategy for creating the set of conditions judged, by the community, to be best suited to maximizing the collective wellbeing of its residents. The Community Goals element details the overarching concepts which should guide local day-to-day decision-making for five, ten, even twenty years into the future. Adopted goals within the Plan, which are applicable to this application, include:

- We will work to promote an adequate range of safe, affordable, and resource-efficient housing and lodging in Blue Ridge so that the members of our workforce can live in the community in which they work and visitors will have a range of accommodations from which to choose.
- We will carefully plan the expansion of infrastructure to enhance residential, commercial, and industrial development.

Adopted policies within the Plan, which are applicable to this application, include:

- Housing 1. Work with Chamber of Commerce to develop and advertise the unique character of Blue Ridge in terms of housing.

Adopted Needs and Opportunities within the Plan, which are applicable to this application, include:

- Although residents benefit from high housing property values, property taxes are high and the city is limited in its range of housing, with a lack of long-term rentals, affordable housing and workforce housing. The need or opportunity is to:
  - a. Apply for GICH program in partnership with Fannin County and other cities to develop local solutions to housing issues
  - b. Partner with private foundation to supply workforce housing

Adopted Work Program Activities for the City that are applicable to this application include:



1. Apply for GICH program in partnership with Fannin County and other cities to develop local solutions to housing issues.
2. Support application of private foundations to supply workforce housing
3. Strengthen zoning ordinances and enforcement of zoning regulations and land development regulations in residential neighborhoods.

The Future Land Use Map within the Comprehensive Plan depicts the location (typically parcel by parcel) of specific future land uses. The subject parcels of this request are designated Single Family Residential. "This land use category is comprised of dwellings occupied by one family."

The Plan's Community Work Program 2023-2027 indicates that the City will: Support applications of private foundations to supply workforce housing and strengthen zoning ordinances and enforcement of zoning regulations and land development regulations in residential zones to protect residential neighborhoods.

**COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):**

The subject site may be serviced by city utilities including water and sewer, public safety services.

**ENVIRONMENTAL:**

The subject property contains wetlands. The Fannin County Tax Assessor's maps show that a portion of the property lies within the 500-year flood areas and within the 100-year flood zone. Applicant's conceptual site plan submitted with the application indicates that 2.206 acres of the site lie within the flood zone. Issues and regulations regarding such must be resolved during the permitting phase.

**ANALYSIS:**

**I. VARIANCE ANALYSIS:**

A variance is generally defined as a minimal variation from the dimensional standards of the Zoning Ordinance, without changing the underlying zoning or use standards, and which permits construction in a manner otherwise prohibited by the Zoning Ordinance. Section 140-638 of the City of Blue Ridge Zoning Ordinance provides for two types of variance relief: a hardship variance and a special exception variance.

**A. Hardship Variance.**

1. **Minimum Floor Area variance** to reduce the minimum unit size from 1,000 square feet to units of 450 sq ft (square feet) for efficiency units, 650 sq ft for one-bedroom units, and 850 sq ft for two-bedroom units.

Applicant's Letter of Intent states that this variance is sought to "comply with the Georgia Department of Community Affairs (CDA) minimum unit size requirements." The applicant does not note in its letter that these unit sizes are Architectural Standards required only for "projects receiving DCA resources for the construction of new and/or rehabilitation" projects". All new building construction within the State of Georgia must adhere to State Construction codes and local zoning regulations for minimum unit sizes and other regulations.

Section 140-639 provides that the city council may authorize such variances as will "not be contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of this chapter will, in an individual case, result in unnecessary hardship, so that the spirit of this chapter shall be observed, public safety and welfare secured, and substantial justice done. Hardship variances may only be granted to the extent necessary to alleviate such unnecessary hardship, and such variances shall not be granted merely for convenience to the applicant or to allow the applicant to gain advantage over similarly zoned properties."

Section 140-160 provides the standards for hardship variances after the public hearing, required by Section 140-641. "Hardship variances may be granted in such individual cases of unnecessary hardship upon a finding by the city council that:

(Language in bold is from the City of Blue Ridge Zoning Ordinance. Bulleted information that is not bolded are factors known to staff that may apply to the Ordinance criteria.)

- (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography.**

- a. No information is known to staff to support a finding of extraordinary and exceptional conditions of the subject property because of its size, shape, or topography.
- b. No information was given by applicant in its application regarding this criterion.

**(2) The application of this chapter to this particular piece of property would create an unnecessary hardship.**

- a. No information is known to staff to support an argument that literal enforcement of the provisions of this chapter will result in unnecessary hardship.
- b. Applicant's Letter of Intent submits that application of this chapter creates a Fair Housing violation and/or hardship that is economic in nature. No information is known to staff to support this finding; and a Fair Housing argument is beyond the scope of this request and analysis.

**3) Such conditions are peculiar to the particular piece of property involved; and**

- a. No information is known to staff to support an argument that the conditions necessitating this variance request are peculiar to the subject properties.
- b. No information was given by applicant in its application regarding this criterion.

**4) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this chapter.**

- a. There is no information regarding this application's effect to the public good which give supporting grounds for either approval or disapproval.

**B. Special Exception Variance: Building Height increase from 30 ft to 45 ft.**

Section 140-154 limits building height in the R3 zone to 30 feet.

Applicant's Letter of Intent states that "in order to comply with the City's roof peak calculations, as well as continue to develop the Property in a manner consistent with the initial variance request, BJS now requests a height variance of 45 feet." Staff understands this to mean that the height variance is necessitated by the preferred design and unit size being sought by Applicant in the hardship variance.

Section 140-642 (a)(3) of the City of Blue Ridge's Zoning Ordinance requires City Council to hear and decide special exception variances from maximum building height.

Building height of is defined by Sec 140-4 as "the highest point of a building when measured from the lowest point at which the foundation intersects the ground. Building height shall not apply to minor vertical projections of a parent building including chimneys, flagpoles, flues, spire, steeples, belfries, and cupolas." Section 140-9 prohibits the erection, conversion, enlargement, reconstruction, move or structural alteration of any building exceeding the height limit established for the district in which such building is located.

A special exception variance may be granted upon finding that the relief, if granted: (Language in bold is from the City of Blue Ridge Zoning Ordinance. Bulleted information that is not bolded are factors known to staff that may apply to the Ordinance criteria.)

**(1) Would not cause substantial detriment to the public good; and**

- a. There is no information regarding this application's effect to the public good which give supporting grounds for either approval or disapproval.

**(2) Would not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity; and**

- a. There is no information known to staff regarding this criterion which give supporting grounds for either approval or disapproval.

**(3) Would not diminish and impair property values within the surrounding neighborhood; and**

- a. There is no information known to staff regarding this criterion which give supporting grounds for either approval or disapproval.

**(4) Would not impact the purpose and intent of the Code**

- a. There is no information known to staff regarding this criterion which give supporting grounds for either approval or disapproval.
- b. Variances granted for convenience sake negatively impact the purposes and intent of the Zoning Ordinance.

Sec 140-62 (c) provide that in no case shall a special exception variance be granted from the conditions of approval imposed on a property through a zoning change granted by the city council. No conditions of zoning were reflected in the 2022 Council minutes adopting the zoning of these subject parcels.

**STAFF RECOMMENDATION:**

- I. Hardship Variance for Minimum Dwelling Unit Size: Staff recommends that Council make findings of fact that there are no extraordinary and exceptional conditions pertaining to the subject properties because of their size, shape or topography that are peculiar to the subject properties that would create an unnecessary hardship and deny the request on these grounds.
- II. Special Exception Variance for Height increase: Staff recommends that Council make a finding of fact that this request serves only the applicant's convenience and that variances allowed for the sake of convenience negatively impairs the purpose and intents of the Code and deny the request.

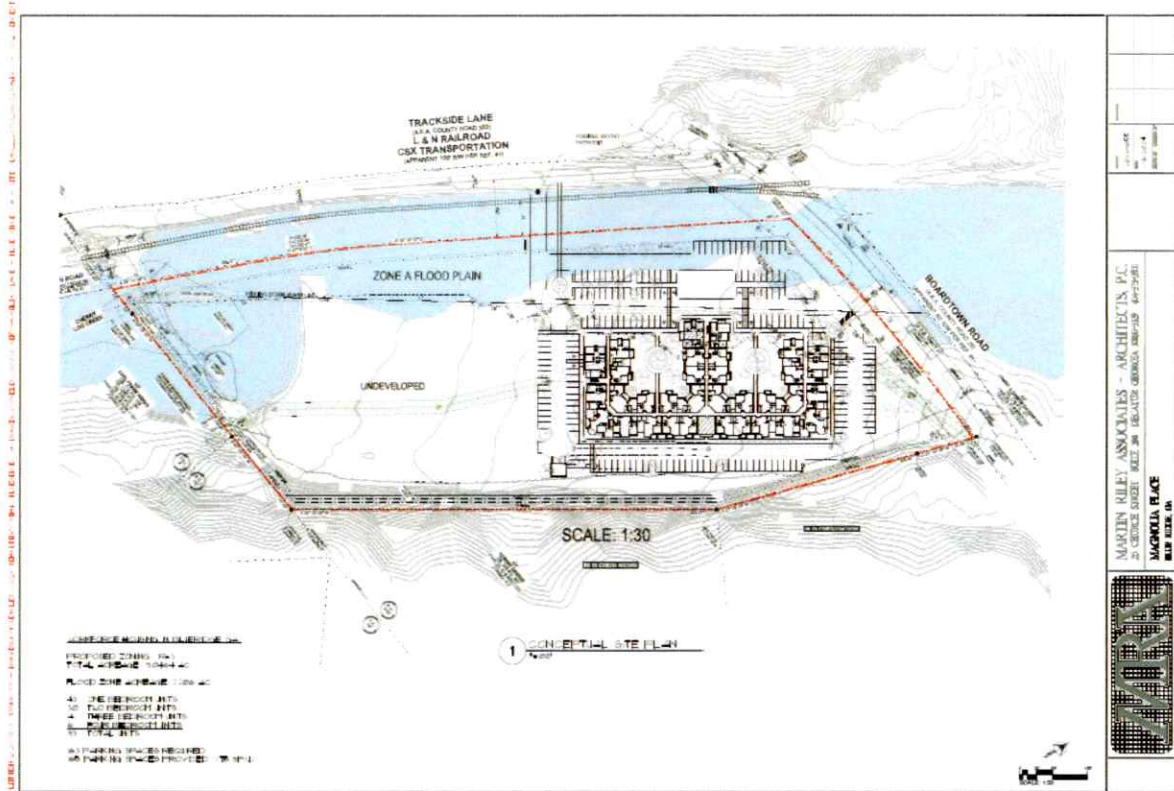
**In the event that Council approves one or both request, Staff make the following recommendations for any approval:**

1. Any extensions and /or expansions required of the City's water and wastewater utilities necessitated by the permitting of this project shall be constructed by the Applicant, at Applicant's expense, to City of Blue Ridge specifications and for its acceptance. City of Blue Ridge must approval engineering plans prior to the beginning of construction, at any amendment, and inspect construction at appropriate intervals.

*(Please note: Unless otherwise stated in any formal motion by City Council, staff considers the conceptual site plan (Exhibit B) submitted on behalf of the applicant for this request to be illustrative only. Approval of the application does not constitute approval of any final building or*



**EXHIBIT A: CONCEPTUAL SITE PLAN**



**RESOLUTION NO. BR2024-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA GRANTING A VARIANCE FROM SECTION 140-132 ("AREA, YARD AND HEIGHT REGULATIONS") OF THE CODE OF ORDINANCES OF THE CITY OF BLUE RIDGE GEORGIA TO MEASURE THE REQUIRED FRONT SETBACK FROM THE ROAD RATHER THAN THE PROPERTY LINE FOR THE PROPERTY CONSISTING OF APPROXIMATELY 30,000 SQUARE FEET LOCATED ALONG MCKINNEY STREET AND IDENTIFIED AS TAX PARCEL BR02 039.**

**WHEREAS**, Mark C. Sims and Jennifer F. Sims (collectively, the "Applicant") own approximately 30,000 square feet of land located along McKinney Street and being identified as Tax Parcel BR02 039 (the "Property"); and

**WHEREAS**, the Property is currently zoned R-2 ("Medium-Density Residential"); and

**WHEREAS**, the Applicant is requesting a variance for the Property from Section 140-132 ("Area, yard and height regulations") of the Code of Ordinances of the City of Blue Ridge Georgia ("Code") to measure the required front setback from the road rather than the property line; and

**WHEREAS**, following proper notice, the City Council held a public hearing as provided by law; and

**WHEREAS**, the City Council finds the application meets the criteria set forth in the Code for the approval of variances.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of Blue Ridge that:

**Section 1.** The application for a variance for the Property from Section 140-132 (“Area, yard and height regulations”) of the Code is approved, subject to the following condition:

The front setback shall be ten feet (10') from the right-of-way (not the edge of pavement).

**Section 2.** The City is authorized to cause the issuance of permits in accordance with the approvals herein provided and to indicate such approvals upon the records of the City.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Councilmember Angie Arp	_____
Councilmember Jack Taylor	_____
Councilmember Christy Kay	_____
Councilmember Bill Bivins	_____
Councilmember William Whaley	_____

PASSED AND ADOPTED this \_\_\_ day of May, 2024.

\_\_\_\_\_  
RHONDA HAIGHT, MAYOR

ATTEST:

\_\_\_\_\_  
AMY MINTZ  
CITY CLERK





City of Blue Ridge, Georgia  
Land Use Application: Report and Analysis

480 West First Street  
Blue Ridge, Georgia 30513

(706)632-2091  
www.cityofblueridgega.gov

**VARIANCE REQUEST**  
**Tax Map Parcel**

**LOCATION:** McKinney Street  
**APPLICANT:** Mark Sims  
**OWNER(S):** Mark and Jennifer Sims  
**LAND AREA:** 30,000 square feet  
**PARCEL TAX MAP #s:** BRO2 039  
**REQUEST:** Reduce Front Setback



**PROPOSAL:**

The applicant is requesting variances from the *City of Blue Ridge Zoning Ordinance* Section 140-132 minimum front setback in the R2 Medium Density Residential Zoning District to measure the 25-foot setback "from the road rather than the property line"; or in the alternative to reduce the front setback for the subject property to zero feet (0').

(See **Exhibit A** – Location Map, **Exhibit B** – Sketch Plan)

**BACKGROUND:**

The subject site is an undeveloped lot of 30,000 square feet (or about 2/3 of an acre) with 240 feet of frontage on McKinney Street and a lot depth of 125 feet.

**COMPREHENSIVE PLAN:**

The Georgia Department of Community Affairs' website states that: One of the fundamental responsibilities of local government is planning and the preparation of plans. Planning is the word we use to describe how a community shapes and guides growth and development. Some people call this process "city planning," "urban planning," or sometimes "land use planning." The results of planning are contained in documents we call "comprehensive plans" or "growth management plans." Effective planning ensures that future development will occur where, when, and how the community and local government wants.

The Fannin County Joint Comprehensive Plan 2023-2027, which includes the City of Blue Ridge, adopts a vision statement, policies, and goals for land use and development within the City. The Plan's vision statement that paints a picture of what the community desires to become, providing a complete description of the development patterns to be encouraged within the jurisdiction. Blue Ridge's Vision Statement reads as follows:

Blue Ridge will provide excellent lodging, dining, shopping, arts, and cultural experiences for visitors in the heart of Fannin County, the premier vacation destination in the North Georgia mountains. For visitors and residents alike, safety, good health, and friendliness are vital to our small-town way of life. We consider a diverse economy important to long-term economic prosperity and seek to promote industries and business that fit well with our size and terrain. We will protect the natural resources that draw people to this area, such as stable soil, clean water and fresh air, to the benefit of all. The government of Blue Ridge will run efficiently, using fiscal responsibility in providing services to its residents. We will continue to plan for the future and cooperate with the county and other government agencies to improve the quality of life in our city.



*City of Blue Ridge, Georgia*  
Land Use Application: Report and Analysis

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480 West First Street  
Blue Ridge, Georgia 30513

(706)632-2091  
www.cityofblueridgega.gov

Future Land Use Map depict the location (typically parcel by parcel) of specific future land uses. The subject parcels are located within the Single-Family Residential land use category. "This land use category is comprised of dwellings occupied by one family."

**ENVIRONMENTAL:**

The subject property. Issues and regulations regarding such must be resolved during the permitting phase.

**ANALYSIS:**

**I. VARIANCE ANALYSIS:**

A variance is generally defined as a minimal variation from the dimensional standards of the Zoning Ordinance, without changing the underlying zoning or use standards, and which permits construction in manner otherwise prohibited by the Zoning Ordinance. Section 140-638 of the City of Blue Ridge Zoning Ordinance provides for two types of variance relief: a hardship variance and a special exception variance.

Setback line is defined in Section 140-4 as that line which is the required minimum distance from the street right of way line or any other lot line that establishes the buildable area within which the principal structure must be erected or placed. See Figure 10: Yard.

Yard is defined as "an open space between a building or use and the adjoining lot lines, unoccupied and unobstructed by any structure or use from the ground upward, except as otherwise provided in this chapter. In measuring a yard for the purpose of determining the width of a side yard, the depth of a front yard, or the depth of a rear yard, the minimum distance between the lot line and the main building shall be used. See Figure 10: Yard.

Yard, front means a yard extending across the front of a lot between the side lot lines. On corner lots the front yard shall be considered as parallel to the street upon which the lot has its least dimension.

(Language in bold is from the City of Blue Ridge Zoning Ordinance. Bulleted information that is not bolded are factors known to staff that may apply to the Ordinance criteria.)

- (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography.**
  - Applicant's materials state "the reason for the request is that McKinney Street curves away from our property line near the telephone pole at the corner of McKinney and Chastain. We would like to position our home in that same area and would like to locate the house closer to the road which will allow additional yard area in the rear of the property. The property has a steep drop off in the rear which limits our yard size."
  - Staff finds nothing extraordinary or exceptional regarding the subject property's size, shape, or topography.
- (2) The application of this chapter to this particular piece of property would create an unnecessary hardship.**
  - a. Applicant argues that the curve in the road, placement of telephone pole, and steep drop off in the rear yard create the conditions meriting a finding of hardship. This is a finding of fact to be determined by Council.
- (3) Such conditions are peculiar to the particular piece of property involved; and**
  - a. Applicant's supporting materials state that the current setback is "46 feet off the edge of the asphalt of McKinney Street. The front property line is approximately 21 feet from the asphalt."
  - b. The public right of way, as shown on Applicant's sketch plan, is much wider than the 15' wide asphalt of McKinney Street.
- (4) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this chapter.**
  - a. No information is known to staff to approve or disprove this criterion.





*City of Blue Ridge, Georgia*  
Land Use Application: Report and Analysis

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**STAFF RECOMMENDATION:**

Staff recommends that Council make the following findings of fact:

- A. The width of right of way (not pavement) and the separation distance between right of way and the requested house location.
- B. Whether the size, shape or topography (front curve, rear drop off, utility pole, and /or right of way width) create extraordinary and exceptional conditions pertaining to the property that would create an unnecessary hardship if the 25' front setback requirement were applied to the subject property; and
- C. That granting of relief would not cause substantial detriment to the public good or impair the purposes and intents of this chapter.

If Council finds these conditions do create a hardship, then staff recommends approval of the variance request to ten feet (10") from the right of way (not edge of pavement).

If Council does not find these facts to create a hardship, then staff recommends denial of the variance request due to lack of a hardship demonstration as defined by the Zoning Ordinance.

*(Please note: Unless otherwise stated in any formal motion by City Council, staff considers the conceptual site plan (Exhibit B\_) submitted on behalf of the applicant for this request to be illustrative only. Approval of the application does not constitute approval of any final building permit application.*







## City of Blue Ridge - Variance Request – updated 3-29-24

McKinney Street Variance request

Mark and Jennifer Sims

Parcel BRO2 039

We are applying for a variance of the R2 front setback code, Sec. 140-132. The minimum front setback according to the R2 code is 25 feet from the front property line.

We are requesting that the front setback to be 25 feet from the road instead of from the property line.

The reason for the request is that McKinney Street curves away from our property line near the telephone pole at the corner of McKinney and Chastain. We would like to position our home in that same area and would like to locate the house closer to the road which will allow additional yard area in the rear of the property. The property has a steep drop off in the rear which limits our yard size.

If the request for the setback cannot be calculated from the road, then we ask that the variance be that the current front setback from the property line be reduced to 0 feet.

We had a surveyor mark the current setback and it is approximately 46 feet off the edge of the asphalt of McKinney Street.

The front property line is approximately 21 feet from the asphalt.

Thank you for your consideration.

Mark and Jennifer Sims

update  
delivered  
4-1-2024



## City of Blue Ridge - Variance Request

McKinney Street Variance request

Mark and Jennifer Sims

Parcel BRO2 039

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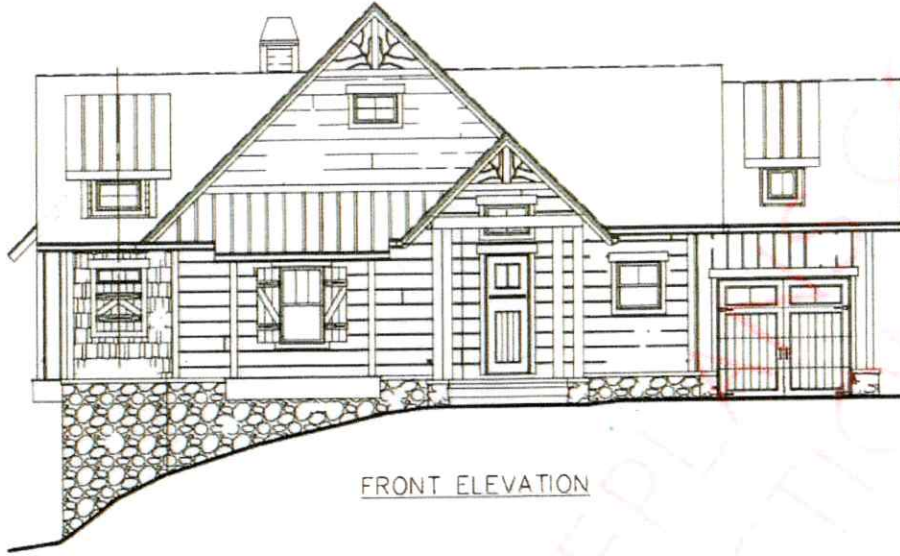
If the request for the setback cannot be calculated from the road, then we ask that the variance be that the current front set back from the property line be reduced to 10 feet.

Thank you for your consideration.

Mark and Jennifer Sims



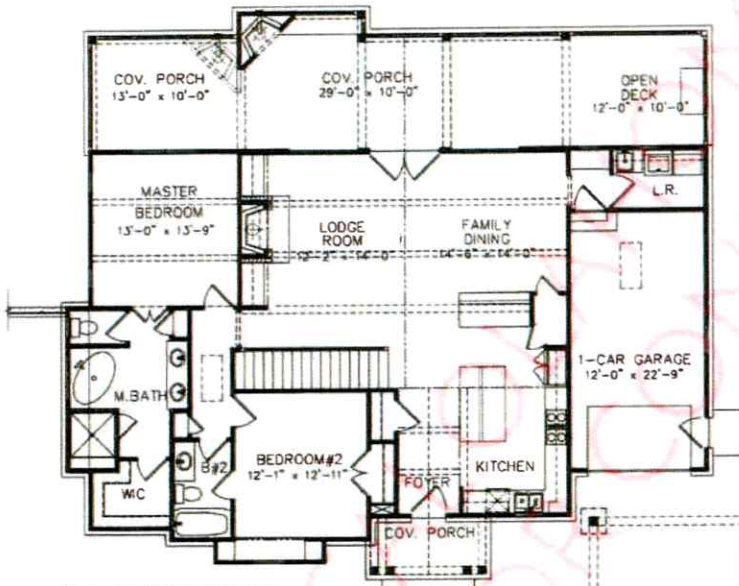




FRONT ELEVATION

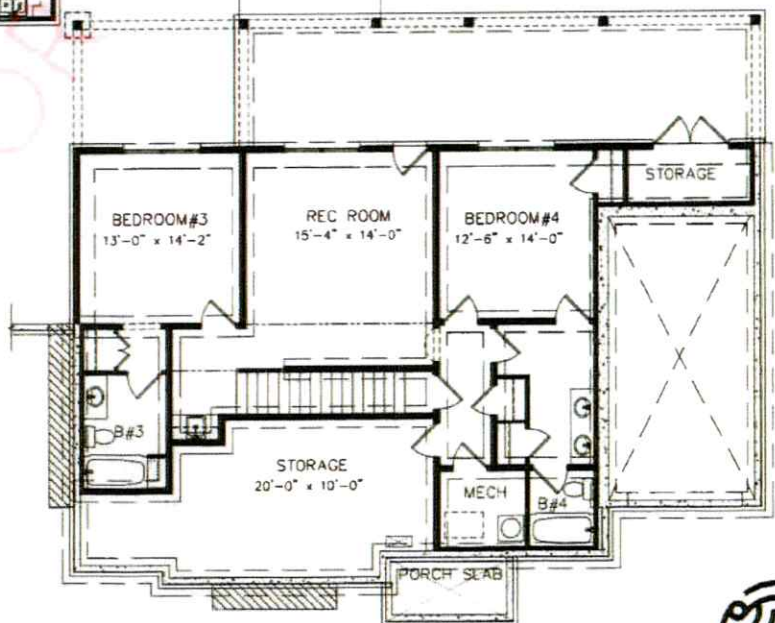
### STONEGAP BUNGALOW

PLAN #JHK18007 2593 SQ.FT.  
WIDTH ±56'-0"  
DEPTH ±49'-4"  
FOUNDATION: TERRACE



1st FLOOR PLAN  
1517 SQ. FT.  
GARAGE 273 SQ. FT.

TERRACE PLAN  
1076 SQ. FT.



ARTIST'S CONCEPTION MAY VARY FROM ACTUAL PLAN



James H. Klippel Residential Designs, LLC  
770.315.7524 | jhklippel@gmail.com  
www.jhkdesigns.com

JAMES H. KLIPPEL RESIDENTIAL DESIGNS, LLC





**Return recorded document to:**

Wilson Hamilton LLC  
589 Highland Crossing  
East Ellijay, GA 30540  
File No.: E-23-0131

**LIMITED WARRANTY DEED**

STATE OF Florida  
COUNTY OF Duval Co.

THIS INDENTURE is made March 10, 2023, between **Susan Jones Shulman** ("Grantor"), and **Mark C. Sims and Jennifer F. Sims** ("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 the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto Grantee, the following described property:

**TRACT 1:**

All that tract or parcel of land lying and being in the 8th District and 2nd Section of Fannin County, Georgia, and being a part of Land Lot No. 298, and being located in what is known as the Green addition to the City of Blue Ridge and being more specifically described as follows:

BEGINNING at the Southwest corner of the property conveyed, which point of beginning is South 18 degrees and 48 minutes West, a distance of 109.2 feet from the intersection of the center lines of Chastain Street and East Second Street; thence South 55 degrees and 30 minutes East a distance of 125 feet; thence North 34 degrees and 45 minutes East a distance of 235 feet; thence North 55 degrees and 30 minutes West a distance of 125 feet; thence South 34 degrees and 45 minutes West a distance of 235 feet to the point of beginning, said land bounded on the West by East Second Street and on the South by lands of William Lovell, on the East by Mrs. Irma Gilliam, L.B. Patterson and Claude McNally, and on the North by Mrs. A.M. Melton.

A survey and plat of the above described property, herein conveyed, was made on the

21st day of August, 1952. The aforesaid plat is recorded in Plat Book No. 2, Page 10, in the Office of the Clerk of the Superior Court of Fannin County, Georgia. The aforementioned plat is hereby made a part of this deed by reference thereto for a more complete description of the property herein conveyed.

TRACT 2:

All that tract or parcel of land lying and being in the 8th District, and 2nd Section of Fannin County, Georgia, and being part of Land Lot No. 298, and being part of the Green addition to the City of Blue Ridge, and known as parts of City Lots Nos. 12 and 13, according to a survey made by C.R. Walton, C.E., and bounded as follows:

BEGINNING at the hedge row at the North East corner of Lot 13 at McCollum property; thence a Southerly direction along lot Nos. 12 and 13, facing East Second Street to South East corner of Lot No. 12; 100 feet from the beginning corner; thence along the South line of Lot No. 12, a distance of 100 feet, to a conditional iron pin corner; thence North Parallel with East Second Street to North line of City Lot No. 13, to conditional iron pin corner at the lands of J. M. McCollum; thence along McCollum line 100 feet to the point of beginning.

There is located on the above described property one 6 (six) room house, that is generally referred to as the Smalley House.

For informational purposes only: Map Parcel No. BR02 039

TOGETHER WITH right of ingress, egress and utility easement along existing roads to the subject property; AND SUBJECT TO all existing easements, restrictions, reservations and rights of way of record.

*Chain of Title:* This being the same property as was conveyed to Grantor herein by Warranty Deed from Helen E. Jones Enterprises, LLC, acting by and through Jack E. Jones, Jr., as Executor of the Estate of Helen Virginia Elliott Jones dated February 7, 2013 and recorded in Book 1041, Page 480, Fannin County Records.

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

AND GRANTOR will warrant and forever defend the right and title to the above described property unto Grantee against the claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year above written.

Julia G. Thompson  
Official Witness

Susan Jones Shulman  
Susan Jones Shulman

[Signature]  
Notary Public





# CAT OF THE WEEK

## Empty the Shelter starts May 1



**Adoptable kitten**

The Humane Society of Blue Ridge cat of the week is Jasmine. She is a two-year-old female cat who is as beautiful as she is personable. She has a very easy-to-maintain coat that allows her to be groomed with just a grooming comb. She is very easy to maintain, as that allows her to be groomed for cuddling or playing with her. Jasmine always looks dressed to the nines. And look at her long and wonderful whiskers! Jasmine is a quiet girl who is happy to greet new people, and she gets along beautifully with her Adoption Center buddies. She is happy and outgoing, so she would make the perfect addition to a loving family. Jasmine would love to show you how wonderful she is, so visit her at the Adoption Center at 1711 Mineral Springs Road in Blue Ridge for more information about this little dog. Contact the Adoption Center at 706-639-4307. Open your heart and your home to Jasmine and you have a new best friend.

**Empty the Shelter** starts May 1. The Humane Society of Blue Ridge will be participating in the Empty the Shelter event on May 1 until May 15. This is a National Adoption Week that allows you to adopt a pet for \$10, usually \$125.

All of the animals are spayed/neutered, and we've vaccinated. They also have had their collar vaccinations and have been tested for heartworm.

If you are interested, visit the Adoption Center at 1711 Mineral Springs Road in Blue Ridge during the event.

Hours of operation are Monday to Saturday 9 a.m. to 5 p.m.

You can also visit their Facebook page for more information.

# ADOPT-A-PET

THESE DOGS ARE WAITING FOR A FOREVER HOME



**Adopt a pet will be held May 1-15**  
Frisco County Animal Control will be participating in the Adopt-A-Pet event, May 1 through May 15. Dogs will be available for adoption at a reduced rate of \$10. This includes spay/neuter, rabies vaccine, and microchip. Adoption fees include a one-year health guarantee.

**Retired Educators to hold meeting**  
The Frisco County Retired Educators will meet Wednesday, May 15 at 10 a.m. at the Circle K Restaurant. Teachers and teachers will be honored. The meeting will be open to any citizens from Frisco County. Refreshments will be provided.

**Summer meal fundraiser held**  
Grassy Hill Blue, located at 1145 East Main Street, Blue Ridge is having a fundraiser for the summer meal program. Saturday, May 11 from 12 p.m. until 4 p.m. The event provides meals for Frisco County children during the summer school vacation period. There will be a raffle for cash, book, music and a gift basket.

**St. Luke's concert held May 5**  
St. Luke's located at 7 Irving Street will hold a summer concert performance by the St. Luke's Chorus.

**Blue Ridge District and Writers**  
Every fourth Wednesday of the month, The Art Center, 1 p.m. Now writers are always welcome. Local Mary Drexler at [marydrexler@blue RidgeGA.com](mailto:marydrexler@blue RidgeGA.com).

**Blue Ridge Carvers Group**  
Every Tuesday from 6 p.m. until 8 p.m. The Blue Ridge Carvers meeting at The Art Center in Blue Ridge. Local John Thomas at [blueridgecarvers@gmail.com](mailto:blueridgecarvers@gmail.com).

**Blue Ridge Fibers Arts**  
Every Thursday at 7 p.m. The Blue Ridge Fibers Arts meeting at The Art Center. Local Betty Crockett at [blueridgefibers@gmail.com](mailto:blueridgefibers@gmail.com).

**Community meal offered Mondays**  
Every Monday from 12 p.m. until 12:30 p.m. Free United Methodist Church in Coppenhall at 146 Lyons Drive, Coppenhall. Meals are pick-up only. Call 623-245-2202 to order meals ahead.

**Stony Creek at Post Park Public Library**  
Every Monday at 7 p.m. Story time with a craft or activity for children in the community at Post Park Public Library in Blue Ridge. Call 623-245-8999.

**Frisco County Democratic Party**  
Every third Monday at 6 p.m. at the Frisco County Senior Center located at 910 West First Street, Blue Ridge.

**Musical Railroad at its best**  
Every Wednesday, Saturday, and Sunday starting at 9 a.m. at the Historic Mineral Railroad Depot. Visitors warmly invited from 9:30 a.m. until 11:30 a.m. Call 623-245-2014 to confirm.

**Mountain Patriots to hold meeting**  
The Mountain Patriots will meet Thursday, May 2, at the Senior Center in Blue Ridge. Malley Blythe, executive director of the Georgia Freedom Caucus, will be speaking about the new legislation passed this session. Dinner begins at 4 p.m. followed by an open house at 4:30 p.m.

**Carver's Support Group**  
Every second Thursday, a 2 p.m. in the conference room of the Church of Christ Church.

**Free Hot meals at Emma's Kitchen**  
Every Friday from 11 a.m. until 1 p.m. in the lower parish hall of Saint Andrew Catholic Church, 967 East Main Street, Blue Ridge. Take-out available. Information: 623-214-7388.

**Pauline's Ovarian exercise class**  
Every Sunday and Tuesday at 2 p.m. for a Parkinson's exercise class at Applegate Wellness and Rehabilitation at 117 Professional Road, Suite 2, in Blue Ridge. (for registration go to [www.applegatewellness.com](http://www.applegatewellness.com))

**Blue Ridge Carers Group**  
Every Tuesday from 6 p.m. until 8 p.m. The Blue Ridge Carers meeting at The Art Center in Blue Ridge. Local John Thomas at [blueridgecarers@gmail.com](mailto:blueridgecarers@gmail.com).

**Blue Ridge Drawing Group**  
Every third Wednesday of the month at 7 p.m. The Blue Ridge drawing group meeting at The Art Center. Email John Thomas at [blueridgecarers@gmail.com](mailto:blueridgecarers@gmail.com).

**Coppenhall 50MCC Girls/Boys Support Group**  
Every Monday from 6 p.m. until 8 p.m. for a Girls/Boys support group at the First United Methodist Church of Coppenhall, 146 Lyons Drive, from 6 p.m. until 8 p.m. Call the website at [www.coppenhall50mcc.org](http://www.coppenhall50mcc.org) or call 623-245-9011 to register.

**Blue Ridge Quilt Guild**  
Every third Thursday at 6 p.m. at the Blue Ridge Methodist Church, located at 225 Olive Lane Road, in Blue Ridge. Call Cathy Aho 623-245-0057.

**Food Distribution Ministry- Free groceries**  
Every fourth Tuesday from 10 a.m. until 1 p.m. at Temple Baptist Church located at 218 High Country Circle, Mountain View. For more information call 706-324-9286.

**Berry, Lane take first place honors**  
The girls' basketball team from Blue Ridge took home first place honors at the state tournament. The team, coached by Coach Lane, defeated the top-seeded team from the state capital. The game was held at the state capital arena and was a highly competitive match. The girls' team showed excellent teamwork and skill throughout the tournament.

## COMMUNITY CALENDAR

**Blue Ridge District and Writers**  
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**Carter's bike to be held May 6**  
The Carter's Bike Association will hold a bike ride on Highway 2. Dinner is at 6 p.m. and meeting is from 7 p.m. until 9 p.m. More information is available by calling the bike leader at [blueridgebicycles.org](mailto:blueridgebicycles.org).

**BMETA to hold hike May 8**  
The Blue Ridge Mountain Environmental Trail Association will hold a monthly 1.5 hour hike on the BMETA in the Blue Ridge National Park. Contact the hike leader at [blueridgebicycles.org](mailto:blueridgebicycles.org).

**BMETA to hold hike May 10**  
The Blue Ridge Mountain Environmental Trail Association will hold a monthly 1.5 hour hike on the BMETA in the Blue Ridge National Park. Contact the hike leader at [blueridgebicycles.org](mailto:blueridgebicycles.org).

## Community Bulletin Board

**Self-Help Group**  
Every Wednesday from 7 p.m. until 8 p.m. dinner at 6 p.m. 2. Call/Text at 706-633-7273.

**Epworth Community Club**  
Every first Thursday at 4 p.m. at Old School House Road in Epworth. In the old school cafeteria supper with a community education program.

**A Family Board Game Night and Chess Night**  
Last Thursday of every month at 6 p.m. in the First United Methodist Church Fellowship Hall at 1505 Blue Ridge Drive. Local information go to [www.1stumc.org](http://www.1stumc.org) or call 706-324-6087.

**Secret BSA Leader Roundtable**  
Every second Thursday at 7 p.m. at North-Glenn Methodist Church at 1605 Blue Ridge Drive. It provides leader help, training and information on the Mountain State's 12th, 13th, 14th, 15th, 16th, 17th and 18th Councils. Call Bob Taylor at 706-324-6087.

**Family Support Group**  
Every third Monday from 6 p.m. until 7 p.m. at the Faith Development Center located at 1148 Woodfield Road, in Mineral Hill. Local Martha at [marthafairburn@gmail.com](mailto:marthafairburn@gmail.com).

**The Peaceful Mountain Quilt Guild**  
Every third Thursday at 6 p.m. at the Blue Ridge Methodist Church, located at 225 Olive Lane Road, in Blue Ridge. Call Cathy Aho 623-245-0057.

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**CITY OF BLUE RIDGE**  
400 West State Street, Blue Ridge, GA  
706-323-2000

**PUBLIC NOTICE**

**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 May 21, 2013, at 6:00 p.m. in the City Council Chamber, regarding the following:

**Applicant:** Mark Tins

**Address:** Parcel 0002 010 on Mt. Emma Street

Request: Special Use Variance from the zoning regulations of 17.10 to be used for the residential development of the property.

The hearing will be held at 6:00 p.m. at the Blue Ridge City Hall, 400 West First Street, Blue Ridge, Georgia 30712.

All interested parties are invited to attend.

Any objection to the proposed variance should be presented in writing to the Planning and Zoning Department, 400 West First Street, Blue Ridge, Georgia 30712, on or before the date of the public hearing.

**Any Minors, City Clerk**



Ellijay Telephone Company  
ETC Communications, LLC.  
Community Television Company

224 Dalton St, P. O. Box O, Ellijay, GA 30540  
etcnow.com 800.660.6826

May 14, 2024

Rhonda Haight, Mayor  
City of Blue Ridge  
480 West First Street  
Blue Ridge, GA. 30513

Dear Rhonda:

I hope you are doing well!

Our records indicate that our Cable TV Franchise with the City of Blue Ridge is expiring soon, and I wanted to reach out to you with a new Agreement. This Agreement is a copy of the last several Franchise Agreements we have used, and I took the liberty of sending you two (2) originals for your review and hopefully approval at your next meeting. Both have already been signed by Jason Smith, our COO and witnessed by me. Nothing really changes as you would still receive your quarterly payments.

If you have any questions at all, please contact me via my desk phone at 706-697-5535 or via email at [corap@etcnow.com](mailto:corap@etcnow.com). (Cell # 706-669-0979). Or you may contact Jason at 706-697-5576 or email at [jasons@etcnow.com](mailto:jasons@etcnow.com).

After approval, if you don't mind, please fill in the approval date on the last page of both copies and return one of them to me for my files.

We look forward to our continued business relationship with you and if you need anything, just let us know.

Respectfully,

Cora Payne  
Exec. Secretary  
Administration Dept. Manager

Enclosures: 2

**AN AGREEMENT GRANTING A NON-EXCLUSIVE FRANCHISE TO COMMUNITY TELEVISION COMPANY, INC., ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF BLUE RIDGE, GEORGIA; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.**

**Section 1. Definitions.** For the purpose of this Agreement, the following words and phrases shall have the meanings set forth in this section.

- (a) "Cable Service" shall have the meaning set forth and further defined in O.C.G.A. § 36-76-2.
- (b) "Cable System" shall have the meaning set forth and further defined in O.C.G.A. § 36-76-2.
- (c) "Facilities" means any reception, processing, distribution or transmission component of the Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains, surface location markers, appurtenances, fiber, and related facilities maintained by Grantee.
- (d) "FCC" means the Federal Communications Commission.
- (e) "Franchise" shall have the meaning set forth and further defined in O.C.G.A. § 36-76-2.
- (f) "Grantee" means Community Television Company, a Georgia Corporation, and its permitted successors.
- (g) "Gross revenues" shall have the meaning set forth and further defined in O.C.G.A. § 36-76-2.
- (h) "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- (i) "Road" means the surface of, and the space above and below any public road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or later existing within the city.
- (j) "Subscriber" shall have the meaning set forth and further defined in O.C.G.A. § 36-76-2.
- (k) "City" means the City of Blue Ridge, Georgia.

**Section 2. Grant of authority.**

- (a) Grant of nonexclusive authority. The City grants to Grantee the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Roads, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. This Franchise shall be nonexclusive, and the City may grant franchises to other Persons. Any additional franchises shall contain the same substantive terms and conditions as this Franchise. Grantee may use the Cable System to deliver non-Cable Services as permitted by applicable law. The City may promulgate ordinances, rules, regulations, terms, and



conditions governing its rights-of-way utilization and accommodation as it solely deems necessary that Grantee must abide by during the term of this Agreement.

- (b) Rules of Grantee. The Grantee may promulgate rules, regulations, terms, and conditions governing its business and services as reasonably necessary to enable Grantee to exercise its rights and perform its obligation under this Agreement.

**Section 3. Franchise term.** The Franchise granted under this Agreement commences upon approval by the City and acceptance by Grantee and shall continue for 10 years, unless renewed, revoked or terminated sooner.

**Section 4. Conditions of road occupancy.**

- (a) Location of Facilities. Grantee shall locate all Facilities as to minimize interference with the use of the Roads and with the rights and reasonable convenience of adjacent property owners.
- (b) Construction codes and permits. Grantee shall obtain all necessary permits and shall comply with all ordinances of general applicability before commencing any construction, upgrade, or extension of the Cable System, including the disturbance of any Road. Facilities that cross a city road must be installed overhead or underground by boring under the road. Facilities may not be installed across a city road by open cut.
- (c) Repair of Roads and property. Grantee, at its expense, shall promptly restore any road or public property damaged by Grantee during the construction, repair, maintenance, or reconstruction of the Cable System.
- (d) Public projects. After reasonable prior notice, Grantee, at its expense, shall relocate its Facilities as required by the City due to traffic conditions, public safety, road construction, or other public improvements by the City.
- (e) Building movement. Upon request of any Person holding a moving permit issued by the City and after reasonable prior notice, Grantee shall temporarily move its Facilities to permit the moving of buildings. Grantee may require the requesting Person to pay all costs related to the temporary relocation of Facilities and may require payment in advance.
- (f) Tree trimming. Grantee may trim any trees in or overhanging the roads, alleys, sidewalks, or public easements of the City as necessary to protect Grantee's Facilities.

## **Section 5. Cable System operations and safety.**

- (a) Technical standards. Grantee shall operate the Cable System in compliance with all applicable technical standards promulgated by the FCC.
- (b) Safety requirements. Grantee shall employ ordinary care and shall maintain in use commonly accepted methods and devices to reduce failures and accidents.
- (c) System maps. Upon request by the City, Grantee shall make available to City representatives for review at Grantee's office up to date as-built maps showing locations of all Facilities in the roads.
- (d) System maintenance. When feasible, Grantee shall schedule Cable System maintenance to minimize service interruptions.

**Section 6. Service obligations and Cable System extension.** Grantee shall provide Cable Services without discrimination to all Persons who request such services and who comply with Grantee's terms and conditions of service. Grantee is not obligated to extend service to residences beyond 500 feet from Grantee's Facilities. Isolated residences requiring more than a standard 500-foot aerial drop or underground line may be provided at a premium installation rate if such service has been requested by the resident. Grantee may request advanced payment for such installation before service is installed.

**Section 7. Service to public buildings.** Grantee shall provide, upon request and free of charge, one service drop and basic Cable Service to each City owned building within the City of Blue Ridge, and to each public school and library within the City, that is located within Community Television Company's service area.

## **Section 8. Customer service and rates.**

- (a) Subscriber Inquiries. Grantee shall have a publicly listed toll-free telephone number and be operated to receive Subscriber complaints and requests during normal business hours. Grantee shall investigate and promptly resolve customer complaints regarding quality of service or service outages.
- (b) Rates. Grantee shall provide the City and Subscribers with 30 days written notice of changes to Cable Services or rates.

## **Section 9. Franchise fee.**

- (a) Base franchise fee. Grantee shall pay to City a quarterly franchisee fee in an amount equal to five percent (5%) of Gross Revenues within (30) days after the last day of

the calendar quarter. Following reasonable prior notice, the City may inspect Grantee's books, records, and reports to verify franchise fee calculations and payments for a period not to exceed 5 years from the date of notice.

- (b) Billing. The Grantee may designate that portion of a subscriber's bill attributable to any franchise fee as a separate item on the bill and recover such amount from the subscriber; provided, however, that such separate listing be referred to as a "franchise" or a "franchise fee".

#### **Section 10. Insurance and Indemnification.**

- (a) Insurance. During the term of the Franchise granted under this Agreement, Grantee shall maintain a comprehensive general liability insurance policy with the following minimum coverage limits:
  - (i) \$1,000,000 for personal injury or death,
  - (ii) \$1,000,000 for property damage; and
  - (iii) \$500,000 automobile insurance/combined bodily injury and property damage.

Each policy of insurance shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason without first giving 30 days' advance written notice to the City.

- (b) Indemnification. During the term of the Franchise granted under this Agreement, Grantee shall indemnify and hold harmless the City, its officers, agents and employees ("Indemnitees") from and against any claims, liabilities, damages, losses, and expenses (including, without limitation, reasonable attorney fees) ("Losses"), which may arise out of or be in any way connected with Grantee's construction, installation, operation, maintenance of the Cable System, unless such Losses arise from the negligence or intentional misconduct of the City, its officers, agents or employees.

**Section 11. Transfer of Franchise.** Grantee shall not transfer or assign its rights granted under this Agreement without providing prior written notice to the City. Prior notice shall not be required for the following: (i) the assignment of, or the granting of a security interest in, the Franchise or the Cable System for the purpose of securing indebtedness; or (ii) the assignment or transfer of the Franchise or the Cable System to an affiliate under common ownership or control with Grantee.



**Section 12. Franchise extension and renewal.**

- (a) Extension. City and Grantee may extend by mutual agreement the term of the Franchise granted under this Agreement, and the existing terms and conditions of this Agreement shall govern the extended term.
- (b) Renewal. Any renewal of the Grantee's Franchise shall be done in accordance with Section 546 of the Federal Cable Act, 47 USC § 546, and applicable FCC regulations.

**Section 13. Franchise termination.** The City may terminate the Franchise granted under this Agreement in case of material noncompliance by Grantee. Material noncompliance shall include:

- (a) A material violation by Grantee of any term, condition, or provision of this Agreement that remains uncured within the applicable cure period;
- (b) Failure of Grantee to comply with any reasonable provision of any applicable Agreement;
- (c) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, or there is a notice of prospective foreclosure or other judicial sale of all or a substantial part of the Cable System;
- (d) Grantee abandons the Cable System;
- (e) Grantee fails to operate the Cable System for a period of 30 days; or
- (f) Grantee is found to practice any fraud upon the City.

**Section 14. Termination procedures.** If the City seeks to terminate the Franchise under Section 13, the City shall follow the procedures in this section.

- (a) Notice of complaint. The City shall provide Grantee with written notice describing with reasonable specificity the alleged noncompliance.
- (b) Opportunity to cure. Grantee shall have 60 days from receipt of written notice to cure the alleged noncompliance. If Grantee cures the alleged noncompliance within the 60-day period, the City shall provide Grantee with written notice withdrawing the complaint.
- (c) Public hearing. If Grantee fails to cure the alleged noncompliance within the 60-day cure period, or if Grantee provides the City with written notice disputing the complaint, and the parties fail to resolve the matter, the City shall schedule a public hearing on the alleged noncompliance. At the hearing, both the City and Grantee

may present testimony, cross-examine witnesses, and deliver to the City all evidence relevant to the matter. The hearing shall be open to the public. At the conclusion of the public hearing, the City may dismiss the complaint, defer action, order appropriate sanctions, or terminate the Franchise in accordance with this section.

- (d) Termination. The City may after a duly noticed public hearing, terminate the Franchise for material and willful continuing noncompliance by Grantee. If Grantee contests the termination in a court of competent jurisdiction, Grantee may operate the Cable System in accordance with this Agreement while the case is pending.
- (e) Force Majeure. Grantee's failure to comply with any provision of this Agreement shall not constitute noncompliance when the failure is due to circumstances beyond Grantee's control, including, without limitation, acts of nature, adverse weather, natural or man-made disaster, civil disturbance, war or insurrection, or shortage of supplies, material, or labor.
- (f) Removal of Facilities. Upon expiration or termination of the Franchise, Grantee shall be afforded a six-month period to sell or otherwise dispose of the Cable System. During the six-month period, Grantee shall operate the Cable System in accordance with this Agreement. At the expiration of the six-month period, Grantee has the right to remove its Facilities within a reasonable time.

**Section 15. Unauthorized reception of Cable Service; tampering with Facilities.**

- (a) It shall be unlawful for any Person without Grantee's consent to willfully tamper with, remove or injure any of Grantee's Facilities.
- (b) It shall be unlawful for any Person to make or use any unauthorized connection to any part of Grantee's Cable System.
- (c) Any violation of this subsection regarding theft of service shall be guilty of a misdemeanor and punished as otherwise provided in the ordinances of the City of Blue Ridge. Each day a violation occurs shall constitute a separate offense.

**Section 16. Notices.** Notices under this Agreement shall be in writing and shall be deemed given delivery by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

**To: Grantor:**

City of Blue Ridge  
Attn: Rhonda Haight, Mayor  
480 W. First Street  
Blue Ridge, Georgia 30513

**To: Grantee**

Community Television Company, Inc.  
Attn: Cora Payne, Exec. Secretary  
P.O. Box O or 224 Dalton St.  
Ellijay, Georgia 30540

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

**Section 17. Effective date.** This Agreement shall become effective upon Grantee's acceptance as dated below.

**City of Blue Ridge, Georgia**

By: \_\_\_\_\_  
Rhonda Haight, Mayor


Attest:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

**Community Television Company, Inc.**

By: \_\_\_\_\_  
  
Name: Jason R. Smith  
Title: Chief Operating Officer

Attest:

Name: Cora Payne

Title: Exec. Secretary / Admin Dept. Mgr.



**AN AGREEMENT GRANTING A NON-EXCLUSIVE FRANCHISE TO COMMUNITY TELEVISION COMPANY, INC., ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF BLUE RIDGE, GEORGIA; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.**

**Section 1. Definitions.** For the purpose of this Agreement, the following words and phrases shall have the meanings set forth in this section.

- (a) "Cable Service" shall have the meaning set forth and further defined in O.C.G.A. § 36-76-2.
- (b) "Cable System" shall have the meaning set forth and further defined in O.C.G.A. § 36-76-2.
- (c) "Facilities" means any reception, processing, distribution or transmission component of the Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains, surface location markers, appurtenances, fiber, and related facilities maintained by Grantee.
- (d) "FCC" means the Federal Communications Commission.
- (e) "Franchise" shall have the meaning set forth and further defined in O.C.G.A. § 36-76-2.
- (f) "Grantee" means Community Television Company, a Georgia Corporation, and its permitted successors.
- (g) "Gross revenues" shall have the meaning set forth and further defined in O.C.G.A. § 36-76-2.
- (h) "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- (i) "Road" means the surface of, and the space above and below any public road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or later existing within the city.
- (j) "Subscriber" shall have the meaning set forth and further defined in O.C.G.A. § 36-76-2.
- (k) "City" means the City of Blue Ridge, Georgia.

**Section 2. Grant of authority.**

- (a) Grant of nonexclusive authority. The City grants to Grantee the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Roads, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. This Franchise shall be nonexclusive, and the City may grant franchises to other Persons. Any additional franchises shall contain the same substantive terms and conditions as this Franchise. Grantee may use the Cable System to deliver non-Cable Services as permitted by applicable law. The City may promulgate ordinances, rules, regulations, terms, and

conditions governing its rights-of-way utilization and accommodation as it solely deems necessary that Grantee must abide by during the term of this Agreement.

- (b) Rules of Grantee. The Grantee may promulgate rules, regulations, terms, and conditions governing its business and services as reasonably necessary to enable Grantee to exercise its rights and perform its obligation under this Agreement.

**Section 3. Franchise term.** The Franchise granted under this Agreement commences upon approval by the City and acceptance by Grantee and shall continue for 10 years, unless renewed, revoked or terminated sooner.

**Section 4. Conditions of road occupancy.**

- (a) Location of Facilities. Grantee shall locate all Facilities as to minimize interference with the use of the Roads and with the rights and reasonable convenience of adjacent property owners.
- (b) Construction codes and permits. Grantee shall obtain all necessary permits and shall comply with all ordinances of general applicability before commencing any construction, upgrade, or extension of the Cable System, including the disturbance of any Road. Facilities that cross a city road must be installed overhead or underground by boring under the road. Facilities may not be installed across a city road by open cut.
- (c) Repair of Roads and property. Grantee, at its expense, shall promptly restore any road or public property damaged by Grantee during the construction, repair, maintenance, or reconstruction of the Cable System.
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- (a) Technical standards. Grantee shall operate the Cable System in compliance with all applicable technical standards promulgated by the FCC.
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the calendar quarter. Following reasonable prior notice, the City may inspect Grantee's books, records, and reports to verify franchise fee calculations and payments for a period not to exceed 5 years from the date of notice.

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#### **Section 10. Insurance and Indemnification.**

- (a) Insurance. During the term of the Franchise granted under this Agreement, Grantee shall maintain a comprehensive general liability insurance policy with the following minimum coverage limits:
  - (i) \$1,000,000 for personal injury or death,
  - (ii) \$1,000,000 for property damage; and
  - (iii) \$500,000 automobile insurance/combined bodily injury and property damage.

Each policy of insurance shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason without first giving 30 days' advance written notice to the City.

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- (c) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, or there is a notice of prospective foreclosure or other judicial sale of all or a substantial part of the Cable System;
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may present testimony, cross-examine witnesses, and deliver to the City all evidence relevant to the matter. The hearing shall be open to the public. At the conclusion of the public hearing, the City may dismiss the complaint, defer action, order appropriate sanctions, or terminate the Franchise in accordance with this section.

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- (e) Force Majeure. Grantee's failure to comply with any provision of this Agreement shall not constitute noncompliance when the failure is due to circumstances beyond Grantee's control, including, without limitation, acts of nature, adverse weather, natural or man-made disaster, civil disturbance, war or insurrection, or shortage of supplies, material, or labor.
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**Section 15. Unauthorized reception of Cable Service; tampering with Facilities.**

- (a) It shall be unlawful for any Person without Grantee's consent to willfully tamper with, remove or injure any of Grantee's Facilities.
- (b) It shall be unlawful for any Person to make or use any unauthorized connection to any part of Grantee's Cable System.
- (c) Any violation of this subsection regarding theft of service shall be guilty of a misdemeanor and punished as otherwise provided in the ordinances of the City of Blue Ridge. Each day a violation occurs shall constitute a separate offense.

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City of Blue Ridge  
Attn: Rhonda Haight, Mayor  
480 W. First Street  
Blue Ridge, Georgia 30513

**To: Grantee**

Community Television Company, Inc.  
Attn: Cora Payne, Exec. Secretary  
P.O. Box O or 224 Dalton St.  
Ellijay, Georgia 30540

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

**Section 17. Effective date.** This Agreement shall become effective upon Grantee's acceptance as dated below.

**City of Blue Ridge, Georgia**

By: \_\_\_\_\_  
Rhonda Haight, Mayor

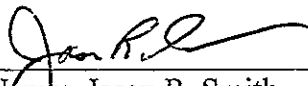
Attest:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

**Community Television Company, Inc.**

By: \_\_\_\_\_  
  
Name: Jason R. Smith  
Title: Chief Operating Officer

Attest:

Name: Cora Payne

Title: Exec. Secretary / Admin Dept. Mgr.

increments when actually used by the receiving employee. Any unused donations will be cancelled if not used when the intended recipient returns from FMLA leave or is terminated. Otherwise, leave given by a donor may not be reclaimed.

Leave sharing benefits shall not be available to an employee when the absence is compensable to the employee by worker's compensation, the absence is due to an intentionally self-inflicted injury (except under conditions that qualify as a disability under the Americans with Disabilities Act), or the absence is due to injuries occurring while violating a law.

### **305 Holidays**

*Effective Date: 8/17/2021*

*Revision Date:*

The City will grant holiday time off to all employees on the holidays listed below. A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Good Friday (Friday before Easter)
- Confederate Memorial Day (fourth Monday in April)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

The City will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be eight (8) hours calculated based on the employee's straight time pay rate (as of the date of the holiday). Eligible employee classification(s):

- Regular full-time employees
- Introductory employees

# FANNIN COUNTY HOLIDAYS

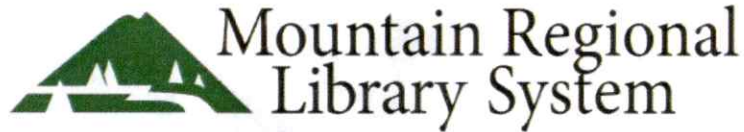


**2024**

<b>NEW YEAR'S DAY</b>	<b>MONDAY, * JANUARY 1<sup>ST</sup></b>
<b>MARTIN LUTHER KING, JR'S BIRTHDAY</b>	<b>MONDAY, JANUARY 15<sup>TH</sup></b>
<b>GOOD FRIDAY</b>	<b>FRIDAY, MARCH 29<sup>TH</sup></b>
<b>CONFEDERATE MEMORIAL DAY</b>	<b>MONDAY, APRIL 22<sup>ND</sup></b>
<b>MEMORIAL DAY</b>	<b>MONDAY, MAY 27<sup>TH</sup></b>
<b>JUNETEENTH</b>	<b>WEDNESDAY JUNE 19<sup>TH</sup></b>
<b>INDEPENDENCE DAY</b>	<b>THURSDAY, JULY 4<sup>TH</sup></b>
<b>LABOR DAY</b>	<b>MONDAY, SEPT. 2<sup>ND</sup></b>
<b>COLUMBUS DAY</b>	<b>MONDAY, OCTOBER 14<sup>TH</sup></b>
<b>VETERANS DAY</b>	<b>MONDAY, NOV. 11<sup>TH</sup></b>
<b>THANKSGIVING</b>	<b>THURSDAY, NOV. 28 &amp; FRIDAY NOV 29<sup>TH</sup></b>
<b>CHRISTMAS</b>	<b>TUESDAY, DEC. 24<sup>TH</sup> &amp; WEDNESDAY, DEC 25<sup>TH</sup></b>







April 10, 2024

Rhonda Haight, Mayor  
City of Blue Ridge  
480 West First Street  
Blue Ridge, GA 30513

Hello Mayor Haight,

The Fannin County Library would like to thank you for your support over the years. Your contributions each year help provide the library services including, but not limited to the Summer Reading Program and resources to the residents of Fannin County.

These services are very labor/staff intensive to provide. To our knowledge, it has been several years since we have requested an increase in your commitment. With the increase in operating costs, we are asking for at least an additional 10% of your current CY24 commitment of \$8,450 for CY25. These additional funds are needed to provide the level of services to the community that they deserve. Remember we are not just books!

We look forward to hearing from you regarding your commitment for CY25.

Thank you again for your continued support of the Fannin County Library.

Sincerely,

Heath Lee  
Director

[www.mountainlibrary.com](http://www.mountainlibrary.com)

(706) 379-3732 – (706) 379-2047 (fax)

P.O. Box 159 - 698 Miller Street, Young Harris, Georgia 30582

Heath Lee, Director - [hlee@mountainlibrary.com](mailto:hlee@mountainlibrary.com)

FIRST READING: April 16, 2024  
SECOND READING: May 21, 2024  
PASSED: \_\_\_\_\_

**AN ORDINANCE NO. BR 2024-14**

**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 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. However, for any purchases above \$2,500.00, the City

Council shall be notified of such purchase via e-mail.

- (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



# NORTH GEORGIA CONCRETE, INC.

Box Culverts ◊ Headwalls ◊ Walls ◊ Dams ◊ Bridges ◊ Poured Concrete  
180 Robinson Drive Suite B ◊ PO Box 827 ◊ Fayetteville, GA ◊ phone 770-461-0040

**05-15-24 Revised**

DATE: 5/3/2024

TO: Cater & Sloope

ATTENTION: Matt Smith

PHONE: 478-214-3535

EMAIL: [msmith@cartersloope.com](mailto:msmith@cartersloope.com)

## Downtown Blue Ridge Storm System Improvements City of Blue Ridge CHANGE ORDER 01 REQUEST

	ITEM	DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
Water	1	Existing 6" Cast-Iron Waterline				
		Install Inserta Valves	1	LS	\$ 29,365.00	\$ 29,365.00
Sanitary Sewer	2	Existing 8" Clay & 8" PVC Sanitary Sewer Lines				
		Bypass Pumping	1	LS	\$ 43,512.00	\$ 43,512.00
		Remove & Replace 8" Clay with 10" DIP	98	LF	\$ 331.00	\$ 32,438.00
		Standard 4.0 Dia. Manhole Complete 0-6' Depth	1	EA	\$ 10,140.00	\$ 10,140.00
		<b>TOTAL</b>	<b>1</b>	<b>LS</b>		<b>\$ 115,455.00</b>
<b>CONTRACT</b>						
<b>CONTRACT CHANGE REQUEST</b>		Work required for culvert installation along Mountain Street intersection to maintain utility functions.				
<b>TIME REQUEST</b>		No				

Please contact me if you have any questions, Sincerely

**Craig Weatherly**

Digitally signed by Craig Weatherly  
DN: C=US,  
E=cweatherly@hotmail.com, O="North Georgia Concrete, Inc.",  
OU=Management, CN=Craig Weatherly  
Date: 2024.05.15 17:02:06-04'00'

SIGNED: Craig Weatherly

[cweatherly@northgeorgiaconcrete.com](mailto:cweatherly@northgeorgiaconcrete.com)

770-355-7471 MOB

PROPOSE INSTALLING TWO INSERTA VALVES TO BE ABLE TO CONTROL WATERFLOW IN THE CAST IRON PIPE, THIS WILL PROVIDE US THE ABILITY TO SHUT THE FLOW DOWN DURING THE INSTLLATION OF THE CULVERT, WE WILL UTILIZE A TEMPORARY BEAM AND TIE THE CAST IRON TO IT, TO HELP PREVENT IT FROM BREAKING.

UTILIZE PRE-CAST THROUGH THIS SECTION AND EXCAVATE USING A TRENCH BOX TO LIMIT THE EXPOSURE OF THE EXISTING CLAY SEWER LINE AND EXISTING CAST IRON WATERLINE

PROPOSED 48"φ MANHOLE WITH GRATE INLET INTO TOP OF BOX CULVERT @ ELEV.:1684.79 INLET ELEV.:1693.47

PROPOSED 48"φ MANHOLE WITH GRATE INLET INTO TOP OF BOX CULVERT @ ELEV.:1684.67 INLET ELEV.:1693.40

48 IN. MANHOLE WITH GRATE  
TOP:1686.62  
OUT=1680.04 Pipe 4

SPORTS WAY

WE WILL NEED TO BYPASS PUMP THE EXISTING CLAY AND PVC SEWER LINES DURING CULVERT INSTALLATION. WE PROPOSE REPLACING THE CLAY SEWER LINE THROUGH THE SECTION THAT WILL BE DISTURBED WITH DIP. THE LENGTH WILL BE APPROXIATMLY 30 LF, WE WILL SUPPORT AND RETAINING THE PVC LINE.

PROPOSED PRE-CAST CULVERT FROM STATION 10+60 +/- TO 12+20 +/-

10 - 48 INCH MANHOLE WITH GRATE  
TOP:1685.87  
TOP OF CULVERT/BOTTOM OF MH:1684.79  
INV. IN=1679.79 Pipe 10  
INV. OUT=1679.79 Pipe 9

11 - CONCRETE WINGED HEADWALL  
TOP:1688.10  
INV. OUT=1682.10 Pipe 10

Pipe 10 - ±55 L.F. 60" RCP @ 4.21%

# DOWNTOWN BLUE RIDGE STORM SYSTEM IMPROVEMENTS FOR THE CITY OF BLUE RIDGE FANNIN COUNTY, GEORGIA



From: Sol Construction LLC  
 4120 Presidential Parkway, Suite 115  
 Atlanta, GA 30340

**PROPOSAL FOR MODIFICATION No. 1**

<b>To Owner</b>	<b>City of Blue Ridge, GA</b> 480 West First Street Blue Ridge, GA 30513	<b>Via</b>	<b>Carter &amp; Sloop</b> Spencer Senerman
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**Project:** Blue Ridge WPCP Improvements

**Date:** 5/10/2024

**Drawings:** Bid Set Sheets 12-18, dated 06/13/23    **Specificati** 11200

**Short Description:** Adding back deleted work at the Headworks

**Description of change**

Per Owner request, upgrade existing headworks facility per attached scope and drawings dated 06/13/2023.

<b>Amount:</b>	\$579,210.00
<b>Additional days:</b>	TBD

*\$500K GEFA  
79K City*

<input checked="" type="checkbox"/>	<b>We request your approval prior to proceeding with the work.</b>
<input type="checkbox"/>	<b>We are proceeding with the change listed above based on previous approval.</b>
<input type="checkbox"/>	<b>Other.</b>

**Submitted by:**

**Approved by Engineer/Owner:**

*Jose Villegas*

PM Name  
Sol Construction, LLC.

Name

Date



## CHANGE PROPOSAL



Date: 5/10/2024  
Revision: 0

Customer:	City of Blue Ridge	Phone:	770-296-7102
Attention:	Spencer Senerman	Email:	<a href="mailto:ssenerman@cartersloope.com">ssenerman@cartersloope.com</a>

From:	Jose Villegas
Email:	<a href="mailto:jvillegas@solconstructionllc.com">jvillegas@solconstructionllc.com</a>
Phone:	404-259-4654

Project:	Blue Ridge WPCP Improvements
Description:	Adding back deleted work at the Headworks
Price:	\$579,210
Documents:	Bid Set Drawings: Sheets 12 to 18; Bid Set Specification Section 11200 Mechanical Bar Screen & Shaftless Conveyor

### Scope:

- \* New sidewalk, stairs, and header curb.
- \* Manual bar screen concrete walkway and platform.
- \* New Mechanical Bar screen and screw conveyor
- \* Demolition of existing concrete and stairs.
- \* Shed demolition.
- \* Remove/replace manual bar screen.
- \* Headworks Concrete repairs
- \* Piping, valves and precast for valve pit N.6.
- \* Demolition of existing headworks building electrical and disconnection of de-energizing existing electrical to Bar screen components.
- \* Duct bank from Control Building to Headworks including pull box at control building:  
1" C (480V Pwr to LCP-BS, 1" C (120V PWR), 2" C (Spare for future controls), 1"C (Spare),  
concrete encased, painted red.
- \* Wiring of Bar screen LCP and M-BS, screw conveyor, sensors, and switches.
- \* Furnishing and installation of electrical components for new bar screen including:  
TFR-A1, LP-A1, JB-HTI, JBSBS, JB-CBS, grounding, Stanchion Lights (3) and NEMA 4X Toggle Switch
- \* Interconnecting conduit and wiring

### Clarifications:

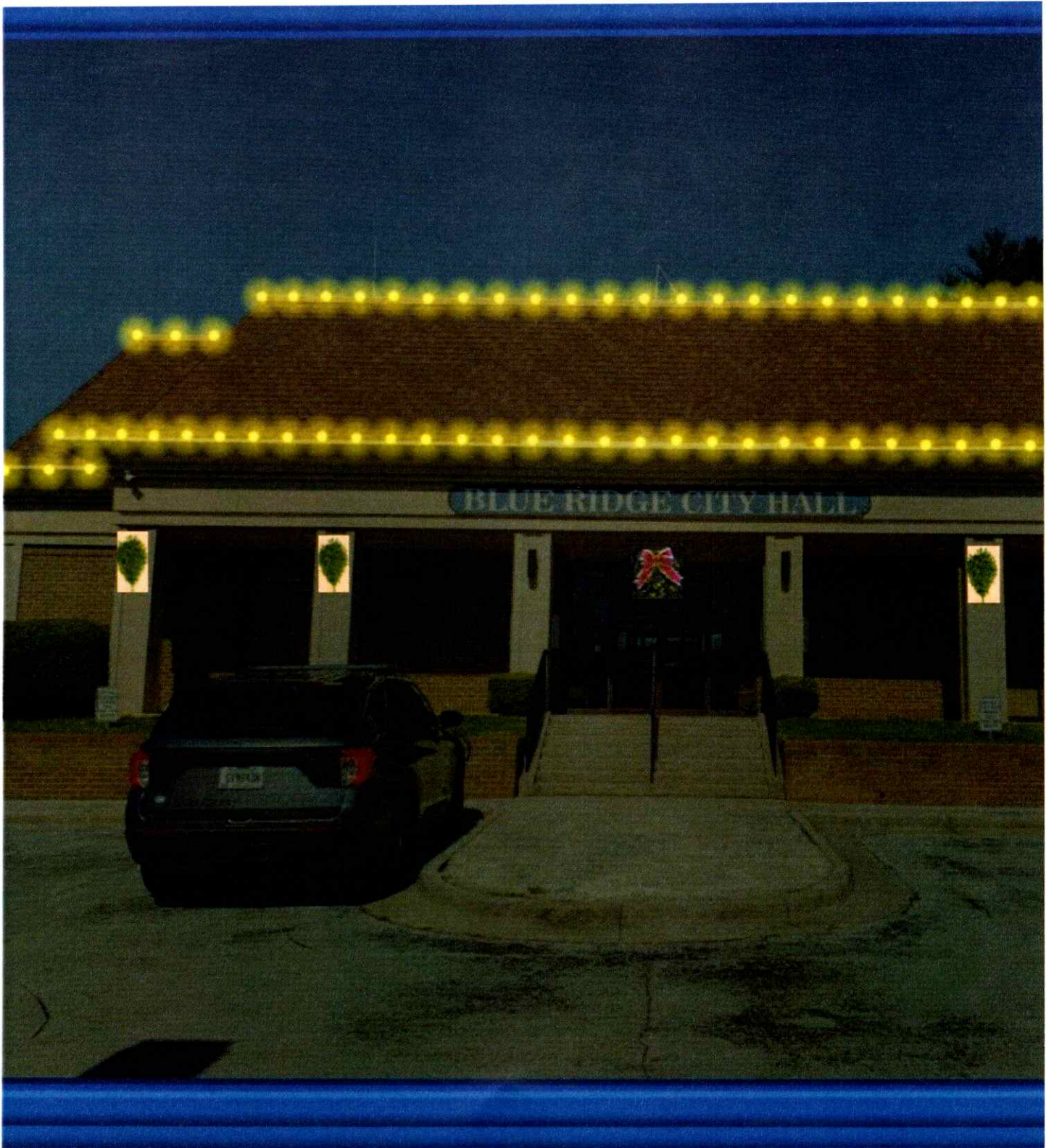
Next in line here we have added more building lighting for the Christmas lighting package, mini lights in a couple bushes and we've kept the trees lit up. We also would add a wreath above the main doorway and some greenery teardrops on the front beam features.

The price for this would be \$8,322.20.

If you would like bows on the wreath and the (4) teardrop greenery decor that would be an additional \$130. We can pare this back, or add more to the design as you you like! And of course we can adjust our design to change colors to reflect more with the color choices used downtown, etc....

Hope this will help bring some Christmas cheer. Looking forward to hearing back from you soon, and let us know if we can do anything else for you!

"Christmas"



BRIGHTLY YOURS,

Jason and Michele Ward  
Creative Illuminations LLC  
Blue Ridge, Georgia  
[creativeilluminationsllc@gmail.com](mailto:creativeilluminationsllc@gmail.com)

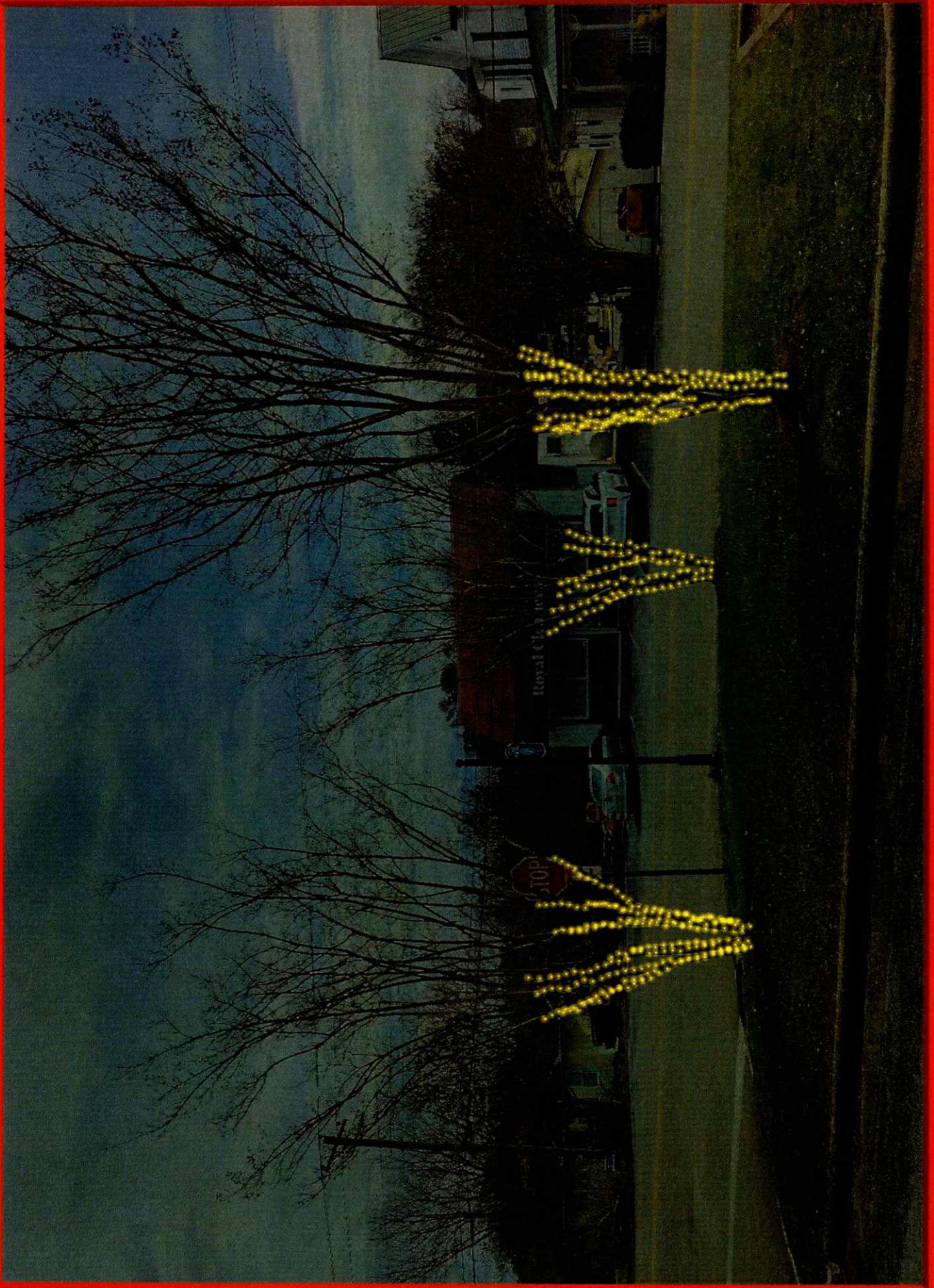
(706) 455-1726

[creativeilluminationsllc.com](http://creativeilluminationsllc.com)

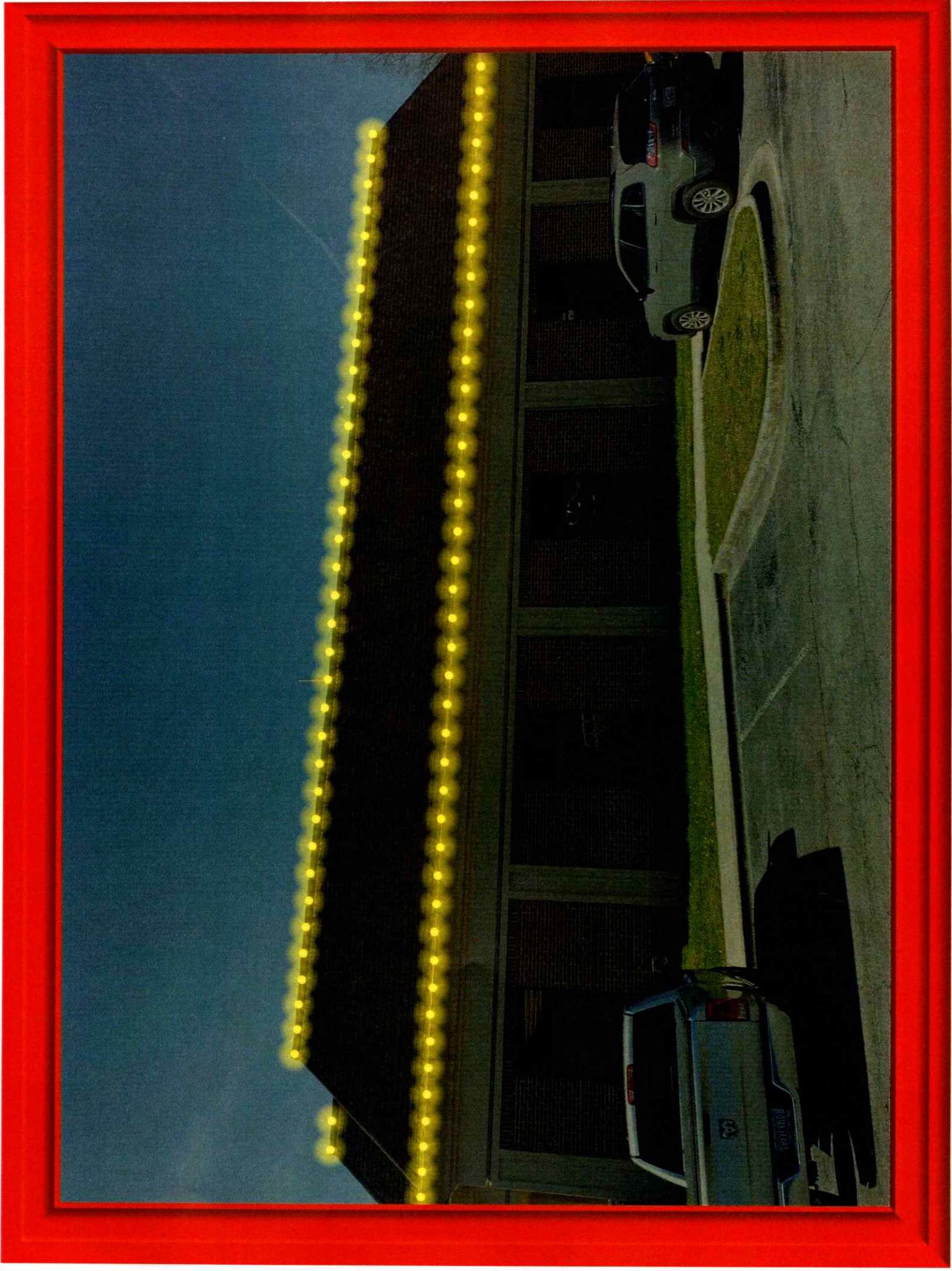
<https://www.facebook.com/profile.php?id=100092356514862&mibextid=ZbWKwL>

"WE'RE BRINGING A LOT OF SPARKLE WHEREVER WE GO!"









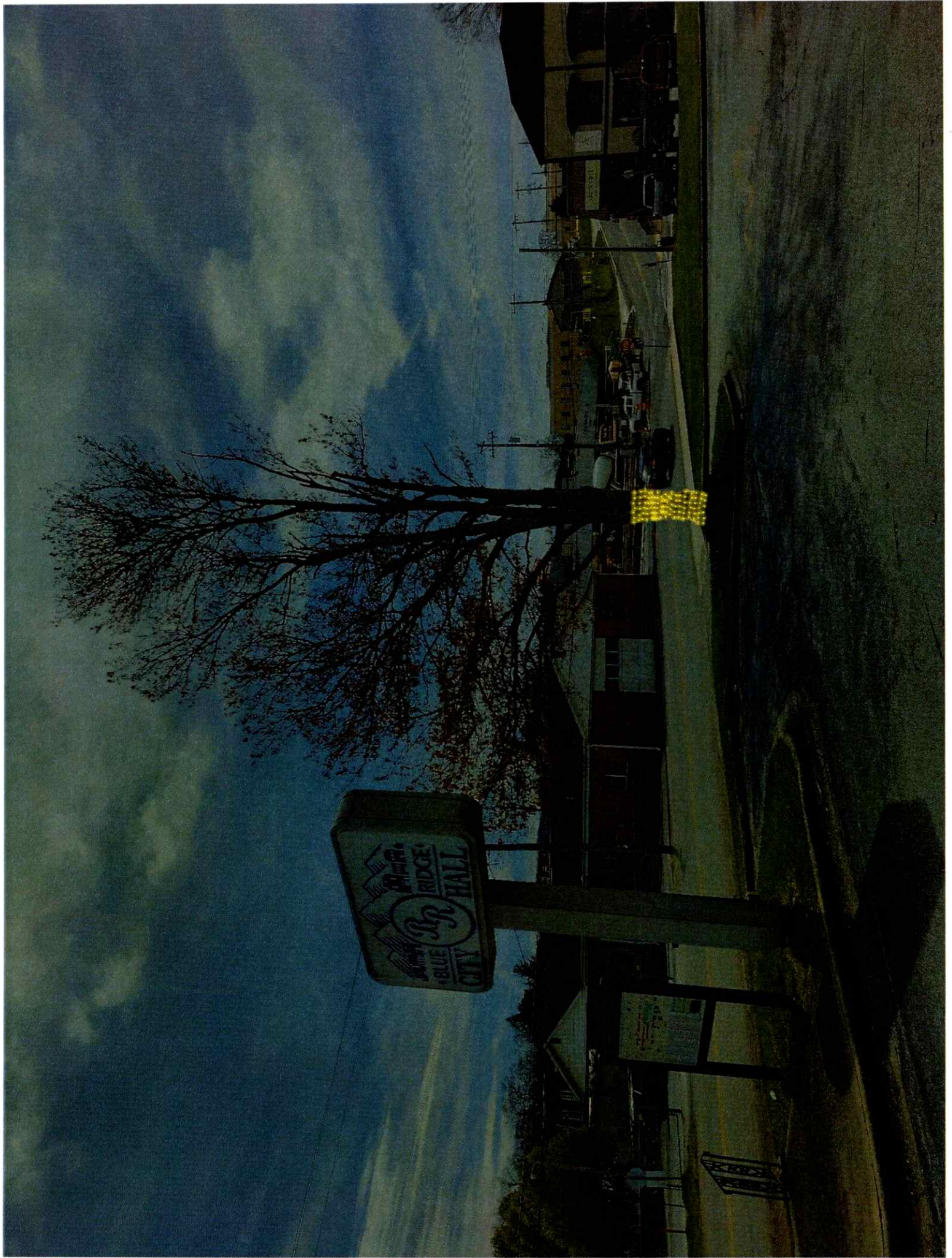












Blue Ridge Hall  
Blue City

RESTAURANT

Blue Ridge Hall