

ELLIJAY CITY HALL

JUNE 15, 2026

**WORKSHOP
5:30**

**REGULAR MEETING
6:00**

Call to Order

Prayer and Pledge of Allegiance

Approval of Agenda

Approval of Minutes for May Meeting

Approval of May Financial Statement

Staff Reports

Citizen Input

NEW BUSINESS

First Reading – Data Center Ordinance

Review and Action – Property and Liability Insurance

Review and Action – Speed Bump Request Hipp Street and Sand Street

Review and Action –Appeal of Denial Of A Short-Term Rental License and a Business License For The Residential Property Located At 98 Summit View Ln, Ellijay, GA 30540

Executive Session – Personnel, Pending Litigation, Land Acquisition

Adjourn

Mayors Report

- An ordinance regulating data centers has been prepared by city attorney West, is included in your packet for review and is on the agenda for first reading.
- An appeal of the denial of a short-term rental license and business license has been filed by the owners of the property located at 98 Summit View Lane. A copy of the appeal is included in your packet. The reason for denial was location. A copy of the city's short-term rental ordinance with applicable sections highlighted is included in your packet for review. This appeal is on the agenda and will be handled in the same manner as the appeal in April for 42 Summit View Drive.
- The city's property and liability insurance is up for renewal. Copies of the available options are included in your packet for review. Pam Fox will be at Monday's meeting to respond to any questions you may have.
- First Baptist Church has requested permission to install one additional speed bump on Hipp Street and two on Sand Street. A map depicting the locations is included in your packet for review and as is customary has been placed on the agenda for action.

**City of Ellijay
May 18, 2026**

**Workshop
5:30pm**

Discussion of Short -Term Rental Ordinance

**Police Chief Ed Lacey presented awards to Officer Dawson Young and
Officer Allen O'Neil**

**Regular Meeting
Started at 6:00pm ended at 6:50pm**

Council Meeting Called to Order:

Welcome - Mayor Al Hoyle welcomed everyone to the meeting.

Prayer- Prayer was given by Councilmember Al Fuller

Pledge- Mayor Al Hoyle led the Pledge of Allegiance.

Attendance:

Al Hoyle, Mayor - Present

Claudia Penland, Mayor Pro-Tem - Present

Tom Crawford, Councilmember - Present

Al Fuller, Councilmember - Present

Kevin Pritchett, Councilmember - Present

Thomas Griffith, Councilmember-Present

Kayann Hayden West, City Attorney - Present

Edward Lacey, Police Chief-Present

Lori Pierce, City Clerk-Present

Andrew Mathis, Code Enforcement - Present

Dustin Harper, Fire Chief – Present

Approval of Agenda:

Councilmember Tom Crawford made a motion to approve the May agenda. Councilmember Kevin Pritchett seconded the motion. All approved.

Approval of Minutes:

Councilmember Al Fuller made a motion to approve the minutes for the April meeting. Mayor Pro Tem Claudia Penland seconded the motion. All approved.

Approval of Financial Statements:

Councilmember Thomas Griffith made a motion to approve the April Financial Statement. Councilmember Tom Crawford seconded the motion. All approved.

Staff Reports:

Nothing to add.

Citizen Input:

Jerry Davis addressed the Council with his concerns on the parking and jay walking on North Avenue.

New Business:

Review and Action: Resolution To Amend The Fiscal Year 2025 Budget To Actual – Councilmember Kevin Pritchett made a motion to approve the Resolution to Amend the Fiscal Year Budget to Actual. Mayor Pro Tem Claudia Penland seconded the motion. All approved.

Review and Action: 2026 LMIG and LRA Paving Bids – Councilmember Tom Crawford made a motion to award Colditz Trucking, Inc. Councilmember Thomas Griffith seconded the motion. All approved.

Review and Action: Sexual Harassment Policy Update – Councilmember Kevin Pritchett made a motion to approve the Sexual Harassment Policy. Councilmember Thomas Griffith seconded the motion. All approved.

Review and Action: Library Board Appointments – Councilmember Kevin Pritchett made a motion to reappoint Mitchell Morgan for the Library Board. Mayor Pro Tem Claudia Penland seconded the motion. All approved.

Executive Session: Personnel, Pending Litigation, Land Acquisition,

Adjourn:

Councilmember Kevin Pritchett made a motion to adjourn at 6:10pm. Councilmember Al Fuller seconded the motion. All approved.

Lori Pierce/City Clerk

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
 For General Fund (100)
 For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
100-0000-00-311100 Real Property Taxes-Current	\$ 0.00	\$ 0.00	\$ 262,348.00	\$ 78,208.80	\$ 184,139.20
100-0000-00-311110 Public Utilities Tax	0.00	0.00	0.00	1,820.73	0.00
100-0000-00-311200 Real Property Tax-Prior Years	0.00	1,293.62	500.00	51,561.99	(51,061.99)
100-0000-00-311300 Personal Property Tax-Current	0.00	0.00	51,991.00	12,690.98	39,300.02
100-0000-00-311310 Motor Vehicle Tax	0.00	33.74	1,100.00	434.01	665.99
100-0000-00-311315 TAVT Tax	0.00	3,554.99	80,000.00	39,366.18	40,633.82
100-0000-00-311320 Mobile Home Tax	0.00	6.21	150.00	231.66	(81.66)
100-0000-00-311400 Personal Property-Delinquent	0.00	3,186.46	0.00	7,706.45	0.00
100-0000-00-311600 Intangible Tax	0.00	2,586.72	15,000.00	4,926.00	10,074.00
100-0000-00-311700 Franchise Tax	0.00	0.00	325,000.00	343,684.41	(18,684.41)
100-0000-00-311910 Pen/Int-Real Property	0.00	108.38	1,000.00	604.53	395.47
100-0000-00-313100 Local Option Sales Tax	0.00	121,824.78	1,600,000.00	630,642.81	969,357.19
100-0000-00-314200 Alcohol Tax	0.00	14,885.58	170,000.00	63,407.76	106,592.24
100-0000-00-316200 Insurance Premium Tax	0.00	0.00	160,000.00	25.00	159,975.00
100-0000-00-316300 Financial Institution Tax	0.00	0.00	15,000.00	16,261.52	(1,261.52)
100-0000-00-316400 Transfer Tax Collections	0.00	904.98	7,500.00	4,559.54	2,940.46
100-0000-00-319120 Pen/Int-Personal Property	0.00	0.00	100.00	286.16	(186.16)
100-0000-00-319400 Collection Fees	0.00	0.00	500.00	0.00	500.00
100-0000-00-319500 Fi Fa	0.00	350.00	300.00	500.00	(200.00)
100-0000-00-321110 Licenses-Beer/Wine	0.00	0.00	16,500.00	2,350.00	14,150.00
100-0000-00-321111 Game Machines	0.00	55.00	300.00	220.00	80.00
100-0000-00-321125 Licenses - Wine Tasting Room	0.00	0.00	1,500.00	0.00	1,500.00
100-0000-00-321130 Licenses - Distilled Spirits	0.00	0.00	6,000.00	3,500.00	2,500.00
100-0000-00-321131 Brewery	0.00	0.00	2,200.00	0.00	2,200.00
100-0000-00-321400 General Business Licenses	0.00	650.00	55,000.00	12,750.00	42,250.00
100-0000-00-321410 Real Estate Licenses	0.00	0.00	500.00	0.00	500.00
100-0000-00-321411 Short Term Rental	0.00	300.00	0.00	750.00	0.00
100-0000-00-321420 Insurance Licenses	0.00	75.00	11,500.00	4,575.00	6,925.00
100-0000-00-322100 Building Permit Fees	0.00	727.74	40,000.00	7,497.12	32,502.88
100-0000-00-322120 Zoning Request Fees	0.00	0.00	500.00	0.00	500.00
100-0000-00-322130 Annexation/Deannexation Fee	0.00	0.00	500.00	0.00	500.00
100-0000-00-322140 Sign Permits	0.00	135.00	800.00	275.00	525.00
100-0000-00-322150 Soil/Erosion Permits	0.00	0.00	100.00	0.00	100.00
100-0000-00-322901 Parade Permits	0.00	100.00	100.00	100.00	0.00
100-0000-00-322902 Special Event Alcohol Fee	0.00	0.00	1,500.00	0.00	1,500.00
100-0000-00-323100 Business License Penalty	0.00	0.00	500.00	10,250.00	(9,750.00)
100-0000-00-333000 Housing Authority Pilot	0.00	0.00	35,000.00	40,665.16	(5,665.16)
100-0000-00-341400 Printing/Copying Fees	0.00	0.00	50.00	0.00	50.00
100-0000-00-342120 Police-Accident Reports	0.00	20.00	800.00	289.49	510.51
100-0000-00-342125 Criminal Records Check	0.00	100.00	300.00	280.00	20.00
100-0000-00-351170 Municipal Court Fines	0.00	25,281.99	264,100.00	98,382.99	165,717.01
100-0000-00-351171 Court Cost	0.00	0.00	0.00	75.00	0.00
100-0000-00-351172 Parking Tickets	0.00	290.00	200.00	840.00	(640.00)
100-0000-00-361000 Interest Income	0.00	1,548.95	50,000.00	7,485.10	42,514.90
100-0000-00-389000 Misc Income	0.00	112.49	220.00	486.65	(266.65)
Total General Fund Revenues	\$ 0.00	\$ 178,131.63	\$ 3,178,659.00	\$ 1,447,690.04	\$ 1,730,968.96

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
 For General Fund (100)
 For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Expenditures						
100-1100-11-511100	Salaries	\$ 0.00	\$ 1,250.00	\$ 18,000.00	\$ 5,500.00	\$ 12,500.00
100-1100-11-512200	FICA	0.00	95.64	1,377.00	420.77	956.23
100-1100-11-523500	Travel Expense	0.00	0.00	9,000.00	0.00	9,000.00
100-1100-11-523700	Education & Training	0.00	0.00	3,000.00	0.00	3,000.00
100-1500-15-511100	Salaries	0.00	12,783.64	168,800.00	63,918.19	104,881.81
100-1500-15-511101	Compensation-Planning and Z	0.00	0.00	2,000.00	300.00	1,700.00
100-1500-15-512100	Group Insurance	0.00	4,639.16	67,600.00	28,712.40	38,887.60
100-1500-15-512200	FICA	0.00	933.13	12,665.00	4,665.69	7,999.31
100-1500-15-512400	GMEBS	0.00	4,618.50	48,525.00	23,092.50	25,432.50
100-1500-15-512700	Workers Comp Ins.	0.00	2,587.00	27,000.00	2,622.00	24,378.00
100-1500-15-521100	Accounting & Audit Expense	0.00	0.00	13,000.00	0.00	13,000.00
100-1500-15-521210	Legal Services	0.00	0.00	5,000.00	1,810.00	3,190.00
100-1500-15-521302	Contract Services-USTI & TBS	0.00	0.00	10,500.00	4,326.68	6,173.32
100-1500-15-521320	City Website Maintenance	0.00	0.00	3,000.00	486.00	2,514.00
100-1500-15-521514	Fi Fa Filing Fees	0.00	0.00	500.00	1,525.00	(1,025.00)
100-1500-15-521515	Outside Collection Fees	0.00	0.00	500.00	0.00	500.00
100-1500-15-522200	Repairs and Maintenance	0.00	0.00	6,000.00	92.00	5,908.00
100-1500-15-522210	Vehicle Repairs and Maintena	0.00	0.00	500.00	283.91	216.09
100-1500-15-522211	Equip-Repairs and Maintenanc	0.00	0.00	500.00	0.00	500.00
100-1500-15-523100	Property & Liability Insurance	0.00	0.00	23,827.00	5,464.00	18,363.00
100-1500-15-523200	Telephone Expense	0.00	801.48	12,000.00	4,325.15	7,674.85
100-1500-15-523300	Advertising	0.00	153.00	3,500.00	867.00	2,633.00
100-1500-15-523500	Travel Expenses	0.00	0.00	4,000.00	2,617.64	1,382.36
100-1500-15-523600	Dues,Fees & Subscriptions	0.00	0.00	3,000.00	490.00	2,510.00
100-1500-15-523700	Education & Training	0.00	0.00	6,000.00	639.00	5,361.00
100-1500-15-523850	Contracted Labor	0.00	0.00	1,600.00	200.00	1,400.00
100-1500-15-531100	Office/Operating Supplies	0.00	533.24	9,000.00	3,283.49	5,716.51
100-1500-15-531110	Tires & Tubes	0.00	0.00	500.00	0.00	500.00
100-1500-15-531130	Postage	0.00	0.00	2,300.00	611.00	1,689.00
100-1500-15-531190	Misc Expense	0.00	0.00	500.00	90.25	409.75
100-1500-15-531210	Water,Sewer & Garbage Expe	0.00	649.77	6,000.00	3,777.78	2,222.22
100-1500-15-531220	Natural Gas Expense	0.00	0.00	5,000.00	1,416.34	3,583.66
100-1500-15-531230	Electric Expense	0.00	909.78	20,000.00	7,422.56	12,577.44
100-1500-15-531270	Vehicle Gas Expense	0.00	66.68	1,000.00	471.76	528.24
100-1500-15-531700	Other Supplies	0.00	0.00	500.00	0.00	500.00
100-1500-15-533400	City Code Book Supplement	0.00	3,424.91	4,000.00	3,424.91	575.09
100-1500-15-542300	Furniture & Fixtures	0.00	0.00	500.00	0.00	500.00
100-1500-15-542400	Computer Equipment	0.00	0.00	1,000.00	0.00	1,000.00
100-1500-15-543201	Leased Equipment	0.00	350.37	2,600.00	1,390.30	1,209.70
100-1500-15-543210	Payroll Administrative Fee	0.00	427.85	5,300.00	2,058.99	3,241.01
100-1500-15-571000	Intergovernmental Payments	0.00	0.00	15,000.00	0.00	15,000.00
100-1500-15-571500	Intergovernmental Payments-	0.00	0.00	19,000.00	4,800.00	14,200.00
100-1500-15-572000	Interagency Contributions	0.00	0.00	2,000.00	3,000.00	(1,000.00)
100-1500-15-572100	Fees Paid to GMA	0.00	0.00	2,000.00	0.00	2,000.00
100-1500-15-572200	fees Paid to NGRDC	0.00	0.00	2,000.00	0.00	2,000.00
100-1500-15-900000	Tax Refunds	0.00	0.00	0.00	4,185.86	0.00
100-1500-15-900001	Business Licenses Refunds	0.00	0.00	0.00	650.00	0.00

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
 For General Fund (100)
 For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
100-2650-26-521304	Contract Services - Court	0.00	1,011.15	16,000.00	5,055.75 \$	10,944.25
100-2650-26-571000	Monthly Fine Payments	0.00	3,130.68	50,000.00	15,413.01 \$	34,586.99
100-2650-26-571001	Detention Center Fine Paymen	0.00	1,009.38	16,000.00	5,134.83 \$	10,865.17
100-2650-26-571002	Refunds-Court Fines	0.00	84.00	1,000.00	84.00 \$	916.00
100-2650-26-572600	Fees paid to GA POA&B Fund	0.00	1,313.99	16,000.00	6,435.43 \$	9,564.57
100-3200-32-511100	Salaries	0.00	53,441.25	729,000.00	272,620.52 \$	456,379.48
100-3200-32-512100	Group Insurance	0.00	14,235.76	237,000.00	87,664.93 \$	149,335.07
100-3200-32-512200	FICA	0.00	3,848.82	54,369.00	19,586.83 \$	34,782.17
100-3200-32-512402	Peace Officers Retirement	0.00	315.00	4,030.00	4,346.82 \$	(316.82)
100-3200-32-522200	Repairs and Maintenance	0.00	0.00	1,000.00	416.88 \$	583.12
100-3200-32-522210	Vehicle Repairs and Maintena	0.00	1,873.32	16,000.00	7,107.32 \$	8,892.68
100-3200-32-523100	Property/Liability Ins	0.00	0.00	33,560.00	8,390.00 \$	25,170.00
100-3200-32-523200	Telephone Expense	0.00	405.20	10,900.00	4,075.14 \$	6,824.86
100-3200-32-523500	Travel expenses	0.00	260.25	1,500.00	260.25 \$	1,239.75
100-3200-32-523600	Dues,Fees and Subscriptions	0.00	0.00	500.00	155.00 \$	345.00
100-3200-32-523700	Education & Training	0.00	0.00	1,500.00	0.00 \$	1,500.00
100-3200-32-523850	Contracted Labor	0.00	150.00	1,800.00	750.00 \$	1,050.00
100-3200-32-531100	Office/Operating Supplies	0.00	35.49	8,000.00	844.10 \$	7,155.90
100-3200-32-531110	Tires and Tubes	0.00	45.00	6,000.00	2,146.88 \$	3,853.12
100-3200-32-531190	Misc. Expense	0.00	0.00	50.00	0.00 \$	50.00
100-3200-32-531210	Water,Sewer & Garbage Expe	0.00	43.64	1,500.00	217.48 \$	1,282.52
100-3200-32-531220	Natural Gas Expense	0.00	0.00	1,500.00	489.68 \$	1,010.32
100-3200-32-531230	Electric Expense	0.00	368.75	6,600.00	1,702.32 \$	4,897.68
100-3200-32-531270	Vehicle Gas Expense	0.00	4,975.96	45,000.00	20,048.56 \$	24,951.44
100-3200-32-531335	Uniforms	0.00	3,387.10	7,000.00	4,219.37 \$	2,780.63
100-3200-32-531700	Other Supplies	0.00	1,172.00	2,200.00	1,172.00 \$	1,028.00
100-3200-32-542200	Vehicle Purchases	0.00	0.00	70,000.00	47,680.00 \$	22,320.00
100-3200-32-542300	Furniture & Fixtures	0.00	0.00	500.00	0.00 \$	500.00
100-3200-32-542400	Computer Equipment	0.00	0.00	3,000.00	0.00 \$	3,000.00
100-3200-32-542500	Other Equipment	0.00	0.00	500.00	0.00 \$	500.00
100-3200-32-543201	Leased Equipment	0.00	63.13	21,000.00	273.83 \$	20,726.17
100-3200-32-543210	Contracted Fee	0.00	22.63	8,800.00	7,720.63 \$	1,079.37
100-3500-35-511100	Salaries	0.00	37,132.64	527,360.00	172,233.50 \$	355,126.50
100-3500-35-512100	Group Insurance	0.00	7,352.87	108,000.00	42,709.62 \$	65,290.38
100-3500-35-512200	FICA	0.00	2,677.37	40,343.00	12,389.13 \$	27,953.87
100-3500-35-512403	Firefighters Pension Fund	0.00	0.00	1,200.00	500.00 \$	700.00
100-3500-35-512404	Firefighter's Cancer Ins	0.00	0.00	2,500.00	985.00 \$	1,515.00
100-3500-35-522200	Repairs and Maintenance	0.00	60.00	3,000.00	828.11 \$	2,171.89
100-3500-35-522210	Vehicle Repairs and Maintena	0.00	3,200.00	10,000.00	3,898.89 \$	6,101.11
100-3500-35-522211	Equip-Repairs and Maintenanc	0.00	0.00	10,000.00	11,414.56 \$	(1,414.56)
100-3500-35-523100	Property/Liability Ins.	0.00	0.00	15,572.00	3,893.00 \$	11,679.00
100-3500-35-523200	Telephone Expense	0.00	509.67	6,500.00	2,484.66 \$	4,015.34
100-3500-35-523500	Travel Expenses	0.00	0.00	2,000.00	119.97 \$	1,880.03
100-3500-35-523600	Dues,Fees & Subscriptions	0.00	0.00	1,500.00	180.00 \$	1,320.00
100-3500-35-523700	Education & Training	0.00	0.00	1,500.00	0.00 \$	1,500.00
100-3500-35-531100	Office Supplies	0.00	150.00	2,000.00	546.92 \$	1,453.08
100-3500-35-531106	First Responder Supplies	0.00	0.00	3,000.00	956.84 \$	2,043.16
100-3500-35-531110	Tires and Tubes	0.00	0.00	4,000.00	157.46 \$	3,842.54
100-3500-35-531135	Fire Safety Education Supplies	0.00	0.00	1,000.00	69.34 \$	930.66

City of Ellijay Statement of Revenue and Expenditures

Original Budget
For General Fund (100)
For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
100-3500-35-531210 Water,Sewer & Garbage Expe	0.00	78.63	2,000.00	798.10 \$	1,201.90
100-3500-35-531220 Natural Gas Expense	0.00	0.00	2,000.00	489.70 \$	1,510.30
100-3500-35-531230 Electric Expense	0.00	368.74	7,000.00	1,702.29 \$	5,297.71
100-3500-35-531270 Vehicle Gas Expense	0.00	782.00	6,500.00	3,061.61 \$	3,438.39
100-3500-35-531335 Uniforms	0.00	0.00	4,000.00	1,100.89 \$	2,899.11
100-3500-35-531336 Turn Out Gear	0.00	0.00	10,000.00	2,759.27 \$	7,240.73
100-3500-35-531700 Radios and Pagers	0.00	0.00	2,000.00	396.00 \$	1,604.00
100-3500-35-542300 Furniture & Fixtures	0.00	0.00	1,000.00	0.00 \$	1,000.00
100-3500-35-542400 Computer Equipment	0.00	0.00	500.00	0.00 \$	500.00
100-3500-35-543201 Leased Equipment	0.00	74.63	1,000.00	358.74 \$	641.26
100-4200-42-511100 Salaries	0.00	15,687.60	221,000.00	81,058.78 \$	139,941.22
100-4200-42-512100 Group Insurance	0.00	5,700.36	95,250.00	33,401.31 \$	61,848.69
100-4200-42-512200 FICA	0.00	1,084.26	16,907.00	5,621.78 \$	11,285.22
100-4200-42-522200 Repairs and Maintenance	0.00	732.06	7,000.00	3,973.08 \$	3,026.92
100-4200-42-522210 Vehicle Repairs and Maintena	0.00	0.00	4,000.00	495.02 \$	3,504.98
100-4200-42-522211 Equip-Repairs and Maintenanc	0.00	433.92	7,000.00	5,956.09 \$	1,043.91
100-4200-42-523100 Property/Liability Ins.	0.00	0.00	5,024.00	1,361.69 \$	3,662.31
100-4200-42-523200 Telephone Expense	0.00	88.99	1,100.00	444.95 \$	655.05
100-4200-42-523700 Education & Training	0.00	0.00	500.00	0.00 \$	500.00
100-4200-42-524260 Street Lights	0.00	6,725.70	90,000.00	37,679.47 \$	52,320.53
100-4200-42-524530 Solid Waste Disposal	0.00	0.00	500.00	121.38 \$	378.62
100-4200-42-531100 Operating Supplies	0.00	469.10	11,000.00	3,167.77 \$	7,832.23
100-4200-42-531103 Xmas Lights/Banners	0.00	0.00	3,000.00	0.00 \$	3,000.00
100-4200-42-531110 Tires and Tubes	0.00	15.00	1,000.00	585.51 \$	414.49
100-4200-42-531230 Electric Expense	0.00	66.23	0.00	722.02 \$	0.00
100-4200-42-531270 Vehicle Gas Expense	0.00	765.15	7,000.00	2,422.21 \$	4,577.79
100-4200-42-531335 Uniforms	0.00	0.00	4,000.00	861.79 \$	3,138.21
100-4200-42-534221 Street Maintenance	0.00	0.00	2,000.00	91.43 \$	1,908.57
100-4200-42-542200 Vehicle Purchases	0.00	0.00	5,000.00	0.00 \$	5,000.00
100-6200-62-531230 Electric Expense	0.00	0.00	1,500.00	0.00 \$	1,500.00
Total General Fund Expenditures	\$ 0.00	\$ 209,571.57	\$ 3,179,659.00	\$ 1,154,950.61	\$ 2,024,708.39
General Fund Excess of Revenues Over Expenditures	\$ 0.00	\$ (31,439.94)	\$ (1,000.00)	\$ 292,739.43	\$ (293,739.43)

City of Ellijay
Statement of Revenue and Expenditures
Original Budget
For Downtown Development Authority (160)
For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
160-0000-00-361000 Interest Income	\$ 0.00	\$ 11.35	\$ 100.00	\$ 58.15	41.85
Total Downtown Development Authority Revenues	\$ 0.00	\$ 11.35	\$ 100.00	\$ 58.15	41.85
Expenditures					
160-1600-16-531699 Boardwalk Expense	\$ 0.00	\$ 0.00	\$ 100.00	\$ 0.00	100.00
Total Downtown Development Authority Expenditures	\$ 0.00	\$ 0.00	\$ 100.00	\$ 0.00	100.00
Downtown Development Authority Excess of Revenues	\$ 0.00	\$ 11.35	\$ 0.00	\$ 58.15	0.00

City of Ellijay
Statement of Revenue and Expenditures
Original Budget
For Confiscated Assets-Police (210)
For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Expenditures					
210-2100-21-522650 Siezed Funds Distribution	\$ 0.00	\$ 0.00	\$ 14.00	\$ 0.00	14.00
Total Confiscated Assets-Police Expenditures	\$ 0.00	\$ 0.00	\$ 14.00	\$ 0.00	14.00
Confiscated Assets-Police Excess of Revenues Over Ex	\$ 0.00	\$ 0.00	(\$ 14.00)	\$ 0.00	(14.00)

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
 For Bond Escrow Account (220)
 For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
220-0000-00-313100 Cash Bonds	\$ 0.00	\$ 4,096.00	\$ 55,000.00	\$ 30,662.00	\$ 24,338.00
220-0000-00-361000 Interest Income	0.00	19.06	600.00	76.10	523.90
Total Bond Escrow Account Revenues	\$ 0.00	\$ 4,115.06	\$ 55,600.00	\$ 30,738.10	\$ 24,861.90
Expenditures					
220-2200-22-571002 Refunds-Court Fines	\$ 0.00	\$ 0.00	\$ 0.00	\$ (728.00)	\$ 0.00
220-2200-22-613100 bond - transfer to Superior Co	0.00	1,888.00	1,500.00	4,543.00	(3,043.00)
Total Bond Escrow Account Expenditures	\$ 0.00	\$ 1,888.00	\$ 1,500.00	\$ 3,815.00	(2,315.00)
Bond Escrow Account Excess of Revenues Over Expen	\$ 0.00	\$ 2,227.06	\$ 54,100.00	\$ 26,923.10	\$ 27,176.90

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
 For Automobile Reserve (230)
 For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
230-0000-00-361000 Interest Income	\$ 0.00	\$ 15.76	\$ 400.00	\$ 80.71	\$ 319.29
230-0000-00-392100 Sale of Fixed Assets-PD	0.00	0.00	12,000.00	0.00	12,000.00
Total Automobile Reserve Revenues	\$ 0.00	\$ 15.76	\$ 12,400.00	\$ 80.71	\$ 12,319.29
Expenditures					
230-2300-23-542200 Vehicle Purchases - Police	\$ 0.00	\$ 0.00	\$ 27,000.00	\$ 0.00	\$ 27,000.00
230-3200-32-523901 Fees	0.00	0.00	400.00	0.00	400.00
Total Automobile Reserve Expenditures	\$ 0.00	\$ 0.00	\$ 27,400.00	\$ 0.00	\$ 27,400.00
Automobile Reserve Excess of Revenues Over Expendit	\$ 0.00	\$ 15.76	(\$ 15,000.00)	\$ 80.71	(\$ 15,080.71)

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
 For Technology Surcharge Fund (240)
 For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
240-0000-00-351173 Technology Surcharge	\$ 0.00	\$ 2,252.01	\$ 30,700.00	\$ 11,520.01	\$ 19,179.99
240-0000-00-361000 Interest Income	0.00	18.14	200.00	92.52	107.48
Total Technology Surcharge Fund Revenues	\$ 0.00	\$ 2,270.15	\$ 30,900.00	\$ 11,612.53	\$ 19,287.47
Expenditures					
240-2650-26-521304 Contract Services - Court	\$ 0.00	\$ 2,100.00	\$ 0.00	\$ 8,700.00	\$ 0.00
240-3200-32-531100 Office/Operating Supplies	0.00	0.00	9,000.00	0.00	9,000.00
240-3200-32-542400 Capital Outlay-Computer Equi	0.00	0.00	5,700.00	0.00	5,700.00
Total Technology Surcharge Fund Expenditures	\$ 0.00	\$ 2,100.00	\$ 14,700.00	\$ 8,700.00	\$ 6,000.00
Technology Surcharge Fund Excess of Revenues Over	\$ 0.00	\$ 170.15	\$ 16,200.00	\$ 2,912.53	\$ 13,287.47

City of Ellijay
Statement of Revenue and Expenditures
Original Budget
For Multiple Grant Fund (250)
For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
250-0000-00-334310 Direct State Grants	\$ 0.00	\$ 59,285.92	\$ 55,000.00	\$ 60,068.42	\$ (5,068.42)
250-0000-00-361000 Interest Income	0.00	137.95	1,200.00	545.75	654.25
Total Multiple Grant Fund Revenues	\$ 0.00	\$ 59,423.87	\$ 56,200.00	\$ 60,614.17	\$ (4,414.17)
Expenditures					
250-2500-25-541300 FY 2018 LMIG	\$ 0.00	\$ 0.00	\$ 56,200.00	\$ 0.00	\$ 56,200.00
Total Multiple Grant Fund Expenditures	\$ 0.00	\$ 0.00	\$ 56,200.00	\$ 0.00	\$ 56,200.00
Multiple Grant Fund Excess of Revenues Over Expendit	\$ 0.00	\$ 59,423.87	\$ 0.00	\$ 60,614.17	\$ 0.00

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
 For Hotel/Motel Fund (275)
 For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
275-0000-00-314100 Hotel/Motel Tax	\$ 0.00	\$ 5,705.08	\$ 50,000.00	\$ 22,083.46	\$ 27,916.54
275-0000-00-361000 Interest Income	0.00	199.63	1,700.00	1,080.61	619.39
Total Hotel/Motel Fund Revenues	\$ 0.00	\$ 5,904.71	\$ 51,700.00	\$ 23,164.07	\$ 28,535.93
Expenditures					
275-1500-15-572500 Fees paid to Chamber of Com	\$ 0.00	\$ 2,495.97	\$ 36,700.00	\$ 9,711.52	\$ 26,988.48
275-2750-27-531102 Fireworks	0.00	0.00	15,000.00	12,550.00	2,450.00
Total Hotel/Motel Fund Expenditures	\$ 0.00	\$ 2,495.97	\$ 51,700.00	\$ 22,261.52	\$ 29,438.48
Hotel/Motel Fund Excess of Revenues Over Expenditure	\$ 0.00	\$ 3,408.74	\$ 0.00	\$ 902.55	\$ 0.00

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
 For Cemetery Fund (276)
 For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
276-0000-00-349100 Sale of Cemetery Lots	\$ 0.00	\$ 0.00	\$ 5,000.00	\$ 4,500.00	\$ 500.00
276-0000-00-361000 Interest Income	0.00	1,703.96	2,400.00	2,534.34	(134.34)
Total Cemetery Fund Revenues	\$ 0.00	\$ 1,703.96	\$ 7,400.00	\$ 7,034.34	\$ 365.66
Expenditures					
276-2760-28-531190 Misc Expense	\$ 0.00	\$ 0.00	\$ 7,400.00	\$ 0.00	\$ 7,400.00
276-2760-28-571002 Refunds-Cemetery Lots	0.00	0.00	0.00	2,100.00	0.00
Total Cemetery Fund Expenditures	\$ 0.00	\$ 0.00	\$ 7,400.00	\$ 2,100.00	\$ 5,300.00
Cemetery Fund Excess of Revenues Over Expenditures	\$ 0.00	\$ 1,703.96	\$ 0.00	\$ 4,934.34	\$ 0.00

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
 For SPLOST (321)
 For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
321-0000-00-313100 Special Local Option Sales Ta	\$ 0.00	\$ 42,996.99	\$ 500,000.00	\$ 222,820.15	277,179.85
321-0000-00-361000 Interest Income	0.00	1,687.04	2,000.00	7,940.94	(5,940.94)
Total SPLOST Revenues	\$ 0.00	\$ 44,684.03	\$ 502,000.00	\$ 230,761.09	271,238.91
Expenditures					
321-4200-42-522200 Repairs and Maintenance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 170.80	0.00
321-4200-42-531100 Office/Operating Supplies	0.00	0.00	0.00	75.00	0.00
321-4200-42-534221 Street Maintenance	0.00	0.00	400,000.00	4,931.48	395,068.52
321-4200-42-541225 Parks & Recreation	0.00	1,255.91	50,000.00	1,305.91	48,694.09
321-4200-42-541305 LMIG-2019	0.00	0.00	52,000.00	0.00	52,000.00
Total SPLOST Expenditures	\$ 0.00	\$ 1,255.91	\$ 502,000.00	\$ 6,483.19	495,516.81
SPLOST Excess of Revenues Over Expenditures	\$ 0.00	\$ 43,428.12	\$ 0.00	\$ 224,277.90	0.00

City of Ellijay
Statement of Revenue and Expenditures
Original Budget

For the Fiscal Period 2026-5 Ending May 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Total Revenues	\$ 0.00	\$ 296,260.52	\$ 3,894,959.00	\$ 1,811,753.20	\$ 2,083,205.80
Total Expenditures	\$ 0.00	\$ 217,311.45	\$ 3,840,673.00	\$ 1,198,310.32	\$ 2,642,362.68
Total Excess of Revenues Over Expenditures	\$ 0.00	\$ 78,949.07	\$ 54,286.00	\$ 613,442.88	\$ (559,156.88)



**ELLIJAY POLICE DEPARTMENT
MONTHLY REPORT
May 2026
PRESENTED June 2026**



Activity Overview:

Total Reports: 99

Incident Reports: 73

 Crash Reports: 25

 Use of Force Reports: 1

 Domestic Violence Reports: 1

Arrests: 10

Traffic Enforcement: 377

 Citations: 122

 Warnings: 255

Traffic Enforcement: There were 377 traffic violations last month. The most notable traffic offenses are: 85 speeding (including 3 too fast for conditions); 52 disregard of traffic control device (stop, yield, light, etc); 47 Failure to maintain lane; and 38 Tag/Registration related; 26 distracted driving; 37 equipment/lighting; 15 license related; and 5 driving under the influence. We did see enforcement of window tint, sound emanating from vehicle, seat belts, and other various offenses.

Use of Force: Officer Young was dispatched to Old Northcutt Rd. regarding a disturbance. The call location is a wedding venue and a wedding reception was underway with numerous intoxicated persons who were involved in an altercation. After multiple attempts to separate and mediate, an arrest was attempted in which the offender struggled with the officers. Officer Young used his Taser in dry-stun mode (no probes) to gain compliance from the offender who was charged with disorderly conduct.

Trends: *Increases and decreases by call or charge type from May of 2025*

Call / Charge	2025	2026	% Change
Alarm (business and residence)	42	49	+16.67%
DUI (all types)	27	19	-7%
Parking Violations	9	38	+322%
Veh. Registration Violations	7	15	+114%
Speeding	6	10	+ 67 %

Burglary	1	0	-100%
Criminal Damage to Property	1	0	-100%
Forgery 1 st Degree	2	0	-200%
Failure to Yield turning left	7	1	-67%
911 Hangup	17	13	-23.5%

Arrest Age/Race/Sex Analysis: There were 10 arrests; 7 were white and 2 black and 1 Unknown. 3 Were female and 7 were male. There are no notable offsets between ages with 3 of the arrests were between ages 26 and 30, Two were between 41 and 45 and two were between 56 and 60 years of age. For the year, there are more arrested in the 26-30 age range than any other criteria with 36-40 coming in second. Annually, there are more white males arrested than any other criteria.

Citation Race/Sex Analysis: For the month of May, there were a total of 377 warnings and citations given for the month with 300 of those given to those who are white; 223 of those were male, 134 females, and the rest is listed as unknown. There is no disparate impact found of any protected class.

Results of GMA Retirement Amortization study: The report provided by GMA demonstrates the following costs of the proposed retirement plan, which will raise the retirement multiplier from 1% to 2%, maintains current retirement age for regular employees and lowers the minimum retirement age for public safety from 65 to 55 with 20 years of service.

Current cost of our current plan: \$57,424

Total cost of proposed plan: \$172,725

Annual Budgetary Increase needed for new plan (cost of new plan): \$115,301

Briefing on 2026 FIFA World Cup: The Atlanta dates are June 11 through July 19, 2026. Preparations have and are being made across the state, and locally, for the large number of international visitors we will experience during this time. Gilmer County has been advertised by our tourism marketing organization as a short-term rental possibility for international visitors.

There have incidents within the Atlanta Metro Area which have placed law enforcement on a heightened level of alertness. Our State is on the world stage and should be aware of world politics and issues. For instance; Uzbekistan is making its FIFA World Cup debut, making the city of Marietta its official base camp. The country is Sunni Muslim (97%) and are known as the most devout Muslims in all of Central Asia. They are known as being a tolerant Islamic civilization, their heavily criticized human rights records (and close ties to Russia) could create an environment for protests and demonstrations. Intelligence briefings have highlighted possible civil unrest in the metro Atlanta area (international, pro-Palestinian, pro-Israeli, and anti-war demonstrations, etc.).

Agency Activity Report

May 2026

Reports	May '26	Year to Date
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Total Reports:	99	440
Total Incident Reports:	73	339
Total Crash Reports:	25	94
Total Use of Force Reports:	1	7

Arrests		
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Total:	10	47
Total Male Arrestees:	7	33
Total Female Arrestees:	3	14
Total Other/Unknown Arrestees:	0	0
Total Juvenile Arrestees:	0	0

Domestic Violences		
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Total Domestic Violence Reports:	1	5
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Tickets		
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Total Tickets (Non-Warnings):	122	586
Total Warnings:	255	1227

Officer Statistics Report

Date Range: 5/01/2026, 00:00:00 - 5/31/2026, 23:59:59

Officer	Incident	Crash	UpF	DUI	Domestic Violence	Juvenile	Total Reports	Misd. Arrests	Felony Arrests	Drug Arrests	Total Arrests	Speeding Citations	Other Citations	Warnings	Total Citations
D. K. Young	7	4	1	0	1	0	12	0	0	0	1	0	8	15	23
J. B. Hill	7	5	0	0	0	0	12	0	0	0	0	23	8	24	53
J. M. Chastain	10	0	0	0	0	0	10	0	0	0	0	0	0	1	1
J. T. Morris	12	7	0	0	0	0	19	0	0	0	0	1	9	16	26
K. T. Hensley	11	2	0	3	0	0	13	0	0	0	5	1	16	89	106
L. A. Ortal	10	3	0	2	0	0	13	0	0	0	3	8	13	83	104
S.M. Westmoreland	5	0	0	0	0	0	5	0	0	0	0	0	0	0	0
T. G. McClure	11	4	0	0	0	0	15	0	0	0	0	14	9	27	50
Totals	73	26	1	5	1	0	99	0	0	0	9	47	76	285	377

Georgia State Patrol Citations	Speeding Citations	Other Citations	Warnings	Total Citations
GREER, HUSS_GSP	0	10	0	10
JONES, DAVID_GSP	0	4	0	4
Total				14

Ticket Race/Sex Analysis Report

Printed:06/02/2026 17:08:40

Date Range: 5/01/2026, 00:00:00 - 5/31/2026, 23:59:59

Agency: Ellijay Police Department

Race	Gender	<=10	16-17	18-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	65+	Grand Total
ASIAN	FEMALE				1					1					2
	MALE											1			1
Total ASIAN					1					1		1			3
BLACK	FEMALE			2	4		2			1	1				10
	MALE			3	3	4	2	2	1	3				3	21
Total BLACK				5	7	4	4	2	1	4	1			3	31
HISPANIC	FEMALE			1	2	2			1						6
	MALE			2	1	2	1	1	6	2		2			17
Total HISPANIC				3	3	4	1	1	7	2		2			23
Unknown	FEMALE									2				2	4
	MALE					7		1		1				1	10
Total Unknown						7		1		3				3	14
UNKNOWN	FEMALE				1										1
Total UNKNOWN					1										1
WHITE	FEMALE	1	2	14	8	5	6	9	11	11	15	15	4	15	116
	MALE		6	20	16	21	16	17	11	12	18	16	2	29	184
Total WHITE		1	8	34	24	26	22	26	22	23	33	31	6	44	300
Grand Total		1	8	43	35	41	27	30	30	33	34	34	6	50	372

Ticket Race/Sex Analysis Report

Printed:06/02/2026 17:09:37

Date Range: 1/01/2026, 00:00:00 - 5/31/2026, 23:59:59

Agency: Ellijay Police Department

Race	Gender	<=10	11-15	16-17	18-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	65+	Grand Total
ASIAN	FEMALE				2	4	1				2		1			10
	MALE											1	1	2	1	5
Total ASIAN					2	4	1				2	1	2	2	1	15
BLACK	FEMALE				5	6	3	5	1	1	1	6	1			29
	MALE				5	10	8	5	5	10	5	2		2	3	55
Total BLACK					10	16	11	10	6	11	6	8	1	2	3	84
HISPANIC	FEMALE				6	3	4	3	2	1		1				20
	MALE				7	14	17	4	10	9	5	1	4			71
Total HISPANIC					13	17	21	7	12	10	5	2	4			91
Unknown	FEMALE						3	1			2				4	10
	MALE					1	8		6	1	1	1	1		2	21
Total Unknown						1	11	1	6	1	3	1	1		6	31
UNKNOWN	FEMALE				1				2						1	4
	MALE						1			1	2					4
Total UNKNOWN					1		1		2	1	2				1	8
WHITE	FEMALE	1	2	16	45	62	59	50	63	63	44	57	49	29	57	597
	MALE		3	35	96	126	97	91	68	105	59	78	62	42	112	974
Total WHITE		1	5	51	141	188	156	141	131	168	103	135	111	71	169	1571
Grand Total		1	5	51	167	226	201	159	157	191	121	147	119	75	180	1800

Arrest Race/Sex Analysis Report

Date Range: 5/01/2026, 00:00:00 through 5/31/2026, 23:59:59

Race	Gender	26-30	31-35	41-45	46-50	51-55	56-60	Grand Total
BLACK	MALE	1				1		2
Total BLACK		1				1		2
Unknown	FEMALE						1	1
Total Unknown							1	1
WHITE	FEMALE			1			1	2
	MALE	2	1	1		1		5
Total WHITE		2	1	2		1	1	7
Grand Total		3	1	2	1	1	2	10

Arrest Race/Sex Analysis Report												
Date Range: 1/01/2026, 00:00:00 through 5/31/2026, 23:59:59												
Race	Gender	18-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	Grand Total
BLACK	MALE		2	1		1		1				5
Total BLACK			2	1		1		1				5
Unknown	FEMALE									1		1
Total Unknown										1		1
WHITE	FEMALE		1	2		1	5		1	2	1	13
	MALE	3	3	7	5	5	1		3		1	28
Total WHITE		3	4	9	5	6	6		4	2	2	41
Grand Total		3	6	10	5	7	6	1	4	3	2	47

Sheet1

Ellijay Fire Monthly Report May. 2026

Calls	Total	M/A	Auto. Aid	Comments
EMS	58	2		
MVA	11		2	
Extrication	0			
LZ	0			
Structure Fire	1			
Car Fire	1			
Brush Fire	0			
Acres Involved	0			
Fire Alarm	5			
Tree Down	4			
Haz-Mat	0			
Rescue	0			
Service Call	6			Patient assist
Blood Draw	2			
Other	2			1 No Emergency, 1 LEO Matter
Total	90			
of which were M/A	2			
of which were Auto. Aid	2			
Mileage				
R-15	392			
E-15	Out of service			
Q-15	96			
P-15	204			
FC-15				
102				

RE: Monthly Code Enforcement Update

Building/Construction	Building Permits	Land Disturbing Permits	Building Planning Meetings	Inspections
	2	1	4	14

Zoning	Zoning Change Applications	Zoning Variance Applications	Zoning Consultations
	0	1	2

Housing & General Code Enforcement	Verbal Warnings	Written Warnings	Complaint Mediation	Citations
	6	1	2	0

Andrew Mathis, Code Enforcement Officer

Permits:

998 – 142 Summit View Ln – generator
999 – 136 Industrial Blvd – com remodel

Land Disturbance – Hwy 515 prep for building

CITY OF ELLIJAY
STATE OF GEORGIA

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ZONING

A RESOLUTION AND ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF ELLIJAY, GEORGIA, IN ORDER TO AMEND APPENDIX A FOR THE PURPOSES OF AMENDING THE ZONING PROCEDURES PROVISIONS IN ORDER TO BETTER PROTECT AND IMPROVE THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF ELLIJAY, GEORGIA.

WHEREAS, the duly elected governing authority of the City of Ellijay, Georgia is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, welfare and aesthetics of the citizens of the City of Ellijay, Georgia; and,

WHEREAS, The Mayor and Council of the City of Ellijay have previously adopted the Code of Ordinances, City of Ellijay, Georgia; and,

WHEREAS, the City of Ellijay desires to amend its Code of Ordinances to amend the Zoning ordinances as it relates to provisions on certain changes to the procedures in order to address the current trends in crypto-currency and data mining;

WHEREAS, it is requisite and proper for the security, welfare, health, and safety of the citizens of the City of Ellijay, Georgia, that the following provisions be adopted and authorized; and,

WHEREAS, the Mayor and Council of the City of Ellijay wish to modify and amend the Code of Ordinances;

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the City Council of Ellijay, Georgia, and the council of the City of Ellijay hereby ordains that:

SECTION 1

Article 20 shall be amended in Appendix A-Zoning, of the Code of Ordinances of the City of Ellijay, Georgia shall be amended and the following shall be added:

The title of the Article shall be **Article 20: Cryptocurrency Mining, Data Mining, and Data Centers.**

Sec. 20-1. – Purpose.

To establish standards relating to cryptocurrency and data mining in order to protect the public health, safety, and welfare, while avoiding unintended impacts on resources and adjacent

uses, while enabling the development of Cryptocurrency Mining and Data Centers, to the extent possible, in areas where any potential adverse effects on the community will be minimized.

Sec. 20-2. – Definitions.

Code Enforcement Officer. Any person contracted with or employed by a state, county, or municipality who has enforcement authority for health, safety, or welfare requirements and is authorized to issue citations or file formal complaints regarding the same as contemplated by O.C.G.A. § 36-74-21(1).

Cryptocurrency. A digital currency in which encryption techniques are used to regulate the generation of units of currency and to verify the transfer of funds while operating independently of a central bank.

Cryptocurrency Data Center. A data center, or leased or owned boundaries of floor space within a data center, devoted to operating data processing equipment for commercial cryptocurrency mining. A cryptocurrency data center is a type of data center and shall be subject to all requirements applicable to data centers, together with any additional requirements applicable to commercial cryptocurrency mining operations.

Commercial Cryptocurrency Mining. The commercial process by which cryptocurrency transactions are verified and added to the public ledger, known as the block chain, and also the means through which new units of cryptocurrencies are released through the use of server farms. Any equipment requiring a High-Density Load Service, for the purpose of operating a cryptocurrency mining server farm will constitute a commercial cryptocurrency mining operating.

Cryptocurrency Server Farm. Three or more interconnected computers housed together in a single facility whose primary function is to perform cryptocurrency mining or associated data processing.

Data center. A building, structure, room, facility, or group of buildings or structures used primarily to house servers, computers, network equipment, telecommunications equipment, data storage systems, cooling equipment, power distribution equipment, backup power systems, or related infrastructure for the purpose of data storage, data processing, cloud computing, artificial intelligence computing, high-performance computing, colocation services, network operations, disaster recovery, or similar digital information technology operations. The term includes associated mechanical, electrical, cooling, security, and support equipment, whether operated for a single entity or multiple customers, and whether or not used for cryptocurrency mining or data mining.

Data mining. The commercial process by which volumes of data are analyzed to find patterns, discover trends, and gain insight into how the data can be used will constitute a commercial data mining operating.

High-density Load Service. Any individual service at or above 600 amps in which the Energy Use Intensity (EUI) is calculated as greater than 250kWh/feet²/year in total for all operating square feet.

Manufacturing. Manufacturing means the converting of raw, unfinished materials or products, or any or either of them, into an article or articles or substance of a different character, or for use for a different character, or for use as a different purpose. Manufacturing does not include Cryptocurrency Mining, Farming or Data mining.

Office. A building, or portion thereof, wherein a predominately administrative, professional, or clerical operations are performed, and not involving retail sales or Cryptocurrency Mining, Farming or Data mining.

Recycling Center. Any facility utilized for the purpose of collecting, sorting and processing materials to be recycled, including but not limited to, plastics, glass, papers and aluminum materials and not involving or related to Cryptocurrency Mining, Farming, or Data mining.

SOC 2. A voluntary compliance standard for service organizations, developed by the American Institute of CPAs (AICPA), which specifies how organizations should manage customer data. The standard is based on the following Trust Services Criteria: security, availability, processing integrity, confidentiality, and privacy.

Sec. 20-3. – Applicability and Location.

20-3.1. This ordinance shall apply to all commercial cryptocurrency mining operations, data mining operations, cryptocurrency data centers, cryptocurrency server farms, and data centers installed, constructed, established, expanded, substantially modified, or operated after the effective date of this article.

20-3.2. All commercial cryptocurrency mining operations, data mining operations, cryptocurrency data centers, cryptocurrency server farms, and data centers shall be designed, erected, installed, maintained, and operated in accordance with all applicable local, state, and federal codes, regulations, and standards.

20-3.3. Commercial Cryptocurrency Mining, Data Mining Operations, a Cryptocurrency Data Center, a Cryptocurrency Server Farm, and data centers shall only be located and conducted on property zoned I-2 within the City limits and only after the application for, and the grant of, conditional use permit by the Mayor and City Council. As part of the conditional use permit, the following minimum setbacks shall apply unless a greater setback is required elsewhere in this article: 200 feet front, 200 feet sides, and 200 feet rear. No such use shall be located within a flood plain within the city limits.

Sec. 20-4. – Standards for Commercial Cryptocurrency Mining Operations.

20-4.1. All principal and accessory structures used for cryptocurrency mining operations, server farms, and/or data mining centers, shall be arranged, designed, and constructed to be harmonious and compatible with the site and with the surrounding properties. If prefabricated, pre-engineered or modular structures are installed, the following standards are required:

- a. All structures shall have concrete foundations.
- b. All exterior facades shall have muted earth tone colors, and shall not be defective, decayed, or corroded.
- c. If intermodal shipping containers are utilized, such installations shall comply with the requirements of the most recent edition of the Industrialized Building Rules and Bulletins of the Georgia Department of Community Affairs, and O.C.G.A Title 8, Chapter 2, Article 2. Part 1.

20-4.2. The operators shall not cause, allow, or permit the operation of any source of sound which creates at an occupied residential building or defined sensitive receiver, as may exist at the time of the issuance of a certificate of completion or occupancy, a sound level that exceeds a daytime continuous sound level of 50dBA or a nighttime continuous sound level of 45dBA.

20-4.3. The operators shall not cause, allow, or permit the operation of any source of sound or vibration which creates a pure tone where the one-third (1/3) octave band sound pressure level in the band of interest exceeds the arithmetic average of the sound-pressure levels for the two adjacent one-third (1/3) octave bands by the corresponding decibel (dB(Flat)) values as follows:

- a. 5dB for center frequencies of 500 Hertz and above;
- b. 8dB for center frequencies between and including 160 and 400 Hertz; and
- c. 15dB for center frequencies less than or equal to 125 Hertz.
- d. A pure tone shall be deemed present by measurement.

20-4.4. For permitting and compliance purposes, measurements shall be performed using a calibrated Type 1 Sound Level Meter, configuring to log and record one-third (1/3) octave flat-weighted equivalent sound pressure levels, and A-weighted equivalent level (Leq), slow time weighting, with a 15-minute averaging interval. Measurements shall be made proximate to, but no closer than 100 feet from any adjacent property line. Transient background sounds must be excluded from the measurement period by post-processing or other means. Compliance is indicated if the noise solely generated by the operator cannot be discriminated from the equivalent-continuous background sound pressure level, or if the noise levels solely generated by the operator otherwise conform to the requirements of Section 20-4.3 and 20-4.4.

20-4.5. Prior to the issuance of a certificate of completion or occupancy, a report with noise level test results shall be submitted for approval by the applicant from a noise control engineering professional for the purpose of demonstrating compliance. The expense for testing and reporting the results, in written format, to the City will be the responsibility of the applicant.

20-4.6. A noise reduction barrier or device may be required at the discretion of the City when it is conclusive that noise level tests do not conform to Section 20-4.3 and 20-4.4. If this is required of the applicant of facility, the expense of compliance shall be the applicant's and not the City's.

20-4.7. Terminology as used herein related acoustic levels and measurements follow American National Standard ANSI S12:9: "Quantities and Procedures for Description and Measurement of Environmental Sound – Part 1: Basic Quantities and Definitions," and ANSI S12:9: "Quantities and Procedures for Description and Measurement of Environmental Sound. Part 3: Short-term measurements with an observer present".

20-4.8. All servers, computers, processors, materials, and equipment must be enclosed within buildings. These buildings will be subject to commercial design standards.

20-4.9. The equipment used in any Commercial Cryptocurrency Mining operation shall be housed in a metered (either individually or collectively in primary-metered services), electrically grounded, and pre-engineered metal-encased structure with a fire rating designed to resist an internal electrical fire for at least 30 minutes. The containment space shall contain baffles that will automatically close in the event of fire independent of a possible electric system failure.

20-4.10. Prior to issuance of a building permit, the applicant shall provide written verification from the power provider (Georgia Power or Amicalola EMC) that the applicant has calculated the maximum potential electrical consumption of the proposed use and has verified the utility supply equipment and related electrical infrastructure is sufficiently sized and can safely accommodate the proposed use during power provider's peak consumption hours.

20-4.11. Power shall only be provided by either Georgia Power or Amicalola EMC. No use of alternative power, such as wind, or hydro, is permitted, whether on-site or off-site. Solar panels, however, may be used as an alternative source of power.

20-4.12. Commercial Cryptocurrency Mining Data Center will undergo SOC 2 auditing resulting in successful certification. The data center will also maintain the SOC 2 certification for the duration of operation. Validation of certification will be provided to the City within 13 months of beginning operating and annually thereafter.

20-4.13. Any use or activity producing air, dust, smoke, glare, exhaust, heat, or humidity in any form shall be carried on in such a manner that it is not perceptible at or beyond the property line.

20-4.14. Any use of ISO shipping containers or similar as housing, whether horizontally combine or independent of other structures for the commercial cryptocurrency mining operation, shall not be vertically combined to exceed a height of greater than nine (9) feet.

20-4.15. A security fence with a minimum height of eight (8) feet must be installed around the perimeter of the server farm building. Each commercial cryptocurrency mining and data operation shall provide a 24-hour emergency contact signage visible at the access entrance. Signs shall include company name if applicable, owner/representative name, telephone number, and corresponding local power company and telephone number.

20-4.16. No façade of any commercial cryptocurrency mining operation shall have more than twenty (20%) percent of the area exposed with apparatus (e.g., vents, fans, HVAC systems, etc.).

20-4.17. An active clean agent fire protection system must be provided and maintained in good working order within any structure which contains a server farm. High sensitivity smoke detectors shall be installed and operational in order to activate the clean agent fire suppression system.

20-4.18. There shall be an emergency electrical termination switch installed outside of any containment structure which contains the server farm. The switch shall be appropriately signed so that responding public safety officials can quickly identify it.

20-4.19. All building requirements in this section, including but not limited to heat transfer apparatuses, fire detection/suppression systems, or containment structures shall be designed by a State of Georgia licensed engineer and in accordance with all applicable codes and standards.

20-4.20. Prior to issuance of a building permit, the applicant shall provide written verification of a waste management plan for any waste water and/or other technology waste products.

20-4.21. The ambient temperature inside of a containment space which houses a server farm shall not exceed 120 degrees Fahrenheit at any time. No person shall be permitted to regularly inspect and work within the containment area which houses a server farm if the ambient temperature within the containment areas exceeds 90 degrees Fahrenheit.

20-4.22. Any Server Farm shall ensure that no more than twenty (20%) percent of the heat dissipated by the mining activity shall be released directly to the outside when the average daily temperature is less than 40 degrees Fahrenheit.

20-4.23. All requirements of Section 20-4 must be maintained after the issuance of a certificate of occupancy. Any violation of such will be handled in accordance with Section 20-6.

20-4.24. Supplemental standards for data centers. In addition to all other applicable requirements of this article, the following requirements shall apply to all data centers:

- a. Residential-adjacent setback. A minimum setback of 200 feet shall be required along all lot lines abutting a residential, or A-1 zoning district. If any other provision of this article requires a greater setback, the greater setback shall control.
- b. Residential-adjacent buffer. A minimum buffer of 100 feet shall be required along all lot lines abutting a residential, or A-1 zoning district. The buffer shall be landscaped, fenced, bermed, or otherwise improved as required by the city as part of site plan review or conditional use approval to mitigate visual, noise, lighting, and operational impacts on adjacent properties.
- c. Building height. Buildings used as data centers shall be a minimum of 20 feet in height, subject to all applicable maximum building height requirements.
- d. Chain-link fencing. If chain-link fencing is used, no chain-link fence shall be visible from any public right-of-way.
- e. Generator use. Except for testing activities, generators shall be used only for emergency backup power. Generators shall not be used as a primary or routine power source for data center operations.
- f. Generator testing. Generator testing shall be limited to the hours between 9:00 a.m. and 5:00 p.m.
- g. Noise. When measured at the boundary of any residentially zoned property, the sound level of a data center shall not exceed 50 dBA during the daytime being 9:00 a.m. to 5:00 p.m. and shall not exceed 45 dBA during the hours of 5:00 p.m. to 7:00 a.m. If any other provision of this article imposes a more restrictive noise standard, the more restrictive standard shall control.
- h. Ventilation and cooling equipment. All equipment related to ventilation and cooling systems, if any, shall be contained within an enclosed building subject to applicable maximum building height requirements. The top of the building may allow for ventilation in areas where ventilation is necessary.
- i. Hydro cooling systems. If a hydro cooling system is used, it shall be installed by an insured cooling system company, which shall certify that the system has been installed to prevent leaks. Cooling systems shall not connect to or use the county water system except as expressly authorized under this subsection.
- j. Temporary, supplemental, or emergency use of public potable water. In the event supplemental or emergency use of public potable water is required for a hydro cooling system, the director of the department of water and sewer may approve such use if the director determines that such use is consistent with best management practices for the

county water system, is not detrimental to the ability to maintain a minimum level of service across the system, and is consistent with applicable permit requirements of the county water system. The director may limit public potable water use by time, volume, flow, or other metric necessary to maintain adequate water system conditions. The director may terminate any temporary, supplemental, or emergency use when, in the director's discretion, such use is no longer consistent with sound management of the county water system.

Sec. 20-5. – Application and Approval.

No commercial cryptocurrency or data mining operation may be developed without site plan review and verification by the City that all requirements within this ordinance are met.

Sec. 20-6. – Violations.

20-6.1. Any section of this ordinance that is not followed constitutes a violation of the same. Each incident is a separate violation such that multiple violations may occur on the same date and subsequent dates.

20-6.2. The Code Enforcement Officer or any City police officer has the discretion to issue a warning or a citation on a case-by-case basis.

20-6.3. Any violation shall have a maximum punishment not to exceed a fine of \$1,000.00, imprisonment for 60 days, or both.

Sec. 20-7. Effectiveness, Interpretation, Separability.

20-7.1. This Article shall become effective immediately upon its adoption.

20-7.2. All Ordinances, or parts of Ordinances, in conflict herewith are replaced.

20-7.3. If any part of this Ordinance conflicts with any other applicable federal, state, or local regulation, the more restrictive regulation shall control.

20-7.4. If any section, clause, portion or provision of this Ordinance is found unconstitutional, such invalidity shall not affect any other portion of this Ordinance.

SECTION 2

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 3

Penalties for a violation of current Code of Ordinances sections applicable to the amendment described herein in effect upon the adoption date of this ordinance are adopted herein as if completely set out herein.

SECTION 4

All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

SECTION 5

Nothing in this ordinance or in the ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as city in Section 4 herein; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

This Resolution and Ordinance is hereby adopted on this date, it being so ordained

This ___ day of _____, 2026.

ATTEST:

City Clerk

Al Hoyle, Mayor

Al Fuller

Thomas Griffith

Tom Crawford

Kevin Pritchett

Claudia Penland

Here's a **side-by-side comparison of proposal coverages** for City of Ellijay


- Renewal Quote (Houston Casualty – NetGuard Plus)
- \$1M Quote (Lloyd's / CFC Cyber)

Coverage Comparison Summary

Category	Renewal (Houston Casualty)	\$1M Quote (Lloyd's / CFC)
Overall Limit	\$1,000,000 aggregate	\$1,000,000 aggregate (multiple clauses combined)
Cov	Traditional cyber policy (First- & Third-party sections)	Broad modular “insuring clauses” with expanded categories
Ded	\$2,500 per claim / \$7,500 aggregate	\$2,500 aggregate

Core Liability & Privacy Coverage

Coverage Area	Renewal	\$1M Quote	Key Difference
Privacy / Security Liability	\$1M each claim	\$1M aggregate including costs	Similar limits, but structured differently
Regulatory Defense & Penalties	Included (\$1M)	Included (\$1M)	Comparable
PCI / Payment Card	Covered (\$1M)	Covered (\$1M + expanded wording)	CFC adds broader wording + expenses
Media Liability	Included (\$1M)	Included (\$1M)	Comparable

 **Takeaway:** Core liability coverages are **very similar in limits**, but CFC includes **more detailed/expanded wording and additional sub-extensions**.

First-Party / Incident Response Coverage

Coverage Area	Renewal	\$1M Quote	Key Difference
Breach Response Costs	\$1M	\$1M across multiple response sections	CFC splits into granular categories (legal, forensic, crisis, etc.)
Crisis / PR	Included (within breach costs)	Dedicated \$1M crisis communication coverage	CFC stronger, more explicit
Business Interruption	Included (\$1M)	Included (\$1M + multiple extensions)	CFC broader (adds reputational harm, missed bids)
Data Recovery / System Failure	Included (\$1M)	Included (\$1M with added expansions)	CFC includes more triggers & scenarios
Dependent System Failure	Included (\$1M)	Included + non-tech supply chain extension	CFC broader supply chain coverage

Takeaway:

CFC provides **more granular and expanded first-party protection**, especially for:

- Crisis communications
- Supply chain interruptions (including non-tech)
- Business interruption scenarios

Cyber Crime Coverage

Coverage Area	Renewal	\$1M Quote	Key Difference
Financial Fraud	\$250K sublimit	\$250K each type (multiple categories)	CFC splits into more categories
Phishing / Social Engineering	\$250K sublimits	\$250K per coverage + broader definitions	CFC more expansive wording

Client Funds	\$250K	\$50K-\$100K (modified by endorsement)	Renewal is stronger here
Aggregate Crime Limit	\$250K total	Multiple \$250K limits across sections	CFC provides more flexibility

 **Takeaway:**

- **Renewal stronger on client funds limits**
- **CFC is stronger in breadth and structure of fraud coverage**

 **Unique / Enhanced Coverages (Key Differentiators)**

Renewal Quote (Houston Casualty)

- Simpler structure, easier to explain
- Includes **BrandGuard®**, extortion, bricking, system failure
- **Breach costs outside limits enhancement included**
- _____

\$1M Quote (CFC / Lloyd's) – Major Enhancements

- **Cyber-attack prevention services included (proactive monitoring)**
- **Unlimited incident support & 24/7 response team**
- **Reputational harm, missed bids, shutdown coverage**
- **Non-tech-dependent business interruption (unique expansion)**
- **Regulatory investigation + corrective action costs**
- **Affirmative AI / deep-fake-related coverage elements**

 **Key Advantage: CFC has significantly broader and more modern cyber triggers**

 **Coverage vs Cost Context (Important)**

Proposal Total Cost Positioning

Renewal	\$3,159	Higher cost, strong traditional structure
\$1M CFC	\$2,289	Lower cost, broader enhancements

Bottom-Line Recommendation Insight

Choose Renewal (Houston Casualty) if:

- Client values **higher/clearer sublimits on specific items** (e.g., client funds)
- Prefers **simpler, traditional cyber policy structure**

Choose CFC / Lloyd's (\$1M Quote) if:

- Client wants **broader real-world cyber protection** (AI, supply chain, downtime scenarios)
 - Values **proactive cyber services + incident response**
 - Wants **more coverage for same/lower premium**
-

Overall:

- **CFC quote = broader, more modern cyber coverage + lower cost**
 - **Renewal = more straightforward, slightly stronger on certain sublimits**
-

3rd Quote (2 million)



Insurance Quote

Date: Jun 09, 2026

Attached please find Carrier quotation RPS has secured on your behalf for the below mentioned risk. Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

Insured: City of Ellijay
Insured ID: 88213824

RPS Reference #: 8680363E

Mailing Address: 197 N Main St Ellijay, GA 30540

Physical Address: 197 N Main St, Ellijay, GA 30540

Carrier: Underwriters at Lloyd's, London / Non-Admitted

AM Best Rating: A+ XV

Policy Period: 7/1/2026 to 7/1/2027

Coverage: Cyber Liability

Policy Premium: \$2,240.00

Fees (fully earned):

Carrier Fee \$185.00
MShift Fee \$100.00
Broker Fee - RPS \$200.00

Taxes: Home State: GA
Surplus Lines Tax \$105.00

TOTAL: \$2,830.00

THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE THE ADDITIONAL PREMIUM WILL BE PLUS SURPLUS LINES TAX OF .

Conditions/ Subjectivities: per Carrier terms attached
Terms & Conditions are per attached carrier quote

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- Insurance companies will not approve binding until all subjectivities (except inspections) have been received and accepted.
- This document is a representation of the Carrier's quotation and is subject to all premiums, limits, terms, conditions and exclusions as set forth by the carrier.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS

any required surplus lines forms, taxes and fees from the insured at time of Binding. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.

- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- At binding, you are responsible for billing and collecting from the Insured the premium and fees quoted and remitting to RPS. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.

Please advise in writing if you would like to bind coverage per the attached terms and conditions. Should you have any questions please give us a call. Thank you for the opportunity to work on your business!



INDICATION OF TERMS

REFERENCE NUMBER:	7316501
COMPANY NAME:	City of Ellijay
TOTAL PAYABLE:	USD2,425.00
Premium breakdown:	
Cyber & Privacy:	USD1,520.00
Cyber Crime:	USD720.00
TRIA:	USD0.00
Policy Administration Fee:	USD185.00
BUSINESS OPERATIONS:	Public Entities
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
AGGREGATE DEDUCTIBLE:	USD2,500.00 in the aggregate
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
TIME FRANCHISE:	8 hours
WORDING:	Cyber Proactive Response v4.0
ENDORSEMENTS:	Complaints Notice (Georgia) Policyholder Disclosure Notice Of Terrorism Insurance Coverage Schedule Of Information RPS Special Amendatory Clause
SUBJECTIVITIES:	N/A
POLICY PERIOD:	12 months
DATE OF ISSUE:	05 Jun 2026
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers
UNDERWRITER:	Paola Magana
ADDITIONAL NOTES:	

THIS QUOTATION IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES



DECLARATIONS

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD2,000,000 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: USD2,000,000 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: USD2,000,000 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: USD2,000,000 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: USD50,000 each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: USD250,000 each and every claim

SECTION B: INVOICE MANIPULATION

Limit of liability: USD250,000 each and every claim

SECTION C: NEW VENDOR FRAUD

Limit of liability: USD250,000 each and every claim

SECTION D: PHYSICAL GOODS FRAUD

Limit of liability: USD250,000 each and every claim



SECTION E: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

SECTION F: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim

SECTION G: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim

SECTION H: THEFT OF CLIENT FUNDS

Limit of liability: USD50,000 each and every claim

SECTION I: CUSTOMER PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

SECTION J: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim

SECTION K: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim

INSURING CLAUSE 3: CYBER EXTORTION

Limit of liability: USD2,000,000 each and every claim

INSURING CLAUSE 4: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD2,000,000 each and every claim

SECTION B: HARDWARE REPLACEMENT COSTS

Limit of liability: USD2,000,000 each and every claim

SECTION C: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD2,000,000 each and every claim

SECTION D: EMERGENCY AND ADDITIONAL OPERATIONAL CONTINUITY COSTS

Limit of liability: USD100,000 each and every claim



SECTION E: VOLUNTARY AND REGULATORY SHUTDOWN

Limit of liability: USD2,000,000 each and every claim

SECTION F: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD2,000,000 each and every claim

SECTION G: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD2,000,000 each and every claim

SECTION H: LOST OR MISSED BIDS

Limit of liability: USD2,000,000 each and every claim

SECTION I: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

INSURING CLAUSES 5 AND 7 - 9 COMBINED

Aggregate limit of liability: USD2,000,000 in the aggregate

INSURING CLAUSE 5: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and expenses

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and expenses

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and expenses

SECTION D: REGULATORY FINES, PENALTIES AND INVESTIGATION COSTS

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and expenses

SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of liability: USD250,000 in the aggregate, including costs and expenses



INSURING CLAUSE 6: CRIMINAL REWARD COVER

Limit of liability: USD100,000 each and every claim

INSURING CLAUSE 7: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability: USD2,000,000 in the aggregate, including costs and expenses

INSURING CLAUSE 8: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

INSURING CLAUSE 9: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate



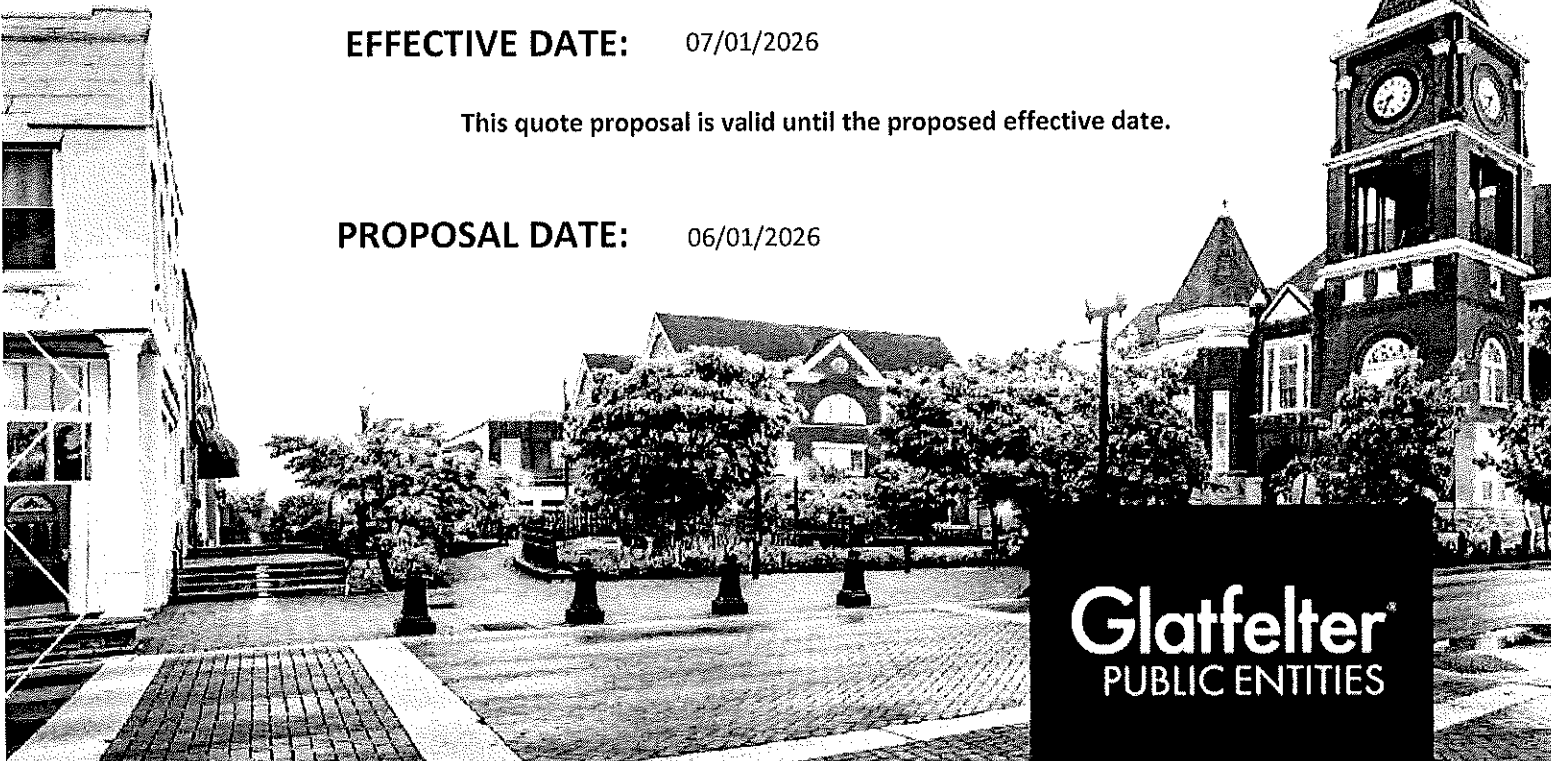
CITY OF ELLIJAY

PRESENTED BY: APEX INSURANCE AGENCY LLC
201 CONCOURSE BLVD
STE 260
GLEN ALLEN, VA 23059
470.602.7850

EFFECTIVE DATE: 07/01/2026

This quote proposal is valid until the proposed effective date.

PROPOSAL DATE: 06/01/2026



Glatfelter
PUBLIC ENTITIES

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GLATFELTER PUBLIC ENTITIES

Glatfelter Public Entities, a division of Glatfelter Insurance Group, is the nation's premier public entity program manager for the following classes: educational institutions, municipalities and water/sewer entities. Glatfelter Public Entities also writes private/charter schools and independent school bus contractors. We are recognized as the industry leader in our target markets. Glatfelter Public Entities' mission statement is simple: we strive to provide our customers with innovative and stable products, prompt and considerate claims handling, attentive and personal service, pricing equity, and carrier security. Our commitment to customer service is evidenced by our high retention ratio and portfolio growth. Glatfelter Public Entities' services include program underwriting, policy administration, product and program management, loss control, claims administration, licensing, compliance, and actuarial services. We distribute our products through a national network of independent brokers and believe our partnership is responsible for the distinct competitive advantage we enjoy in our target market.

Glatfelter Public Entities offers a broad portfolio of coverages including:

- Property (including Equipment Breakdown)
- Crime
- Inland Marine
- Auto
- General Liability
- Law Enforcement Activity Liability
- Public Officials & Management Liability (including Employment Practices Liability)
- Educators Legal Liability (including Employment Practices Liability)
- Excess Liability

Please contact your insurance representative if you are interested in modifying your proposal to include one or more of these available coverages.

Agency License OB17046

YOUR INSURANCE PROPOSAL

This proposal is prepared from information supplied to Glatfelter Public Entities on the application submitted by your insurance representative.

The lines of business shown in this proposal are offered as a complete portfolio. Purchase of individual lines of business requires underwriting approval. This proposal may or may not contain all terms requested on the application. Proposed coverages are provided by the Glatfelter Public Entities insurance policy forms and are subject to the terms, exclusions, conditions and limitations of those policy forms. Actual policies should be reviewed for specific details. Your insurance representative can provide specimen policies upon request.

Your exposure to loss changes over time. Keep your insurance representative informed of any changes, so your coverage can be updated. We strongly recommend frequent reviews of your operations and Glatfelter Public Entities coverage with your insurance representative.

The proposed admitted Property and Casualty coverage is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. (A.M. Best #19445). National Union Fire Insurance Company of Pittsburgh, Pa. (NUFIC) is rated A (Excellent) in Financial Size Category XV by A.M. Best Company. For certain lines of insurance, the proposed Property and Casualty coverage may be offered by a surplus lines insurer, such as Lexington Insurance Company or AIG Specialty Insurance Company, if coverage by NUFIC is unavailable.

Glatfelter Claims Management provides the claims management services for Glatfelter Public Entities insureds exclusively.

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The Glatfelter Public Entities Program is administered by Glatfelter Underwriting Services, Inc. a/k/a Glatfelter Insurance Services in CA, MN, NV and UT and Glatfelter Brokerage Services in NY. CA Insurance Producer License #0B17046. Glatfelter Underwriting Services, Inc., an American International Group, Inc. (AIG) company, is a premier manager and specialist of specialty commercial insurance markets in the U.S. This proposal provides a brief description of proposed insurance coverages for your consideration. It is not a contract of insurance. Refer to the actual insurance policy for a description of coverage, exclusions and conditions. Specimen policies are available for your review. All products and services are written or provided by subsidiaries or affiliates of AIG. Products or services may not be available in all countries, and coverage is subject to actual policy language. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.



PROPOSAL

GENERAL INFORMATION

This Proposal reflects the renewal of policies listed below:

Expiring Policy Number	Renewal Date
GPNU-PF-0016002-05	07/01/2026

First Named Insured: CITY OF ELLIJAY

Mailing Address: 197 NORTH MAIN STREET
ELLIJAY, GA 30540

PROPERTY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following four sections:

- **Coverage A. Real Property** protects you for direct physical loss or damage to your buildings and structures at a premises shown on the schedule in this document caused by or resulting from a covered cause of loss. Pays up to the limit shown on the schedule in this document in any one occurrence. Real Property includes foundations of buildings, structures, machinery or boilers.
- **Coverage B. Personal Property** protects you for direct physical loss or damage to your contents at a premises shown on the schedule in this document caused by or resulting from a covered cause of loss. Pays up to the limit shown on the schedule in this document in any one occurrence.
- **Coverage C. Loss of Income** protects your loss of income if your operations are interrupted because of a covered loss to your buildings or contents. Covers the loss of income you sustain during the period of restoration. Pays up to the limit shown on the schedule in this document in any one occurrence.
- **Coverage D. Extra Expense** protects you from extra expense you incur if your operations are interrupted because of a covered loss to your buildings or contents, provided the extra expense is necessary to minimize your down-time and continue operations. Covers the extra expense (over and above normal operating expenses) incurred during the period of restoration. Pays up to the limit shown on the schedule in this document in any one occurrence.

Glatfelter Public Entities insures property against *any* cause of direct physical loss or damage unless the cause of loss is specifically excluded. Notable exclusions to coverage include, but are not limited to, war, nuclear activity, earthquake or flood, and asbestos. Please refer to the actual Property Coverage Part for a complete description of coverage, exclusions, and conditions.

Earthquake Coverage or Flood Coverage is optional for eligible locations if not identified below.

A deductible applies to all property coverage unless otherwise noted in the proposal.

Valuation

Glatfelter Public Entities insures property on a **Replacement Cost (RC)** basis unless indicated otherwise. If indicated on the Schedule of Property Limits, property coverage on designated premises may be provided on an **Actual Cash Value (ACV)** or **Functional Replacement Cost (FRC)** basis. Descriptions are:

- **Replacement Cost** pays to replace your property, without deduction for depreciation, but is subject to the limit on the policy.
- **Actual Cash Value** pays the cost to replace your property, subject to depreciation and subject to the limit on the policy.
- **Functional Replacement Cost** pays to replace your property with similar property intended to perform the same function, when replacement with identical property is impossible or unnecessary; it's subject to the limit you select.

Property

Policy Deductible: \$1,000

Equipment Breakdown Deductible:

If no deductible is shown above or otherwise described in the Proposal notes, the Policy Deductible applies.

Property Premises Summary

Premises	Address	City	State	Zip
1	197 NORTH MAIN STREET	ELLIJAY	GA	30540
2	201 NORTH MAIN STREET	ELLIJAY	GA	30540
3	WESTSIDE SQUARE AND DALTO	ELLIJAY	GA	30540
4	OLD BLUE RIDGE/MCCUTCHEN	ELLIJAY	GA	30540
5	NORTH CHURCH STREET	ELLIJAY	GA	30540

Schedule of Property Coverage – Policy Blanket Limits

The following Blanket Limit Schedule for Coverage A – Real Property and Coverage B – Personal Property applies to all items of Real Property and Personal Property except for the property listed in the Schedule of Property Coverage – Individual Limits.

Premises	Blanket Limit of Insurance	Valuation	Coinsurance	Inflation Guard
All	\$4,860,121	RC	N/A	4%

Schedule of Property Coverage – Individual Limits

Premises/ Item	Description/ Occupancy	Real Property			Personal Property				
		Limit	Valu- ation	Coin- surance	Inflation Guard	Limit	Valu- ation	Coin- surance	Inflation Guard
3 / 1	KOISK	Incl. in Blanket				Not Covered			
4 / 1	CORN CRIB (ACV)	\$779	ACV	N/A	4%	Not Covered			
4 / 2	BARN (ACV)	\$56,768	ACV	N/A	4%	Not Covered			
4 / 3	RESTROOMS	Incl. in Blanket				Not Covered			

Coverages C and D: Schedule of Limits

Coverage C – Loss of Income	Loss sustained for up to:	\$250,000 per occurrence
Coverage D – Extra Expense	Loss sustained for up to:	\$250,000 per occurrence

Property Coverage Extensions Limits

<u>Extension</u>	<u>Limit of Insurance</u>
Accounts Receivable:	\$50,000
Fine Arts (without certified appraisal):	\$25,000 (subject to \$1,500 per item)
Fine Arts (with certified appraisal):	\$50,000
In Transit or Off Premises:	\$100,000
Outdoor Property:	\$350,000
Software:	\$500,000
Trees, Shrubs, Plants and Lawns:	\$25,000
Valuable Papers and Records:	\$50,000

Flood

Limit of Insurance – Each Occurrence: \$1,000,000
 Limit of Insurance – Annual Aggregate: \$1,000,000
 Deductible – Each Occurrence: \$10,000

Flood Schedule of Included Premises

<u>Premises</u>	<u>Address</u>
1	197 NORTH MAIN STREET
2	201 NORTH MAIN STREET
3	WESTSIDE SQUARE AND DALTO
4	OLD BLUE RIDGE/MCCUTCHEN

Earthquake

Limit of Insurance – Each Occurrence: \$1,000,000
 Limit of Insurance – Annual Aggregate: \$1,000,000
 Deductible – Each Occurrence: \$10,000

Earthquake Schedule of Included Premises

<u>Premises</u>	<u>Address</u>
1	197 NORTH MAIN STREET
2	201 NORTH MAIN STREET
3	WESTSIDE SQUARE AND DALTO
4	OLD BLUE RIDGE/MCCUTCHEN
5	NORTH CHURCH STREET

PROPERTY – COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Accounts Receivable	<p>Pays the costs you incur in restoring your accounts receivable records following a covered loss.</p> <p>Also pays amounts you are unable to collect if your accounts receivable records cannot be restored.</p> <p>Applies on-premises or away from premises.</p> <p>Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.</p> <p>Coverage deductible applies subject to maximum \$500.</p>																		
Commandeered Property	<p>Pays at your request for direct physical loss or damage to commandeered property caused by or resulting from any covered cause of loss.</p> <p>Coverage applies only for the time you officially use the commandeered property to manage an emergency situation and the time to return the property.</p> <p>Pays the "replacement cost" of the commandeered property and loss of use.</p>																		
Debris Removal	<p>Covers up to 25% of the amount paid for direct physical loss to covered property if the expense is incurred as a result of a covered cause of loss.</p> <p>Pays up to an additional \$100,000 if the debris removal expense exceeds the 25% provided above.</p> <p>Pays up to \$5,000 of the limit available for debris removal of trees that are damaged by a covered cause of loss, provided that the trees have damaged your covered real or personal property or prevent access to your premises.</p>																		
Deductible Waiver	<p>If a Property claim occurs in conjunction with a claim under a Glatfelter Public Entities Auto Physical Damage or Inland Marine coverage, only one deductible, the largest, will apply to all losses.</p>																		
Equipment Breakdown	<p>Extends property coverage to include the mechanical breakdown of equipment or the explosion of pressure vessels at a covered premises. Covered equipment includes such items as covered real property or personal property that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or during normal usage, operates under vacuum or pressure, other than the weight of its contents. Coverage is extended to include electronic circuitry impairment, green enhancements and cloud computing. Please refer to the actual Property Coverage Part for equipment not covered.</p> <p>Covers loss of income or extra expense you may suffer if utilities are interrupted as a result of an accident to covered equipment owned by a landlord or utility company.</p> <p>Subject to applicable Property limits and sub-limits as noted here:</p> <table border="0"> <tr> <td>- Loss of Income:</td> <td>Refer to the property schedule in this proposal</td> </tr> <tr> <td>- Extra Expense:</td> <td>Refer to the property schedule in this proposal</td> </tr> <tr> <td>- Expediting Expenses:</td> <td>\$100,000</td> </tr> <tr> <td>- Hazardous Substances:</td> <td>\$250,000</td> </tr> <tr> <td>- Spoilage:</td> <td>\$100,000</td> </tr> <tr> <td>- Data Restoration:</td> <td>\$500,000</td> </tr> <tr> <td>- Green Coverage:</td> <td>\$100,000</td> </tr> <tr> <td>- Off-Premises Equipment Breakdown:</td> <td>\$25,000</td> </tr> <tr> <td>- Public Relations:</td> <td>\$5,000</td> </tr> </table>	- Loss of Income:	Refer to the property schedule in this proposal	- Extra Expense:	Refer to the property schedule in this proposal	- Expediting Expenses:	\$100,000	- Hazardous Substances:	\$250,000	- Spoilage:	\$100,000	- Data Restoration:	\$500,000	- Green Coverage:	\$100,000	- Off-Premises Equipment Breakdown:	\$25,000	- Public Relations:	\$5,000
- Loss of Income:	Refer to the property schedule in this proposal																		
- Extra Expense:	Refer to the property schedule in this proposal																		
- Expediting Expenses:	\$100,000																		
- Hazardous Substances:	\$250,000																		
- Spoilage:	\$100,000																		
- Data Restoration:	\$500,000																		
- Green Coverage:	\$100,000																		
- Off-Premises Equipment Breakdown:	\$25,000																		
- Public Relations:	\$5,000																		

PROPERTY – COVERAGE HIGHLIGHTS – continued

Fine Arts	<p>Pays the fair market value to restore fine arts to its pre-loss condition or replace the item with an identical object.</p> <p>Pays up to \$25,000 in any one occurrence (subject to \$1,500 per item) without a certified appraisal.</p> <p>Pays up to the limit shown in the above schedule in any one occurrence with a certified appraisal.</p>
Fire Department Charge	<p>Pays the fire department charges assumed by contract prior to a covered loss; or when required by local ordinance.</p> <p>Charges are payable only when a fire department is called to save or protect real property or personal property at a premises described in the Declarations.</p> <p>No deductible.</p> <p>Pays up to \$25,000 in any one occurrence.</p>
Fire Extinguishing Recharge Costs	<p>Will pay the cost to recharge fire extinguishing equipment at your premises regardless of whether the discharge was accidental or was the result of a covered cause of loss.</p> <p>No deductible.</p>
Limited Fungus, Wet Rot, Dry Rot and Bacteria	<p>Protects against loss by fungus, wet rot, dry rot or bacteria arising out of occurrences of windstorm, hail, explosion, civil commotion, vehicles, aircraft, smoke, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, the weight of ice / snow / sleet, or water damage (and flood if optional flood coverage is purchased).</p> <p>Pays up to \$25,000 total for all occurrences. Will not pay more than \$25,000 even if it continues to be present or active, or recurs, in a later policy period.</p>
Newly Acquired Property	<p>Covers newly acquired buildings, buildings under construction, construction materials and supplies and contents at newly acquired locations.</p> <p>Up to 90 days or the end of the policy period.</p> <p>Limits are \$1,000,000 for buildings and \$500,000 for contents.</p>
Ordinance Coverage	<p>Applies to buildings on a replacement cost basis when damaged by a covered loss. Coverage applies to any undamaged portion of your building caused by any law or ordinance that:</p> <ul style="list-style-type: none"> - Requires demolition of parts of your building not damaged - Regulates the construction or repair of buildings or establishes zoning or land use requirements, and - Is in force at the time of loss <p>Includes the cost to demolish and clear the site of the undamaged part of the property and the increased cost to repair, rebuild or construct the affected building.</p> <p>The total paid for the undamaged portion is included within the building limit and does not increase that limit. The most we will pay for the cost to demolish the undamaged part of the property or the increased cost to repair or rebuild shall not exceed 100% of the amount paid for the initial physical loss or damage or \$1,000,000, whichever is greater.</p>

PROPERTY – COVERAGE HIGHLIGHTS – continued

Outdoor Property	<p>Covers fixed or permanent structures such as exterior signs, antennas, fences, benches, playground equipment, hydrants, dumpsters, electric utility power transmission and distribution lines, poles and related equipment owned by the insured not at scheduled premises, if you have building coverage with Glatfelter Public Entities.</p> <p>Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.</p>
Personal Effects	<p>Will pay the replacement cost for direct physical loss to property on your premises that belongs to you, your officers, managers, elected or appointed officials, employees, or volunteer workers.</p> <p>Pays up to \$25,000 in any one occurrence.</p>
Pollution Remediation Expenses	<p>Applies on-premises only.</p> <p>You have up to 180 days after the date of loss to notify us.</p> <p>Pays up to \$25,000 in any policy period resulting from a covered cause of loss.</p> <p>Pays up to \$100,000 in any policy period resulting from a specified cause of loss.</p> <p>No coverage for fungus, wet rot, dry rot, virus, bacteria or asbestos.</p>
Preservation of Property	<p>Pays for <u>any</u> direct physical loss or damage to real or personal property if it is necessary to move the property from a premises for the purpose of preserving it from direct physical loss or damage by a covered cause of loss.</p> <p>Coverage applies while it is being moved or while temporarily stored at another location.</p> <p>Loss or damage must occur within 90 days after the property is first moved.</p>
Real or Personal Property in Transit or Off Premises	<p>Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.</p> <p>Coverage applies to covered real or personal property while in transit or temporarily off premises. Computer hardware is covered while off premises.</p>
Software	<p>Coverage for the cost of restoring, researching, replacing, or reproducing electronic data or the media on which it is stored and any resulting loss of income and extra expense.</p> <p>Covered causes of loss include computer virus and intentional destruction by employee.</p> <p>Applies on-premises or away from premises.</p> <p>Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.</p>
Trees, Shrubs, Plants & Lawns	<p>Covers against loss by fire, lightning, explosion, civil commotion, aircraft, vehicles and vandalism up to \$25,000 any one occurrence subject to a \$1,000 maximum for any single tree, plant or shrub.</p>
Valuable Papers & Records	<p>Coverage for the cost of restoring, researching, replacing, or reproducing your documents following a covered loss.</p> <p>Applies on-premises or away from premises.</p> <p>Pays up to the limit shown in the above schedule in any one occurrence; optional limits may be available.</p> <p>Coverage deductible applies subject to a maximum of \$500.</p>

PROPERTY – COVERAGE HIGHLIGHTS – continued

Arson, Theft or Vandalism Information Reward	<p>We will reimburse you for the payment of rewards that you actually incur which provide information related to arson fire, theft or vandalism, subject to certain conditions.</p> <p>Pays up to \$25,000 per loss.</p> <p>No deductible applies.</p>
Lock Replacement	<p>Covers the necessary expense you incur to replace locks, lock cylinders and keys, electronic or otherwise, after a covered theft of your covered property.</p> <p>Pays up to \$25,000 per occurrence.</p> <p>No deductible.</p>
Spoilage due to Off Premises Electrical Service Interruption	<p>Covers damage and expense that are the result of an interruption of electrical power service to your premises. The interruption must result from direct physical loss or damage by a covered cause of loss to the off premises power supply equipment.</p> <p>Coverage applies to:</p> <ul style="list-style-type: none"> - Physical damage to perishable goods due to spoilage; - Physical damage to perishable goods due to contamination from the release of refrigerant, including but not limited to ammonia; - Any necessary expenses you incur to reduce the amount of loss and does not exceed the amount of loss. <p>Pays up to \$50,000 in any one occurrence.</p>
Water Contamination Notification Expense Coverage	<p>Pays all necessary printing, mailing and other expenses you incur when you are required by law or regulatory authority to notify your customers of actual or possible water contamination.</p> <p>Pays up to \$25,000 in any one policy period.</p> <p>No deductible.</p>
Claim Expense	<p>Covers the cost of your employees taking inventories and preparing statements of loss.</p> <p>Pays up to \$20,000 in any one occurrence.</p> <p>Coverage is not extended for any expenses billed by an independent or public adjuster to prepare claims.</p>
Building Glass – Tenant	<p>Covers loss or damage to building glass if you are a tenant and have a contractual responsibility to insure the glass.</p>
Damage to Building from Theft	<p>Covers damage caused by theft or attempted theft to a building that you occupy, but do not own, and for which you have a contractual obligation.</p> <p>Pays up to \$100,000 in any one occurrence.</p>
Non-Owned Detached Trailers	<p>Covers non-owned trailers used in your business in your care, custody or control at the premises, and for which you have a contractual obligation.</p> <p>Pays up to \$50,000 in any one occurrence.</p>
Crisis Incident Response Coverage (Municipalities & Special Districts)	<p>Covers crisis response management expenses and post-crisis counseling services.</p> <p>Pays up to \$25,000 in any one crisis incident.</p> <p>No deductible applies.</p> <p>Coverage only applies to your operations that are not related to educational institutions.</p>

CRIME

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

Coverage provides reimbursement for the loss of your money or other property on a loss sustained basis resulting from dishonest acts of your employees or volunteers. For governmental entities, Glatfelter Public Entities insures these employee theft exposures on the Government Crime form on a Per Employee or Per Loss basis. A Faithful Performance of Duty coverage extension is included if statutorily required. On the Commercial Crime form for non-governmental entities, Glatfelter Public Entities insures Employee Theft on a Per Loss basis. Other Crime coverages include Forgery or Alteration, Money & Securities, Computer and Funds Transfer Fraud, Money Orders and Counterfeit Paper Currency, and Fraudulent Impersonation.

Coverage does not apply to any public officials or employees whose positions require separate bonds such as a tax collector or treasurer. Those obligations are typically addressed by a surety bond and Glatfelter Public Entities coverage cannot be used to fulfill those requirements.

Government Crime

<u>Insuring Agreement</u>	<u>Limits of Insurance</u>	<u>Deductible Amount</u>
Employee Theft <i>Includes Faithful Performance</i>	\$250,000 per Loss	\$1,000 per Loss
Forgery or Alteration	\$250,000 per Occurrence	\$1,000 per Occurrence
Inside the Premises – Theft of Money & Securities	\$250,000 per Occurrence	\$1,000 per Occurrence
Inside the Premises – Robbery/Safe Burglary	\$100,000 per Occurrence	\$1,000 per Occurrence
Outside the Premises	\$250,000 per Occurrence	\$1,000 per Occurrence
Computer and Funds Transfer Fraud	\$250,000 per Occurrence	\$1,000 per Occurrence
Money Orders	\$250,000 per Occurrence	\$1,000 per Occurrence
Fraudulent Impersonation	\$250,000 per Occurrence	\$1,000 per Occurrence



INLAND MARINE

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following three sections:

- **Coverage A. Blanket Tools and Equipment** protects you for direct physical loss or damage caused by or resulting from any covered cause of loss to your tools and equipment.

Tools and equipment means any portable equipment or tool, together with attached devices, accessories and trailers that are used in your operations. This covers tools or equipment, such as hand tools, power tools, mechanics tools, saws, maintenance or diagnostic equipment, generators, air compressors, materials handling equipment, outdoor portable seating, food service trailers not licensed for road use. It also includes mobile equipment such as bulldozers, backhoes, excavators and graders.

Note: If an item is scheduled under Coverage B. Scheduled Equipment, there is no coverage for such item under Coverage A Blanket Tools and Equipment or Coverage C Blanket Emergency Services Equipment.

A deductible applies to Blanket Tools and Equipment coverage.

- **Coverage B. Scheduled Equipment** protects for direct physical loss or damage caused by or resulting from any covered cause of loss to equipment owned by you that is specifically listed.

A deductible applies to each Scheduled Equipment item. The amount of the deductible(s) is indicated in the Coverage B – Scheduled Equipment section below.

- **Coverage C. Blanket Emergency Services Equipment** protects for direct physical loss or damage caused by or resulting from any covered cause of loss to Blanket Emergency Services Equipment owned by you.

Emergency Services equipment means items such as portable law enforcement, firefighting, ambulance, rescue, and communications equipment, including trailers whose primary purpose is to transport covered Emergency Services equipment. It also includes firearms, radar speed timing units, training videos, manuals, and mannequins.

A deductible applies to Blanket Emergency Services Equipment coverage.

Inland Marine

<u>Coverage</u>	<u>Limit</u>	<u>Deductible</u>
Coverage A – Blanket Tools and Equipment:	\$57,338 *	\$500
Coverage B – Scheduled Equipment:	see schedule below	see schedule below
Coverage C – Blanket Emergency Services Equipment:	Guaranteed Replacement Cost	\$500

* subject to a per item limit of \$10,000

Coverage B – Scheduled Equipment

<u>Description</u>	<u>Serial Number</u>	<u>Limit</u>	<u>Deductible</u>	<u>Valuation</u>
2003 NEW HOLLAND TRACTOR	B60088M	\$32,000	\$500	RC
VERMEER WOOD CHIPPER	1VRU111A221002809	\$18,000	\$500	RC
2021 KUBOTA ZERO TURN MOWER	10730	\$16,500	\$500	RC

Rented or Borrowed Equipment Extension Limit

Any one occurrence: \$100,000

Watercraft Extension Limit

Any one occurrence: \$25,000

INLAND MARINE – COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Debris Removal	<p>Pays the expense you incur in removing debris of covered tools and equipment, emergency services equipment, or scheduled equipment after direct physical loss or damage caused by or resulting from any covered cause of loss.</p> <p>Pays up to \$15,000 in any one occurrence.</p>
Tools and Equipment Owned by Your Employees	<p>Pays the replacement cost of tools and equipment used in the course of your operation belonging to your employees or volunteers.</p> <p>No deductible applies.</p> <p>Pays up to \$25,000 in any one occurrence (if no other coverage is available to the owner of the tools and equipment).</p>
Emergency Services and Law Enforcement Personal Effects	<p>Extends Blanket Emergency Services Equipment to pay the cost to replace personal effects belonging to emergency service or law enforcement employees or volunteers while away from your premises and en route to, performing, or returning from an emergency service or law enforcement duty.</p> <p>Pays up to the actual replacement cost, on a primary basis, for the lost or damaged personal effects in any one occurrence.</p> <p>No deductible applies under this extension.</p>
Rented or Borrowed Equipment	<p>Coverage A and C: Extended to pay for Tools and Equipment and Emergency Services Equipment not owned by you, but that is temporarily in your possession; pays up to the lesser of the replacement cost of the item or \$10,000 in any one occurrence.</p> <p>Coverage B Scheduled Equipment: Extended to pay not owned by you, but that is temporarily in your possession; the most paid in any one occurrence is the lesser of the actual cash value of the damaged equipment or \$100,000; higher limits are available.</p> <p>\$1,000 deductible applies.</p> <p>The coverage provided is primary.</p>
Rental Reimbursement for Scheduled Equipment	<p>Coverage B Scheduled Equipment: Extended to reimburse you for the expenses you incur to rent substitute equipment while your scheduled equipment is inoperable due to direct physical loss or damage caused by or resulting from a covered cause of loss.</p> <p>A 72-hour waiting period applies.</p>

INLAND MARINE – COVERAGE HIGHLIGHTS – continued

Unmanned Aircraft (Drones)	<p>Pays to repair or replace your lost or damaged unmanned aircraft.</p> <p>Coverage does not apply when the unmanned aircraft is:</p> <ul style="list-style-type: none">- rented, leased or loaned to others without an operator who is your employee or volunteer- used in any professional or organized racing, demolition or stunting activity. This includes practicing for such activity. <p>\$500 deductible applies.</p> <p>Pays up to \$25,000 in any one occurrence.</p>
Fire Department Charge	<p>Pays the fire department charges as a result of direct physical damage to your tools and equipment, scheduled equipment, or emergency service equipment due to a covered cause of loss.</p> <p>No deductible.</p> <p>Pays up to \$1,000 in any one occurrence.</p>
Fire Extinguishing Recharge Costs	<p>Will pay the cost to recharge fire extinguishing equipment at your premises regardless of whether the discharge was accidental or was the result of a covered cause of loss.</p> <p>No deductible.</p>
Newly Acquired Scheduled Equipment	<p>Covers newly acquired Scheduled Equipment or similar to that listed in the respective schedules, for a period of 30 days from date of acquisition.</p> <p>\$1,000 deductible applies.</p> <p>Pays replacement cost not to exceed purchase price.</p>
Deductible Waiver	<p>If an Inland Marine claim involving Coverage A and/or Coverage C occurs in conjunction with a claim under a Glatfelter Public Entities Auto Physical Damage or Property coverage, only one deductible, the largest, will apply to all losses.</p>

AUTO

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

<u>Coverage</u>	<u>Symbols</u>	<u>Limits</u>
Combined Single Limit for Bodily Injury & Property Damage (each Accident):	1	\$1,000,000
"No Fault" or Statutory Personal Injury Protection:		Not Included
Medical Payments:	7	\$5,000
Uninsured Motorists:	2	\$100,000
Underinsured Motorists:	2	\$100,000
Physical Damage Comprehensive:	10	see schedule below
Physical Damage Collision:	10	see schedule below

Schedule of Vehicles

<u>Vehicle No.</u>	<u>Year</u>	<u>Make & Model</u>	<u>VIN</u>	<u>ACV</u>	<u>RC</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
1	2015	FORD TAURUS	1FAHP2MK1FG145818	X			\$1,000	\$1,000
2	2003	FORD F350 DRW SUPER DUTY	1FDWF36S03EB29832	X			\$1,000	\$1,000
3	1994	CHEVY BUCKET TRUCK	1GBKC34F3RJ107068	X			\$1,000	\$1,000
4	2006	FORD F150	1FTRF14576KB38777	X			\$1,000	\$1,000
5	2010	DODGE CHARGER LAW ENFORCEMENT	2B3AA4CV5AH248405	X			\$1,000	\$1,000
6	1991	E-1 PUMPER	46J7BAA8XM1003611			\$150,000	\$2,000	\$2,000
7	2006	SPARTAN AERIAL	4S7HU2D956C052631			\$429,993	\$2,000	\$2,000
8	2016	DODGE CHARGER LAW ENFORCEMENT	2C3CDXAT4GH199180	X			\$1,000	\$1,000
9	2016	DODGE CHARGER LAW ENFORCEMENT	2C3CDXATBGH199181	X			\$1,000	\$1,000
10	2013	HARLEY MOTORCYCLE	1HD1FHM17DB604139				N/A	N/A
11	2012	HARLEY MOTORCYCLE	1HD1FHM1XCB640180				N/A	N/A
12	2017	FORD F250 FIRST RESPONDER	1FT7X2BT8HEC56737			\$34,467	\$1,000	\$1,000
13	1996	FORD CROWN VICTORIA	2FALP71W9TX173015	X			\$1,000	\$1,000
14	2017	DODGE CHARGER LAW ENFORCEMENT	2C3CDXAT9HH650864	X			\$1,000	\$1,000
15	2017	DODGE CHARGER LAW ENFORCEMENT	2C3CDXAT7HH650863	X			\$1,000	\$1,000
16	2010	FORD CROWN VICTORIA LAW ENFORCEMENT	2FABP7BV6AX121016	X			\$1,000	\$1,000
17	2011	FORD CROWN VICTORIA LAW ENFORCEMENT	2FABP7BV1BX101936	X			\$1,000	\$1,000
18	1996	SPARTAN SMEAL PUMPER	4S7AT9D05TC017615			\$75,000	\$1,000	\$1,000

<u>Vehicle No.</u>	<u>Year</u>	<u>Make & Model</u>	<u>VIN</u>	<u>ACV</u>	<u>RC</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
19	2019	DODGE CHARGER LAW ENFORCEMENT	2C3CDXKTXKH617717	X			\$1,000	\$1,000
20	2019	DODGE CHARGER LAW ENFORCEMENT	2C3CDXKT1KH743125	X			\$1,000	\$1,000
21	2020	FORD EXPLORER LAW ENFORCEMENT	1FM5K8AC5LGC92548	X			\$1,000	\$1,000
22	1985	FORD FMC PUMPER	1FDPC80K5FVA19477			\$5,000	\$1,000	\$1,000
23	2022	FORD EXPLORER LAW ENFORCEMENT	1FM5K8AC0NGB45637	X			\$1,000	\$1,000
24	2023	CHEVY TAHOE LAW ENFORCEMENT	1GNSKLED6PR241798	X			\$1,000	\$1,000
25	2008	CHEVY SILVERADO	1GCHK29KX8E112588	X			\$1,000	\$1,000
26	2023	DODGE CHARGER LAW ENFORCEMENT	2C3CDXAT8PH592129	X			\$1,000	\$1,000
27	2025	FORD EXPLORER LAW ENFORCEMENT	1FM5K8ACXSGB13273	X			\$1,000	\$1,000
28	2025	ROCK SOLID ENCLOSED CARGO TRAILER	7H2BE1229SD064665	X			\$1,000	\$1,000
29	2015	DODGE CHARGER LAW ENFORCEMENT	2C3CDXAT7FH817526	X			\$1,000	\$1,000
30	2023	FORD EXPLORER LAW ENFORCEMENT	1FM5K8ACXPGA18459	X			\$1,000	\$1,000
31	2015	CHEVROLET SILVERADO	1GCRCPEH0FZ347094	X			\$1,000	\$1,000
32	2017	FORD EXPLORER LAW ENFORCEMENT	1FM5K8AR3HGD06958	X			\$1,000	\$1,000
33	2025	FORD EXPLORER LAW ENFORCEMENT	1FM5K8AC9SGB91799	X			\$1,000	\$1,000

AUTO – COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Liability on "Any Auto" basis	Covers your liability for owned, hired or non-owned autos.
Temporary Substitute Vehicle Liability	Coverage is provided when a replacement vehicle is loaned to you while a covered vehicle is temporarily out of service. Coverage is on a primary basis.
Uninsured Motorist/ Underinsured Motorist	Covers bodily injury (and property damage where required by law) sustained by an eligible party caused by a negligent uninsured/underinsured motorist per state laws.
Hired Car Physical Damage	Coverage for hired, borrowed or commandeered vehicles on an actual cash value basis. Coverage is primary.
Deductible Waiver	If an Auto Physical Damage claim occurs in conjunction with a claim under a Glatfelter Public Entities Inland Marine or Property coverage, only one deductible, the largest, will apply to all losses.
Airbag Coverage	Covers loss caused by accidental discharge of an airbag.
Elected or Appointed Officials – Commissions as Insureds	Covers your elected or appointed officials while using a covered auto you do not own, hire or borrow, while performing duties related to the conduct of your business. Covers commissions, authorities, boards or agencies, their commissioners, officers and members while using a covered auto you do not own, hire or borrow, but only while acting within the authority granted by you and only performing duties related to the conduct of your business.
Knowledge of Accident	Failure of any agent, volunteer worker or employee of the insured, other than an employee authorized by you to give or receive notice of an accident, claim, suit or loss, to notify us of any accident, shall not invalidate insurance afforded by the policy.

GENERAL LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following three sections:

- **Coverage A. Bodily Injury and Property Damage Liability** protects you when claims are made against you because of injury to others or damage to their property, unless caused by an auto.
- **Coverage B. Personal and Advertising Injury Liability** protects you when claims are made against you because of injury to others arising from offenses such as slander or violation of a person's privacy.
- **Coverage C. Medical Expense** pays medical expenses requested by you in writing for bodily injury caused by an accident on your premises or because of your operation. These expenses are payable even if the injury occurred through no fault of your own.

<u>Coverage</u>	<u>Limit</u>
Each Occurrence:	\$1,000,000
Damage to Premises Rented to You:	\$1,000,000
Medical Expense:	\$10,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$3,000,000
Products – Completed Operations Aggregate:	\$3,000,000
Deductible:	\$0

Professional Health Care Liability

- Covers you for liability for the health care services provided by your nurses or other healthcare professionals, firefighting, emergency medical services or rescue squad units.

GENERAL LIABILITY – COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Defense Costs	Payable in addition to the Limits of Insurance.
Bodily Injury	Bodily Injury includes mental anguish, and mental injury, shock, fright or death resulting from bodily injury, sickness or disease.
Contractual Liability	Covers you for the liability you agreed to assume of another party, either orally or in writing, but not for the sole negligence of the other party. The claim must be otherwise covered (not excluded).
Damage to Property of Persons Receiving Services	Covers you for liability for a personal property loss suffered by a member of the public receiving services from you, provided the loss is caused by theft, physical damage or disappearance. Subject to a \$100 deductible each occurrence. Coverage is limited to firefighting, emergency medical services or rescue squad units.
"Good Samaritan" Liability	Covers volunteer members and employees for liability arising from actions on their own to render services at the scene of an emergency requiring immediate action. Applies to professional health care or any other services. To qualify as a "Good Samaritan", the individual must act independently of your organization or any other organization.
Damage to Premises Rented to You (including Fire Damage Legal Liability)	Covers you for liability for damages, due to "property damage" caused by "specified perils", to any one premises while rented to you or temporarily occupied by you with permission of the owner.
Unmanned Aircraft (Drones)	Covers you for unmanned aircraft owned, operated, rented or loaned to you. Unmanned aircraft means an aircraft weighing 15 pounds or less that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft. Unmanned aircraft includes equipment used with the unmanned aircraft, provided such equipment is attached to or essential for its operation.
Pollution Liability	Covers you for bodily injury or property damage arising out of a pollution incident resulting from any of the following: <ul style="list-style-type: none"> - heat, smoke or fumes from a hostile fire - escape of fuels or lubricants from mobile equipment - escape or back-up of sewage or wastewater if property damage occurs away from land you own or lease - storage and/or application of pesticides or herbicides

GENERAL LIABILITY– COVERAGE HIGHLIGHTS – continued

- potable water which you supply to others
- chemicals you use in your water or wastewater treatment
- chemicals you use or store in your classrooms and laboratories
- chemicals you apply, use or store for your ownership, maintenance or operation of swimming pools
- application, use or storage of road salt or similar substances designed and used for snow and ice removal from road and similar surfaces
- natural gas or propane gas used in your treatment process

All pollution incidents must be accidental, unintended and stopped as soon as possible.

Watercraft Liability

Covers you for bodily injury or property damage arising from your use of the following:

- non-owned boats (unless carrying persons or property for a charge)
- owned boats that are not powered by motors
- owned boats that are powered by motors of not more than 100 horsepower, and jet skis and wave runners regardless of horsepower

Failure to Supply Water

Coverage is included for failure to supply water and is not subject to the ISO sudden and accidental restriction.

Public Use of Property

No coverage is provided for claims arising out of the principles of eminent domain, including condemnation, adverse possession, and dedication by adverse use, or inverse condemnation.

LAW ENFORCEMENT ACTIVITY LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

- This coverage protects you when claims are made against you for injury to others that arise from the operations you authorize in the course of law enforcement.
- Line of Duty Accidental Death provides reimbursement to the insured for a voluntary payment to the family or members of the household due to the accidental death of an insured whose death resulted in the direct participation of a law enforcement activity.

Law Enforcement Activity Liability

Each Law Enforcement Wrongful Act Limit:	\$1,000,000
Aggregate Limit:	\$3,000,000
Deductible:	\$0

Law Enforcement Line of Duty Accidental Death

Limit of Insurance:	\$50,000 per person
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PUBLIC OFFICIALS AND MANAGEMENT LIABILITY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

This coverage contains the following sections:

- **Coverage A. Liability for Monetary Damages** protects you when claims are made against you for monetary damages arising out of a wrongful act, employment practices offense or employee benefits administration offense resulting from your operations. Coverage does not apply to bodily injury, property damage or personal and advertising injury, except when resulting from a covered employment practices offense.
- **Coverage B. Defense Expense for Injunctive or Declaratory Relief** reimburses reasonable defense expenses you incur to defend an injunctive or declaratory relief action arising out of a wrongful act, employment practices offense or employee benefit administration offense resulting from your operations.

Policy Type: Claims Made

<u>Coverage</u>	<u>Limit</u>	
Coverage A: <i>Coverage A includes Employee Benefits Liability</i>	\$1,000,000	Each Wrongful Act or Offense
Coverage B:	\$5,000	Each Action
Aggregate Limit:	\$3,000,000	Coverage A and B Combined
Coverage A Deductible:	\$0	
Retroactive Date:	None	Applies to Claims Made Coverage only

PUBLIC OFFICIALS AND MANAGEMENT LIABILITY – COVERAGE HIGHLIGHTS

The following apply unless noted otherwise in this proposal:

Defense Expense	The cost to defend you against covered claims is the responsibility of the company and will not erode your liability limits.
Wrongful Acts	Coverage applies to any actual or alleged error, act, omission, neglect, misfeasance, nonfeasance, or breach of duty, including violation of any civil rights law, that results unexpectedly and unintentionally to others.
Employment Practices	<p>Coverage applies to an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective or former employee or volunteer worker.</p> <p>Includes violations of civil rights, wrongful termination, failure to hire and harassment, including sexual harassment. Harassment toward or from a third-party involving an employee or volunteer is included.</p>
Employee Benefits Liability	Coverage applies to acts, errors or omissions in counseling, interpreting, handling records, or effecting enrollments in your employee benefit plans.
Public Use of Property	No coverage is provided for claims arising out of the principles of eminent domain, including condemnation, adverse possession, dedication by adverse use, or inverse condemnation.

PROPOSAL NOTES

Property

Note: Coverage is extended to provide up to an additional 25% of the applicable Limit of Insurance for covered real property and/or personal property. We will pay the reasonable and necessary amount to upgrade to green the covered damaged property as described in Non-LEED® Certified Coverage or as described in LEED® Certified Coverage, whichever is applicable. Coverage is limited up to \$2,000,000 per occurrence.

Note: Coverage for Markers, Tombstones and Headstones is limited to \$25,000 in any one occurrence.

Note: Ordinance coverage for water and wastewater systems shall be the lesser of \$500,000 or 100% of the amount paid for the initial direct physical loss or damage to that item.

Note: Flood coverage is not provided for the following locations: 5

Crime

Note: Exclusion for the payment of costs, fees or other expenses you incur is amended to provide Investigative Costs Expense Coverage. This exclusion does not apply to the first \$10,000 of the reasonable and necessary costs paid to a forensic accountant to determine the existence of such a loss if the forensic accountant was retained subsequent to a law enforcement inquiry or investigation related to a suspected loss.

Auto

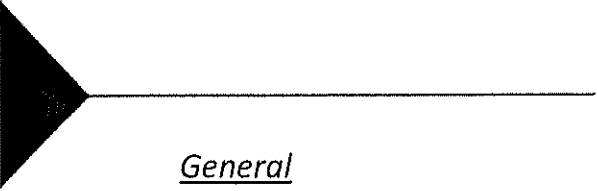
Note: The Medical Payments limit of \$5,000 applies to the following vehicle(s):

Vehicle Number(s)

1,2,3,4,5,6,7,8,9,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33

Note: Automobile coverage is being provided on a Fleet Automatic basis. Fleet Automatic means that we will not endorse the policy during the policy period when vehicle additions or deletions take place. The insured is not required to report any midterm vehicle changes (additions or deletions) except for Emergency Service Organization (ESO) vehicles that are covered on an Agreed Value basis. The insured and broker must declare a value for ESO vehicles being added mid-term. An endorsement will not have to be processed but the request with the declared value must be kept on file in the event a claim occurs. In the event of a claim, we will apply the deductible that is assigned to the policy. If multiple deductibles apply, the highest deductible available and which is consistent with a similar vehicle type and age will be applied. Auto ID cards needed/required on midterm vehicle additions are the responsibility of the broker to generate and provide to the insured. The policy will not be audited; however, the insured will be required to report all previously unreported midterm vehicle changes prior to each policy renewal by providing a current vehicle schedule.

Note: Please complete and return the completed attached UM/UIM selection/rejection forms to verify limits of coverage returned prior to binding.



General

Note: The premiums quoted may include package discounts. If you should decide to buy some coverages but not others, your premiums may change.

PREMIUM SUMMARY

CITY OF ELLIJAY (GA) C36480

	<u>Premium</u>
Property	\$9,981
Crime	\$876
Inland Marine	\$2,348
Auto	\$41,448
General Liability	\$20,656
Law Enforcement Activity Liability	Included
Public Officials and Management Liability	\$13,523
Educators Legal Liability	Not Quoted
Excess Liability	Not Quoted
Total Estimated Annual Premium	\$88,832

GLATFELTER PUBLIC ENTITIES ORDER FORM

CITY OF ELLIJAY (GA) C36480

Coverage	Effective/ Expiration Dates	Accept <i>Initial to accept coverage</i>	Decline <i>Initial to decline coverage</i>	Premium Quoted
Property				
Crime				
Inland Marine				
Auto				
General Liability				
Public Officials and Management Liability				
Educators Legal Liability				
Excess Liability				
Total				

Payment Plans

Please indicate your choice of premium payment options. There are no installment fees. Payment plans do not include any applicable taxes, fees, and surcharges. They will be included with your initial invoice. Payment plans options do not apply to future endorsements. You will receive an invoice based on the payment plan selected. ***Please Note – Any breakdown of premium values listed on this Order Form should not be used for billing purposes. On Installment plans, payment amounts will vary due to rounding on installment schedules. Please wait for the invoice to bill the insured. Remittance payment must match the invoice.***

- Annual Default unless otherwise eligible and selected below
- Two-Pay \$2,500 account minimum
- Four-Pay \$3,500 account minimum
- Ten-Pay \$10,000 account minimum

Before you return this form, you must:

1. Provide the INSURED'S Federal ID#: 58-6000574
2. Identify all mortgagees, loss payees and (for Auto only) additional insureds/lessors (provide address).
3. Complete Uninsured Motorist's Selection/Rejection form, if required.
4. By signing below, you are in agreement with the values shown on the attached Statement of Values.

This is not a binder, nor should it be used as one. This form is solely for the purpose of ordering property and casualty insurance coverages for which Glatfelter Public Entities has provided a valid quote.

Signature of Insured or Insurance Representative

Date

Comments/Notes: _____

Internal Use Only:	C36480 GA	Qt Eff Dt: 07/01/2026	Doc ID: 976e4d0200c14a91b6eba6d4ca0cdf6a
	Property: 29402810000000	Crime: 29402810000000	IM: 29402810000000
	GL: 29402810000000	FOML: 29402810000000	Auto: 22502810000000
		ELL: 0	Excess: 0

PROPERTY – STATEMENT OF VALUES

Prepared for: CITY OF ELLIJAY (C36480)
 Date Generated: 06/01/2026
 Renewal Of Policy Number: GPNU-PF-0016002-05
 Policy Period: 07/01/2026 - 07/01/2027
 Blanket Type: Policy Blanket

Premises/ Item	Address	Description/ Occupancy	Real Property		Personal Property	
			Value	Incl In Blanket	Value	Incl In Blanket
1/1	197 NORTH MAIN STREET ELLIJAY, GA 30540	CITY HALL	\$1,577,185	Yes	\$84,399	Yes
1/2		MAINTENANCE	\$249,600	Yes	\$8,006	Yes
Total Values Subject to the Blanket:					\$1,919,190	
All Other Values:					\$0	
2/1	201 NORTH MAIN STREET ELLIJAY, GA 30540	FIRE DEPARTMENT	\$2,402,929	Yes	\$320,390	Yes
Total Values Subject to the Blanket:					\$2,723,319	
All Other Values:					\$0	
3/1	WESTSIDE SQUARE AND DALTO ELLIJAY, GA 30540	KOISK	\$6,063	Yes	Not Covered	
Total Values Subject to the Blanket:					\$6,063	
All Other Values:					\$0	
4/1	OLD BLUE RIDGE/MCCUTCHEN ELLIJAY, GA 30540	CORN CRIB (ACV)	\$779	No	Not Covered	
4/2		BARN (ACV)	\$56,768	No	Not Covered	
4/3		RESTROOMS	\$140,383	Yes	Not Covered	
Total Values Subject to the Blanket:					\$140,383	
All Other Values:					\$57,547	
5/1	NORTH CHURCH STREET ELLIJAY, GA 30540	BOARDWALK	\$71,166	Yes	Included	Yes
Total Values Subject to the Blanket:					\$71,166	
All Other Values:					\$0	

END OF STATEMENT OF VALUES

Customer Detail Sorted By Policy & Coverage Type											PC-LE09-E	
Claims Valued as of Monday, May 11, 2026												
Policy Number	Coverage	Loss Date	Description of Accident/Loss	Loss Reported Date	Claim Number	Closed Date	Loss Reserve	Expense Reserve	Paid Losses	Paid Expenses	Recoveries	Total Incurred
GPNUPF0016002-00 07/01/2020 07/01/2021 NUFIC	AUTO LIABILITY	06/21/2021	06/22/2021	GAPF21060782	10/01/2021	0	0	0	179	0	179	
	The insured vehicle was traveling through a parking lot and collided with the claimant vehicle traveling through parking lot with an obstructed view.											
	ACCIDENT LOCATION: ELLIJAY, GA											
	AUTO: 2017 DODGE CHARGER LAW ENFORCEMENT (Class: 7911) VIN: 2C3CDXAT7HH650863											
	AUTO PHYSICAL DAMAGE	04/29/2021	05/03/2021	GAPF21050143	05/05/2021	0	0	1,392	0	0	1,392	
	Insured vehicle struck by deer											
	ACCIDENT LOCATION: ELLIJAY, GA											
	AUTO: 2016 DODGE CHARGER LAW ENFORCEMENT (Class: 7911) VIN: 2C3CDXAT8GH199179 INSURED DRIVER: Trevor Gene McClure											
	06/21/2021	06/22/2021	GAPF21060782	07/06/2021	0	0	7,295	0	0	7,295		
	The insured vehicle was traveling through a parking lot and collided with the claimant vehicle traveling through parking lot with an obstructed view.											
ACCIDENT LOCATION: ELLIJAY, GA												
AUTO: 2017 DODGE CHARGER LAW ENFORCEMENT (Class: 7911) VIN: 2C3CDXAT7HH650863												
06/29/2021	03/16/2022	GAPF22030732	03/22/2022	0	0	3,902	0	0	3,902			
Insured vehicle damaged leaving station with door open												
ACCIDENT LOCATION: ELLIJAY, GA												
AUTO: 1997 SPARTAN SMEAL PUMPER (Class: 7909) VIN: 4S7AT9D05TC017615												
GENERAL LIABILITY	07/25/2020	08/05/2020	GAPF20080209	02/22/2021	0	0	0	0	0	0		
Claimant was arrested two days prior to the incident. He was detained for two days by the sheriff's department before being released on bond. He walked away from the jail, walked into the middle of the roadway and was struck (as a pedestrian) by a vehicle.												
ACCIDENT LOCATION: ELLIJAY, GA												
02/24/2021	08/16/2021	GAPF21080580	04/13/2022	0	0	0	468	0	468			
The Claimant was struck as a pedestrian while unloading cargo from his tractor. This occurred at a water treatment facility in or near the City of Ellijay. The Claimant alleges the design of the facility, which included 2 large treatment tanks, contributed to the accident by obstructing motorists' view as they enter and exit that area of the facility. They also claim that there was not proper signage warning approaching vehicle operators of the obstruction.												
ACCIDENT LOCATION: ELLIJAY, GA												
GPNUPF0016002-00 Totals:							0	0	12,588	647	0	13,235

NOTE: This report contains proprietary and confidential information that should only be disclosed to internal associates, the agent of record or to the first name insured listed above unless approved by the Officer of the Company.

Customer Detail Sorted By Policy & Coverage Type											PC-LE09-E
Claims Valued as of Monday, May 11, 2026											
Policy Number	Coverage	Loss Date	Loss Reported	Claim Number	Closed Date	Loss Reserve	Expense Reserve	Paid Losses	Paid Expenses	Recoveries	Total Incurred
GPNUPF0016002-02 07/01/2022 07/01/2023 NUFIC	PROPERTY	07/10/2022	12/21/2022	GAPF22120832	01/18/2023	0	0	3,927	0	0	3,927
	insured property damaged by lightning ACCIDENT LOCATION: Ellijay, GA PROPERTY BUILDING DESCRIPTION: 201 NORTH MAIN STREET - FIRE DEPARTMENT										
	GPNUPF0016002-02 Totals:						0	0	3,927	0	0
GPNUPF0016002-03 07/01/2023 07/01/2024 NUFIC	AUTO PHYSICAL DAMAGE	10/02/2023	10/06/2023	GAPF23100255	10/09/2023	0	0	1,293	0	0	1,293
	Insured vehicle struck claimant pole when turning around ACCIDENT LOCATION: Douglasville, GA AUTO: 2017 DODGE CHARGER LAW ENFORCEMENT (Class: 7911) VIN: 2C3CDXAT7HH650863 INSURED DRIVER: Jacob Garner ADDITIONAL ENTITY: CITY OF ELLIJAY										
		11/13/2023	11/20/2023	GAPF23110655	12/20/2023	0	0	47,644	0	(30,332)	17,311
	Insured vehicle struck by claimant vehicle#1 in intersection and pushed into claimant vehicle#2 ACCIDENT LOCATION: Ellijay, GA AUTO: 2022 FORD EXPLORER LAW ENFORCEMENT (Class: 7911) VIN: 1FM5K8ACXNGB45645 INSURED DRIVER: Trevor McClure ADDITIONAL ENTITY: CITY OF ELLIJAY										
GPNUPF0016002-03	GENERAL LIABILITY	09/14/2023	09/26/2023	GAPF23091028	11/29/2023	0	0	0	0	0	0
	Claimant vehicle damaged during arrest by insured ACCIDENT LOCATION: ELLIJAY, GA ADDITIONAL ENTITY: CITY OF ELLIJAY										
	GPNUPF0016002-03 Totals:						0	0	48,936	0	(30,332)
GPNUPF0016002-04 07/01/2024 07/01/2025 NUFIC	AUTO LIABILITY	01/03/2025	01/09/2025	GAPF25010368	01/14/2025	0	0	104	0	0	104
	Insured vehicle struck stopped claimant vehicle ACCIDENT LOCATION: ELLIJAY, GA AUTO: 1994 CHEVY BUCKET TRUCK (Class: 21499) VIN: 1GBKC34F3R107068 INSURED DRIVER: David Anthony Teague										

NOTE: This report contains proprietary and confidential information that should only be disclosed to internal associates, the agent of record or to the first name insured listed above unless approved by the Officer of the Company.

CITY OF ELLIJAY
 197 NORTH MAIN STREET
 ELLIJAY, GA 30540

Glatfeller Underwriting Services
 Customer Summary Loss Experience
 Including 5 Years of History from claim registration and policy inception

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 C36480
 CITY

Customer Detail Sorted By Policy & Coverage Type											PC-LE09-E	
Claims Valued as of Monday, May 11, 2026												
Policy Number	Coverage	Loss Date	Description of Accident/Loss	Loss Reported Date	Claim Number	Closed Date	Loss Reserve	Expense Reserve	Paid Losses	Paid Expenses	Recoveries	Total Incurred
GPNUPF0016002-04 07/01/2024 07/01/2025 NUFIC	ADDITIONAL ENTITY: CITY OF ELLIJAY											
	GENERAL LIABILITY											
	07/01/2024	12/31/2024		GAPF25010036	04/14/2026	0	0	275,000	14,582	0	289,582	
	Claimant tripped and fell over a tree grate that was located on a sidewalk ACCIDENT LOCATION: ELLIJAY, GA ADDITIONAL ENTITY: CITY OF ELLIJAY											
GPNUPF0016002-05 07/01/2025 07/01/2026 NUFIC	PROPERTY											
	04/07/2025	04/07/2025		GAPF25040267	05/02/2025	0	0	0	0	0	0	
	Property damaged by flood waters ACCIDENT LOCATION: ELLIJAY, GA PROPERTY BUILDING DESCRIPTION: 197 NORTH MAIN STREET - CITY HALL ADDITIONAL ENTITY: CITY OF ELLIJAY											
	GPNUPF0016002-04 Totals:											
							0	0	275,104	14,582	0	289,686
GPNUPF0016002-05 07/01/2025 07/01/2026 NUFIC	AUTO PHYSICAL DAMAGE											
	10/08/2025	10/10/2025		GAPF25100323	10/15/2025	0	0	2,156	0	0	2,156	
	Insured vehicle struck a telephone pole ACCIDENT LOCATION: ELLIJAY, GA AUTO: 2023 DODGE CHARGER LAW ENFORCEMENT (Class: 7911) VIN: 2C3CDXAT8PH592129 ADDITIONAL ENTITY: CITY OF ELLIJAY											
	GENERAL LIABILITY											
10/17/2025	10/21/2025		GAPF25100650	01/12/2026	0	0	0	0	0	0		
Claimant vehicle struck Insured excavator ACCIDENT LOCATION: ELLIJAY, GA ADDITIONAL ENTITY: CITY OF ELLIJAY												
							0	0	2,156	0	0	2,156
							0	0	342,711	15,229	(30,332)	327,608

NUFIC National Union Fire Insurance Company of Pittsburgh, Pa.

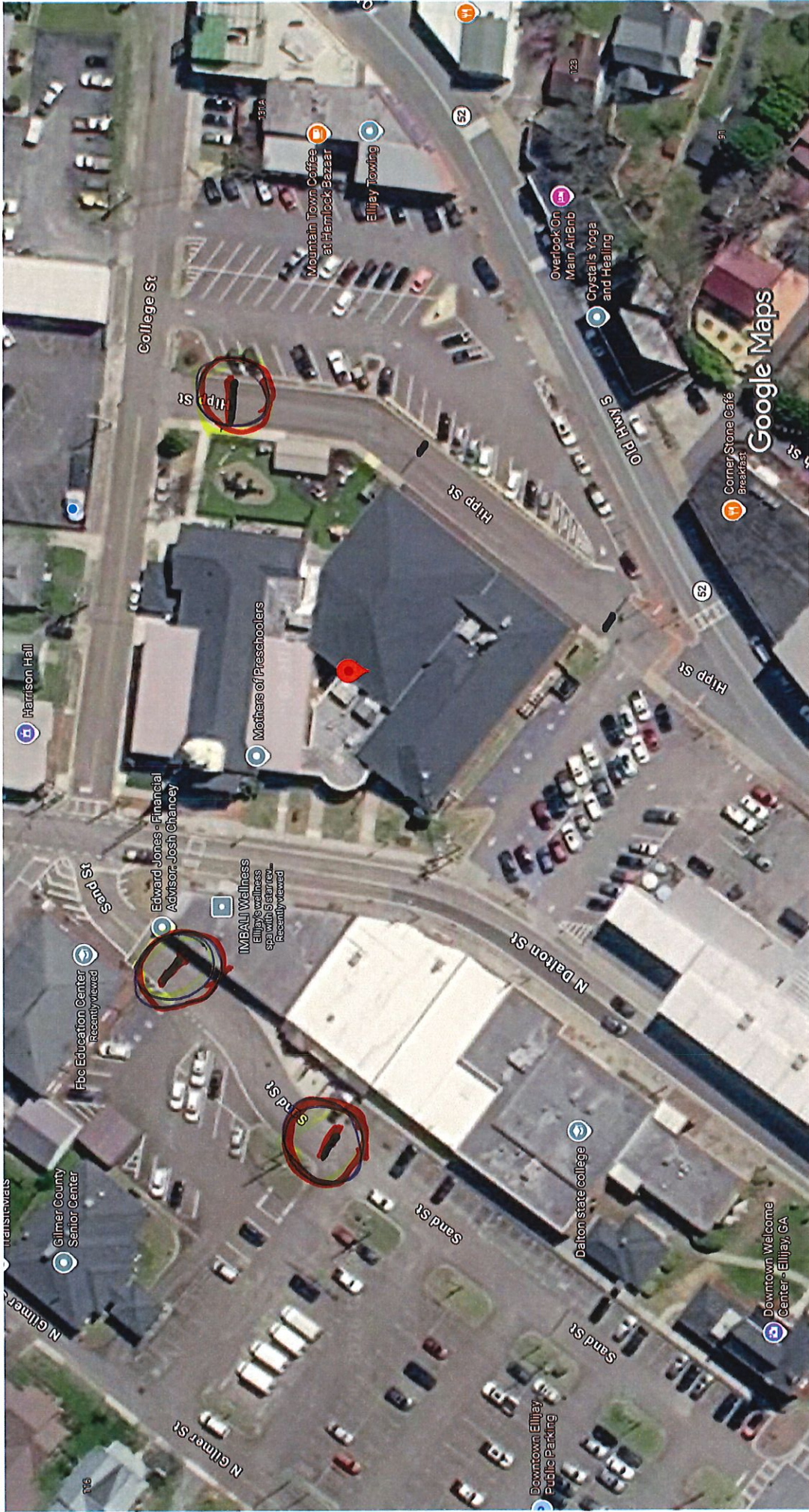
NOTE: This report contains proprietary and confidential information that should only be disclosed to internal associates, the agent of record or to the first name insured listed above unless approved by the Officer of the Company.

2025-2026

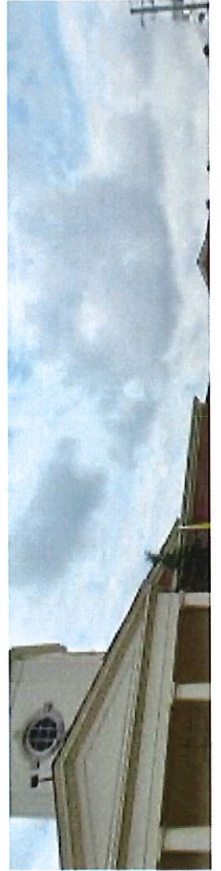
City of Billajay 2026-2027 COVERAGE	EXPIRING PREMIUM	PROPOSED PREMIUM	CARRIER	EXPIRING LIMITS	PROPOSED LIMITS	NOTES	EXPIRING DEDUCTIBLE	PROPOSED DEDUCTIBLE
GENERAL LIABILITY	\$18,570	\$20,656	National Union Fire	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Occurrence/ General Aggregate	\$0	\$0
Products & Completed Operations	Included	Included	National Union Fire	\$3,000,000	\$3,000,000	Aggregate Limit	\$0	\$0
Personal & Advertising Injury	Included	Included	National Union Fire	\$1,000,000	\$1,000,000	Per Occurrence	\$0	\$0
Damage to Premises Rented to You	Included	Included	National Union Fire	\$1,000,000	\$1,000,000	Per Occurrence	\$0	\$0
Medical Expenses	Included	Included	National Union Fire	\$10,000	\$10,000	Per Occurrence	\$0	\$0
Failure To Supply	Included	Included	National Union Fire	Included	Included		\$0	\$0
LAW ENFORCEMENT LIABILITY	Included	Included	National Union Fire	1,000,000/3,000,000	1,000,000/3,000,000		\$25,000	\$25,000
AUTOMOBILE LIABILITY	\$33,437	\$43,440	National Union Fire	\$1,000,000	\$1,000,000	Any Auto	\$0	\$0
Auto Medical Payments	Included	Included	National Union Fire	\$5,000	\$5,000	All Owned Autos	\$0	\$0
Uninsured/ Underinsured Motorist	Included	Included	National Union Fire	\$1,000,000	\$1,000,000	All Owned Autos	\$0	\$0
Total Number of Units with Liability	Included	Included	National Union Fire	31	33	Includes Any Trailers	-	-
AUTOMOBILE PHYSICAL DAMAGE	Included	Included	National Union Fire	Actual Cash Value	Actual Cash Value		See Sch	See Sch
Comprehensive/Collision	Included	Included	National Union Fire	IF ANY	IF ANY		\$100/\$500	\$100/\$500
Hired Car Physical Damage	Included	Included	National Union Fire					
CRIME	\$876	\$976	National Union Fire	\$250,000	\$250,000	Includes Faithful Performance; Per Loss	\$1,000	\$1,000
Employees Theft	Included	Included	National Union Fire	\$250,000	\$250,000	Per Occurrence	\$1,000	\$1,000
Forgery or Alteration	Included	Included	National Union Fire	\$250,000	\$250,000	Per Occurrence	\$1,000	\$1,000
Include the Premises (Money & Securities)	Included	Included	National Union Fire	\$50,000	\$250,000	Per Occurrence	\$1,000	\$1,000
Inside the Premises (Robbery/Safe)	Included	Included	National Union Fire	\$5,000	\$100,000	Per Occurrence	\$1,000	\$1,000
Outside the Premises	Included	Included	National Union Fire	\$50,000	\$250,000	Per Occurrence	\$1,000	\$1,000
Computer & Funds Transfer Fraud	Included	Included	National Union Fire	\$50,000	\$250,000	Per Occurrence	\$1,000	\$1,000
Fraudulent Impersonation	Included	Included	National Union Fire	\$25,000	\$250,000	Per Occurrence	\$1,000	\$1,000
Money Orders	Included	Included	National Union Fire	\$25,000	\$250,000	Per Occurrence	\$1,000	\$1,000
PROPERTY	\$9,145	\$9,981	National Union Fire			Replacement Cost/Agreed amount	\$1,000	\$1,000
Blanket Building & Personal Property	Included	Included	National Union Fire	\$4,673,194	\$4,860,121	Per Occurrence	72 Hours	72 Hours
Loss of Income	Included	Included	National Union Fire	\$250,000	\$250,000	Per Occurrence	72 Hours	72 Hours
Extra Expense	Included	Included	National Union Fire	\$250,000	\$250,000	Per Occurrence	\$1,000	\$1,000
Software	Included	Included	National Union Fire	\$500,000	\$500,000	Per Occurrence	\$10,000	\$10,000
Earthquake	Included	Included	National Union Fire	\$1,000,000	\$1,000,000	Per Occurrence	\$10,000	\$10,000
Flood	Included	Included	National Union Fire			Per Occurrence	\$10,000	\$10,000
EQUIPMENT BREAKDOWN	Included	Included	National Union Fire				\$1,000	\$1,000
Expediting Expenses	Included	Included	National Union Fire	\$100,000	\$100,000		\$1,000	\$1,000
Hazardous Substances	Included	Included	National Union Fire	\$250,000	\$250,000		\$1,000	\$1,000
Spoilage	Included	Included	National Union Fire	\$100,000	\$100,000		\$1,000	\$1,000
Data Restoration	Included	Included	National Union Fire	\$500,000	\$500,000		\$1,000	\$1,000
INLAND MARINE	\$2,107	\$2,348	National Union Fire				\$500	\$500
Scheduled Equipment	Included	Included	National Union Fire	\$57,338	\$57,338		\$500	\$500
Blanket Tools and Equipment	Included	Included	National Union Fire	See schedule	See schedule	Subject to a per item limit of \$10,000	\$500	\$500
Blanket Emergency Services Equipment	Included	Included	National Union Fire	GRC	GRC	Guaranteed Replacement Cost	\$500	\$500
Rented or Borrowed Equipment	Included	Included	National Union Fire	\$100,000	\$100,000			
Watercraft Extension Limit	Included	Included	National Union Fire	\$25,000	\$25,000			
PUBLIC OFFICIALS & MANAGEMENT LIABILITY	\$11,877	\$13,523	National Union Fire	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Wrongful Act Limit/Aggregate Limit	\$5,000	\$5,000
Each Action for Injunctive Relief	Included	Included	National Union Fire	\$5,000	\$5,000			
Retro Date: 1/1/1998 - Claims Made	Included	Included	National Union Fire					
EMPLOYEE BENEFITS LIABILITY	Included	Included	National Union Fire	Included in POL	Included in POL		\$0	\$0
TOTAL PREMIUM	\$76,012	\$80,832						

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.





Imagery ©2026 Airbus, Map data ©2026 50 ft



98 Summit View Ln – RSKnight Management – Short-Term Rental brief

- 98 Summit View Ln was permitted for building a house November 22, 2021. The final inspection was passed on October 28, 2022.
- The Short-Term Rental ordinance was passed by the City of Ellijay February 2022.
- The property has never qualified for an STR permit due to location.
- All operation of the property as an STR has been illegal, in violation of city ordinance 60-3. It has had neither a business license or an STR license issued by the City of Ellijay. At no time has it been a legally operating, lawful business in the City of Ellijay.
- The property does not qualify for an STR in the City of Ellijay. Per 60-6(i). residential property must border or be adjacent to the Central Business District (CBD) to qualify for an STR permit. The Summit doesn't border the CBD.
- The Summit is a Planned Unit Development – Residential (PUD-R). It is a residential Zoning Classification. STRs are permitted in General Commercial and CBD. Residential zones are highly restricted.
- A letter was sent to Simone Knight in June 2024 to cease use of the STR.
- In December 2025, Simone Knight was informed that the property did not qualify for use as an STR. She was informed that the property was in the City of Ellijay and any license had to be from the City. I said I would review it. No applications were received regarding the property.
- In February and March, letters were sent to 1131 Bel Aire Dr W address. Letters were received back “unable to forward”.
- In March 2026, I informed S. Knight that her STR was in violation and that she must shut it down immediately.
-

Date: June 5, 2026

From: Simone Knight and Raymond Knight

RSKnight Management

1131 Bel Aire Dr. W

Pembroke Pines FL, 33027

954-699-7373

rsknightmanagement@gmail.com

To:

Lori Pierce, City Clerk

Andrew Mathis, Code Enforcement

cc: Al Hoyle, Mayor and Members of the Ellijay City Council

City of Ellijay

197 North Main Street, Ellijay, GA 30540

Re: Appeal of Short-Term Rental License and Business License for 98 Summit View Ln Ellijay, GA 30540

Hello Mrs. Pierce and Mr. Mathis,

This letter appeals the City of Ellijay's denial of a short-term rental license (confirmation 44849385) and a business license (confirmation 44849740) for the residential property at 98 Summit View Ln, Ellijay, GA 30540 (The "Property"). Both applications were submitted on May 22, 2026.

Based on the Property's construction timeline, the HOA covenants, and the City's approval of a similar appeal in the same subdivision in April 2026, we respectfully request that the City reverse its decision and approve both applications so The Property may continue operating lawfully as a short-term rental.

TIMELINE

- In November 2021, Simone and Raymond Knight built a second home in Ellijay for future retirement. Until then, The Property has served as a family vacation home and has occasionally been used as a short-term rental.
- Construction began in January 2022 and was completed in October 2022, before the Ellijay short-term rental ordinance was fully adopted by the City Council on December 21, 2025.

- Vacasa was engaged for property management services in October 2022 and obtained a short-term rental license for the Property from Gilmer County in December 2022. The Property became available for short-term rentals in January 2023. Since then, all applicable county and state fees have been paid, and The Property has remained in compliance with state and county requirements.
- The Property was built in reliance on the Covenants, Restrictions, and Easements for The Summit at Ellijay Reserve, which were approved by Gilmer County and the City of Ellijay. The Covenants expressly allow short-term rentals, as stated on *page 4, section 14*:

"All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time, with the exception that rentals of homes in the submitted property shall be allowed for a period of not less than 48 consecutive hours,"

APPROVED SHORT-TERM RENTAL ALLOWANCE

Allowance of short-term rentals by the HOA and County was a key factor in our decision to invest in this property and build a high-quality home that contributes to the local economy and tourism. **The decision to investment in Ellijay would not have been made if short-term rentals had not been a permitted use of The Property.**

Since 2022, Gilmer County has continued to recognize The Property as a compliant short-term rental. In December 2025, Lori Pierce and Andrew Mathis informed Simone Knight that the City created a new STR Ordinance in March 2022 that prohibits short-term rentals in R1 communities. We discussed the Property's construction timeline, and Andrew Mathis indicated that he would review the circumstances and follow up. **In March 2026, Mrs. Knight was notified that The Property was not zoned for the City's new STR Ordinance. Subsequently, Gilmer County sent notice that they were previously unaware of the City's STR Ordinance and could no longer issue or renew The Property's STR license because the City of Ellijay had jurisdiction.**

APPEAL PRECEDENCE

A home in The Summit at Ellijay Reserve was previously denied a short-term rental license by the City of Ellijay and was later approved on appeal in April, 2026. That home was built and began renting after The Property at 98 Summit View Lane.

Based on these events, applications for a business license and a short-term rental license were submitted at City Hall for The Property on May 22, 2026. On May 26, 2026, Andrew Mathis notified Simone Knight via phone that both applications had been denied. These actions by the City of Ellijay, beginning in March 2026, have caused a sudden and serious disruption to an established, lawful, tax-paying use of The Property and has resulted in loss of income. The fact that a similarly

situated property, which began operating after The Property in question, received relief, supports the request that this application be treated fairly and consistently with prior Council action.

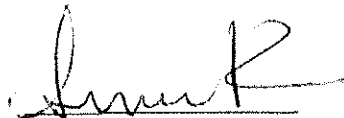
The current request is for equitable treatment based on the facts, the timeline, and a long-standing reliance on the approvals and covenants in place when The Property was built and opened for short-term rentals. The property in question was constructed before the ordinance, licensed by the County in 2022, rented since 2023, and has contributed taxes and fees to the County and State without issue. Denying the license now penalizes the property owners who acted in good faith, relied on existing permissions, and operated responsibly for years.

For these reasons, the following actions are requested from the Ellijay City Council:

1. Approve the business license application;
2. Reverse the denial of the short-term rental license application;
3. Confirm that The Property may continue operating as a lawful short-term rental; and
4. Grant any additional relief the Council deems appropriate to protect the existing, lawful use of this property.


Thank you for your time and consideration of this appeal. Supporting documents including HOA covenants, licensing applications, letter of violation from the City, license revocation notice from the County, and 2025-2026 County licensing records are attached.

Sincerely,



Simone Knight, Manager

RS Knight Management



Raymond Knight, Manager

RS Knight Management

Al Hoyle, Mayor
Lori Pierce, City Clerk



COUNCIL MEMBERS:
Tom Crawford, Al Fuller,
Tom Griffith, Claudia Penland
Kevin Pritchett

CITY OF ELLIJAY

Georgia's Apple Capital

March 20, 2026

Simone B Knight
Raymond G Knight
1131 Bel Aire Dr W
Pembroke Pines, Fl 33027

**RE: 98 Summit View Lane
Ellijay, Ga 30540**

Simone or Raymond Knight,

I am contacting you regarding the property at 98 Summit View Lane. As you are aware, there is no short-term rental permitted in this location, except for a conditional use bed and breakfast home. It has been brought to our attention that the house at 98 Summit View Lane is being used for short-term rental. The property is listed on the Airbnb short term rental site. This short-term rental is being operated without a business license or a short-term rental license. Since the property is being used in a manner that is not permitted under the ordinances of Ellijay (Section 60-3, 60-4), you must cease the advertising and rental of this property for short term rentals. Because you are in violation, you must immediately rectify this situation. Failure to comply, and remain in compliance, will result in additional violations, and could result in fines and/or other legal action.

Please contact me if you have any questions. Thank you for your cooperation.

Sincerely,
Andrew Mathis,
Code Enforcement Officer
City of Ellijay
706-635-4711 ext. 2
706-972-4141 cell
CodeEnforce@ellijay.com

 Outlook

STR: 98 Summit View Lane, Ellijay, GA 30540

From Mary Abernathy <mabernathy@gilmercounty-ga.gov>

Date Thu 3/26/2026 4:42 PM

To knightfamily811@gmail.com <knightfamily811@gmail.com>

Cc codeenforce@ellijay.com <codeenforce@ellijay.com>; David I. Clark (davidclark@cac-law.com) <davidclark@cac-law.com>

Simone B. and Raymond G. Knight ----- via email and USPS mail
1131 Bel Aire Dr. West
Pembroke Pines, FL 33027

Dear Mr. and Mrs. Knight:

The City of Ellijay has requested Gilmer County close the Short Term Rental Host License Account #004108 located at 98 Summit View Lane, Ellijay, GA 30540. This property is located in the City of Ellijay it is not eligible within the Gilmer County jurisdiction to be used as a short-term rental property.

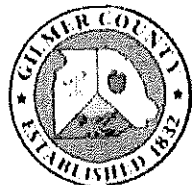
Short-term rentals in the Summit at Ellijay are not permitted by the City of Ellijay per the City of Ellijay's short-term rental ordinance. Although a STR host license was obtained through Gilmer County, that license is invalid due to Gilmer County not having jurisdiction over the Summit. The City of Ellijay has requested we close this STR Host License Account, an action which was completed today, Wednesday, March 25, 2026. We recognize the STR Host License, originally issued in June, 2025, was obtained in good faith. However, as STR Host Licenses were new in the County at that time, an error was made in issuing it within the City limits of Ellijay.

Based on Sec. 45-108. Violations/consequences.

The Short Term Rental Director is authorized to issue a warning, suspend or revoke a short-term rental host license issued under the provisions of this chapter if the short-term rental host license is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building, structure, unit or portion thereof is in violation of any ordinance, or where the operation of the short-term rental is in violation of any state law or any ordinance, or regulation or any of the provisions of this article (the "violations").

The entire Short-Term Rental Host License Ordinance can be found at www.gilmercounty-ga.gov Important Ordinances.

Mary Abernathy
Short Term Rental Director
Gilmer County, Georgia
706-635-4361





Gilmer County, GA

Short Term Rental Host License

Owner Name

Simone & Raymond Knight

Property Address

98 Summit View Lane

STR Host License Number: 004108

Expired Date: 12/31/2026

Emergency Contact Information

Emergency Contact Name: Lindsay Sanford
Emergency Contact Phone Number: 800-544-0300



Misc Payment Receipt

Ellijay, GA
197 North Main St.
Ellijay, Georgia 30540

Office: 706-635-4711

Receipt Note: STR License 25/26 - 98 Summit View Lane, Ellijay

Payment Type/Last 4 of CC: Visa-8339

Payment Method: WEB

Customer Name:	
Payor Name:	Simone Knight
Billing Address:	1131 Southwest 150th Terrace
City/State/Zip:	Pembroke Pines, FL 33027
Phone #:	954-699-7373
Email:	rsknightmanagement@gmail.com
Payment Date:	05/22/2026 3:32:40 PM
Payment Clerk:	
Confirmation #:	44849385

Thank you for your payment. You will see two transactions on your card related to your payment:

- 1) Misc billed by Ellijay, GA
- 2) Non-Refundable Service Fee billed by GovernmentWindow

Misc Amount:	\$300.00
Non-Refundable Service Fee:	\$15.00
Total Paid:	\$315.00

-- CUSTOMER COPY --

B L U E R I D G E L A W
A P R O F E S S I O N A L C O R P O R A T I O N

4805 OLD HIGHWAY 76 • BLUE RIDGE, GEORGIA 30513

Please cross-index to

Warranty Deed dated June 18, 2020 from The Summit at Ellijay, Inc. to The Ridge at Ellijay, LLC, recorded June 18, 2020 in Deed Book 2261, Pages 87-88, Gilmer County Deed records.

Quitclaim Deed dated June 18, 2020 from The Summit at Ellijay, Inc. to The Ridge at Ellijay, LLC, recorded June 18, 2020 in Deed Book 2261, Pages 89-90, Gilmer County Deed records.

RETURN RECORDED DOCUMENT TO:	(Recording Information)
Blue Ridge Law	
152 Orvin Lance Drive	
Blue Ridge, GA 30513	
File # Summit at Ellijay Reserve	11 th District, 2 nd Section
	Land Lot 100
STATE OF GEORGIA	
COUNTY OF FANNIN	

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SUMMIT AT ELLIJAY RESERVE

DECLARATION OF HOMEOWNERS' ASSOCIATION FOR SUMMIT AT ELLIJAY RESERVE

ROAD EASEMENT, SIGNAGE EASEMENT AND UTILITY EASEMENT AND EROSION CONTROL EASEMENT FOR SUMMIT AT ELLIJAY RESERVE

EROSION AND SEDIMENTATION AGREEMENT/HOLD HARMLESS/INDEMNIFICATION

WATER AND SEWER MAINTENANCE AND EASEMENT AGREEMENT FOR SUMMIT AT ELLIJAY RESERVE

CONTROLLED ACCESS PROVISIONS FOR SUMMIT AT ELLIJAY RESERVE

This DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SUMMIT AT ELLIJAY RESERVE, DECLARATION OF HOMEOWNERS' ASSOCIATION FOR SUMMIT AT ELLIJAY RESERVE, ROAD EASEMENT AND UTILITY EASEMENT AND EROSION CONTROL EASEMENT FOR SUMMIT AT ELLIJAY RESERVE, EROSION AND SEDIMENTATION AGREEMENT / HOLD HARMLESS/INDEMNIFICATION, WATER AND SEWER MAINTENANCE AND EASEMENT AGREEMENT FOR SUMMIT AT ELLIJAY RESERVE and CONTROLLED ACCESS PROVISIONS FOR SUMMIT AT ELLIJAY RESERVE is made this ____ day of _____, 20____ by the undersigned The Ridge at Ellijay, LLC, by and through its Authorized Agent Kendall Sanborn (hereafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all that tract or parcel of land being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being further described as follows:

G W I L L I A M L I T T L E . I I I
B L U E R I D G E L A W
A P R O F F E S S I O N A L C O R P O R A T I O N

4805 OLD HIGHWAY 76 • BLUE RIDGE, GEORGIA 30513

All that tract or parcel of land lying and being in Land Lot 100 of the 11th District, 2nd Section of Gilmer County, Georgia, consisting of 65.15 acres, more or less, as shown on plat of survey for David J. Pierce and Jessie J. Pierce, dated April 12, 2006, prepared by Thomas M. Ginn, Sr., #1549, as recorded in Plat Book 47, Page 40, Gilmer County Deed records. Said recorded plat of survey is incorporated herein by reference thereto for a more complete and accurate metes and bounds description of the above-described property.

LESS AND EXCEPT:

All that tract or parcel of land lying in Land Lot 100 of the 11th District, 2nd Section of Gilmer County, Georgia, and designated as Lots 1-27 and all common areas of The Summit at Ellijay, as shown on plat of survey for The Summit at Ellijay. Said plat, dated August 28, 2007, prepared by Thomas M. Ginn, Sr., GRLS#1549, is recorded in Plat Book 50, Pages 266-271, Gilmer County Deed records. Said recorded plat of survey is incorporated herein by reference thereto for a more complete and accurate metes and bounds description of the above-described property.

Being and intended to be all that property conveyed by Warranty Deed dated June 18, 2020 from The Summit at Ellijay, Inc. to The Ridge at Ellijay, LLC, recorded June 18, 2020 in Deed Book 2261, Pages 87-88, Gilmer County Deed records.

And additionally, interests acquired in that certain Quitclaim Deed dated June 18, 2020 from The Summit at Ellijay, Inc. to The Ridge at Ellijay, LLC, recorded June 18, 2020 in Deed Book 2261, Pages 89-90, Gilmer County Deed records.

WHEREAS, Declarant desires to enhance the value and provide for the uniform development of the Subdivision;

NOW, THEREFORE, the Declarant hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following additional covenants, restrictions and easements, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring and right, title or interest therein or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined), his heirs, successors, and assigns.

**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR SUMMIT AT ELLIJAY RESERVE**

1. The exterior of all structures to be constructed on any of said lots shall be completed within one (1) year from date that construction begins. Outside landscaping must also be completed within the one (1) year time period, completed landscaping meaning that all areas are covered with natural growth, grass, sod, shrubs, trees and/or mulch. No bare dirt shall be exposed except during construction. All construction and other improvements shall be performed in strict compliance with state and local laws, regulations, codes, and ordinances, including without limitation all such rules, which apply to erosion and sedimentation. No person shall occupy a dwelling, with or without an occupancy certificate, prior to substantial completion of both the interior and exterior. No construction trailers shall be permitted within the subdivision. Any damage or disturbance to a road in the subdivision in connection with construction or other activity on a lot shall be the responsibility of the owner of such lot. Such owner shall at a minimum, restore the road as nearly as practicable, to its former condition, at such owner's sole expense. No silt or other drainage arising directly or indirectly from construction shall be permitted on any road or upon the lot of another owner. All stumps and other debris of clearing, excavation, or construction shall be promptly removed from the lot and properly disposed of. Any violation of any land disturbance ordinance or law, or other land use regulation, shall be a violation hereof.
2. No dwelling shall contain less than 1,450 total square feet of heated living area (not counting any footage in the basement of the home), exclusive of garages, covered walks, open and/or screened porches, patios, terraces, pool areas or other similar areas. No structure may exceed two stories above-grade. All exterior surfaces shall be covered in a fashion to blend with the natural environment of the submitted property, including but not limited to stone combinations, wood or log (log siding is permissible (but no T-111). Cedar shake and board and batton are specifically allowed, but all in earth tones. In general, only wood siding or wood products are allowed, but "hardie-style" products shall be allowed (but painted with earth-tone colors). Roofing materials must be factory painted metal (colored roofs are allowed if approved by

G W I L L I A M L I T T L E . I I I

B L U E R I D G E L A W
A P R O F E S S I O N A L C O R P O R A T I O N

4805 OLD HIGHWAY 76 • BLUE RIDGE, GEORGIA 30513

the Architectural Review Board ("ARB"), with Green (forest), Grey, Brown and Black generally being pre-approved as roof colors)), slate, cedar shakes, or architectural shingles. No vinyl siding may be used. The roof pitch must be at least 3/12. All exterior foundation materials shall be "rocked" or "stucco" in a manner to be consistent with the remainder of the dwelling.

Design and materials shall be submitted for approval to the Architectural Review Board before any construction activities may take place. No building or structure shall be erected, placed or altered on any Lot until the construction plans and specifications and plans showing location of the structure have been approved by the Architectural Review Board as to, among other matters, quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

3. Sewerage Disposal. No individual sewerage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from the appropriate governmental authorities. No outside toilets, except those used during the period of home construction, shall be allowed on any lot.
4. Building Location. No building shall be located on any Lot nearer to the front line of the Lot or nearer to the side or rear lines than the minimum building set-back lines shown on the Plat. Buildings must also comply with the minimum setback requirements set forth by the Architectural Review Board for Summit at Ellijay Reserve Subdivision. For the purposes of this covenant, eaves, steps, carports and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot, nor to violate applicable building codes or permits with regard to setback requirements.
5. No mobile, modular, prefab, or manufactured home or homes constructed in whole or in part off of any Lot will be allowed on any Lot. Prefabricated outbuildings may be allowed on a lot, but shall require review and, if approved, written approval from the ARB prior to installation of same. No structure of a temporary nature shall be used as a residence either temporarily or permanently (including but not limited to trailers (including but not limited to construction trailers), basements, tents, shacks, garages, or barns). The owner of a lot may erect an attached garage or outbuilding if the structure is fashioned in appearance and likeness to the design of the main residence. Any garage or outbuilding will be enclosed completely. No underground or octagon houses shall be allowed on any lot.

The owner of a lot exceeding three acres in size and on which a single family dwelling has already been erected may erect an additional detached structure for use as a "guest house" if such structure contains not less than 800 square feet of heated living space and is no greater than two (2) stories in height.

6. No inoperative cars, motorcycles, trucks, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, that this provision shall not apply to any such vehicle being kept in an enclosed garage (for which approval from the ARB has been obtained in advance of construction). There shall be no major repair performed on any motor vehicle on or adjacent to any Lots in the subdivision. All vehicles shall have current license plates.
7. Boats, Trailers and Commercial Vehicles - No boat, travel trailer, motor home, truck (excluding pickup trucks), tractor trailer, camper, tent, or other similar vehicle shall be placed on the property at any time unless they are housed in a completely enclosed garage (for which approval from the ARB has been obtained in advance of construction). No industrial, commercial or farm equipment or vehicles, including without limitation dump trucks, moving vans, step vans, buses and lowboy trailers, shall be allowed to park or remain on the Property, except for so long as necessary for use in connection with ongoing construction and not to exceed eight (8) hours.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept indoors provided that they are not kept, bred, or maintained for any commercial purposes and the total number of all pets shall not exceed three (3). Such household pets must not constitute a nuisance or cause unsanitary conditions. Any potentially vicious breeds of dogs are specifically excluded, and may not be raised, bred or kept on any lot without specific written permission for the Board of Directors of the HOA. Any animals must be under the control of the owner at all times. Pets must be leashed when off of owner's Lot, and pet refuse must be cleaned up and removed by the pet's owner. Excessive barking or noise from pet(s) must be abated.
9. Except during the construction of permanent improvements thereon, no Owner shall excavate or extract earth from any lot for any business or commercial purpose or otherwise. No elevation changes shall be

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permitted which materially affect surface grade of surrounding lots unless approved by the Architectural Review Board.

10. Driveways, landscaping and the general appearance of an owner's lot shall be maintained in good order. To prevent mud and other debris from being tracked onto the street, a construction drive must be installed prior to beginning construction on the foundation and maintained until the permanent drive is completed. All permanent drives must be surfaced in a fashion to minimize impact on subdivision roads at the point of intersection with same and must be completed within sixty (60) days after exterior construction is completed. If the owner shall default under his obligations as detailed in this item, the Declarant (or the ARB) may provide for the completion thereof and may enforce the same by suit or filing of a mechanics/materialsman lien against the lot. In the event that such action to enforce is necessary, then the Declarant or ARB may include reasonable fees of attorneys incurred by reason of such default in any such claim.
11. No fence, wall, hedge or shrub planting which obstructs sight lines to roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines as extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
12. Garbage and trash - No trash, garbage, or other waste material or refuse shall be placed or stored on any Lot except in covered sanitary containers. All such sanitary containers must be stored in each home, or within an enclosure designed therefore, must be kept in a clean and sanitary condition and must be no closer than twenty-five feet (25') from any Lot line. No Lot shall be used or maintained as a dumping ground for rubbish. Trash cans/containers may only be curbed for pickup not earlier than 6 p.m. preceding the day of pickup, and must be removed from curb not later than 9 p.m. on the day of pickup.
13. Homeowners shall be responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a home site. In this regard, homeowner shall be responsible for ensuring:
 - a. That the construction site is kept clean and free of debris and waste material.
 - b. That stockpiles of unused materials are kept in a neat and orderly fashion.
 - c. That a freestanding, enclosed toilet (Port-a-Pot) be installed on the lot prior to beginning construction of the primary residence and removed as soon as residence is completed.
 - d. That no lot clearing debris or waste material is disposed of by burning or burying on any lot (Exception: Developer may clear and burn as needed to improve the appearance of the subdivision.)

Any damage to subdivision roads or other common property during construction of any structure shall be the responsibility of the homeowner.
14. All Lots shall be used for residential purposes only and no business or business activity shall be carried on upon any Lot at any time, with the exception that rentals of homes in the submitted property shall be allowed for a period of not less than 48 consecutive hours. For any rentals made, there shall be an adult over the age of (25) onsite at all times that there is a person or persons less than (25) years of age onsite. The owner of the property shall remain responsible for conduct of guests and their compliance with these covenants and the owner must provide a 24/7 contact name, address, number and email address to the HOA of a person with decision-making authority for rental related issues/matters, this person to be deemed agent of the owner and to receive service of all legal matters. There shall also be an exception for home-based businesses involving no retail traffic or storage of inventory or equipment.
15. No utility trailer, junk nor household appliances shall be kept, stored or repaired in plain view on any lot, except that such may be kept, stored, or repaired in an enclosed building so as not to be subjected to view by lot owners or from subdivision roads.
16. Satellite Dishes / Antennas – Satellite dishes twenty four (24") inches or less in diameter are permitted, but no satellite dish greater than twenty four (24") shall be allowed. No external antennas shall be permitted on any lot without the written consent of the ARB. No antenna or satellite dish may be visible from any subdivision street without express written permission of the ARB. In no event shall any antenna be installed or used for the purpose of transmitting electronic signals.

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17. Outdoor lighting - All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.
18. Clotheslines - No garments, laundry, rugs or other articles may be aired or dried on any Lot.
19. Any personal recreational vehicles, motorcycles, ATVs or golf carts shall be used in a controlled and courteous fashion, shall not be driven at speeds in excess of 15 miles per hour, shall only be operated to go directly to or from the entry point to the subdivision or a community area TO the owner's home, and, in general, must be operated in a fashion such that they are not a nuisance to the comfort, convenience and peaceful enjoyment of other property owners. All such vehicles shall be housed in a fully enclosed building.
20. Construction – construction on any lot shall only be permitted during the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday. Construction shall be prohibited on Sunday.
21. No structure shall draw power from a temporary pole except as necessary for the construction of a permanent home. Power shall be hooked up permanently, and all power must be run underground.
22. No barbwire or chain link fencing shall be allowed. Fences made of wood or stone may be permitted, subject to Architectural Review Board approval, as long as they are done in earth tones and compliment the main residence. Fences shall be no higher than four (4) feet unless approved in advance by the Architectural Review Board. The only exception is the installation of a privacy fence around an in-ground pool (although the design for said fence is still subject to ARB approval).
23. Playground equipment and/or children's toys shall be located behind the dwelling.
24. No lot owner may remove any tree growth larger than 3" in diameter three (3) feet above surface level; with the exception that clear cutting shall be permitted for purposes of construction of a permanent dwelling house to an area not to exceed fifteen (15) feet out (in all directions) from the foundation of the structure, plus any attached decking. Only the Architectural Review Board may exceed these dimensions or vary the requirements of this item, with a fine of \$1,000.00 to the Property Owner's Association for EACH tree cut in excess of these dimensions without ARB approval.

Any plans for "view cutting" must be submitted in advance to the ARB and approved in writing. No "tree-topping" shall be permitted without ARB approval. Trees that were previously topped or trimmed may continue to be topped or trimmed to maintain the view in existence at the time of the purchase of a lot, whether the trees are on the lot of the purchaser or on adjacent lot(s), but it shall be the sole responsibility of the purchaser to substantiate the prior tree-topping / trimming (photographic evidence, at a minimum, shall be required as part of the substantiation).

Any tree topping or trimming on lands of another owner shall be with the provision that the owner of the lot for whom tree topping / trimming is being made shall hold harmless and indemnify the owner of the property on which the trees being cut are located for any and all claims and damages, including reasonable attorneys fees, as well as for all expenses necessary to remove any remaining tree debris or damages to the lands of the owner of the property.
25. No lot shall be used in whole or in part for any illegal activity. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, or the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing or material shall be kept on any lot that will emit foul or obnoxious odors or that shall cause noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.
26. All fuel storage tanks (including propane tanks), outdoor pools (which are subject to the Architectural Review Board's review and only by approval of same), utility lines (including electrical, telephone, gas, water and cable television) or any wire or pipe shall be installed and maintained underground.
27. Mail receptacles must be constructed with similar material as used on the exterior of the main residence.
28. Declarant herein grants, to all owners of the above-referenced lots, all necessary easements for installation and maintenance of all current and future utilities, with said installations contemplated (but not limited) to be within an area adjacent to the road system. Only Declarant, his heirs and assigns shall be empowered to ever grant utility easements to properties not included in the "submitted property" as described above.

All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconveniences caused there by the developer or any of their agents or servants are hereby waived by lot owners.

29. No portion of the above-described "submitted property" may be used to provide access to any property and/or utility systems not a part of the "submitted property" without express written authorization by the Declarant, this authority to remain within the authority of the Declarant notwithstanding expiration of Declarant's Class B membership interests (as detailed in Section 2: Voting Rights B. Class B).
30. No sign of any kind shall be displayed to the public view on any lot except such signs as comply with the provisions hereof. Builders may display such signs as are normally utilized to advertise the property during the construction and sales period. After an Owner closes his purchase on any lot in the subdivision, the only signs permitted on his lot will be: (a) a professionally prepared sign for identification purposes (not more than one square foot in area); and (b) a single sign to sell said lot of a type used by Brokers in the area, with the usual wording, such sign to be no more than four square feet in size. In the event any such sign is unsatisfactory, the sign will be removed. These limitations shall apply to signs of all types, including banners, signs on cloth, paper, cardboard or other materials.
31. No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision neighborhood.
32. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
33. There shall be no discharge of firearms at any time on the submitted property.
34. No parcel, or its configuration, as originally sold and conveyed by Declarant a/k/a Developer, shall be thereafter altered in size or configuration, or subdivided, by any parcel owner or his successors and assigns, provided that, Declarant a/k/a Developer reserves the unconditional right to alter the size or configuration, subdivide, or create new parcels, and/or to replat any unsold parcel, prior to its original sale and transfer to a parcel owner, and in such case any such altered or newly created parcels shall be subject to these covenants.
35. No burning (than by the Developer/Declarant) shall be allowed on any lot other than during construction unless said burning is full contained in permanent fire pit ("permanent" as defined by the HOA Board) or fireplace of sufficient quality and size to fully contain the fire (but at a minimum shall be constructed of concrete, stone, or metal with a minimum 16 inches height, placed upon a bare earth or stone surface, and well away from grass and all flammable materials). Owners shall be responsible for all damages of any type or nature related to fires started by the Owners and/or their guests, agents, invitees and all others invited to or allowed on the property by the Owners. The following rules, plus others as promulgated by the HOA Board, shall apply:
 - a. No fire may exceed 3 feet in diameter.
 - b. Fuel must be either charcoal, firewood, or pressure regulated L.P.G. Under no circumstances shall treated, painted, or processed lumber be burned.
 - c. All firepit fires must remain 25 feet away from any structure and all combustible materials.
 - d. All outdoor burning must cease when wind conditions exceed 7 MPH.
 - e. Fires must be attended at all times. Minimum age for the responsible party is 25 years old.
 - f. Fires must be fully extinguished, wet, and cold to the touch when departing the lot.
36. Kendall Chris Construction Corporation is the sole builder for Summit at Ellijay Reserve.

DECLARATION OF HOMEOWNERS' ASSOCIATION FOR SUMMIT AT ELLIJAY RESERVE

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

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- (a) "Homeowners' Association" or "Association" shall mean and refer to Summit at Ellijay Reserve Property Owners' Association, Inc., a non-profit corporation formed under the laws of the State of Georgia, said non-profit corporation to be formed by "Developer".
- (b) "Properties" shall mean and refer to all such properties delineated as SUMMIT AT ELLIJAY RESERVE.
- (c) "Common Properties" shall mean and refer to the portions of the Properties described as "common area(s)," "common drive(s)," or as "street(s)," "road(s)," "walkway(s)," "pathway(s)," "pond access," "dock(s)," "parking area(s)," "utility service area(s)," "park(s)," and shall include, but not be limited to, all parts of the Properties conveyed by the Developer to the Homeowners' Association.
- (d) "Unit" or "Lot" shall mean and refer to any Lot shown on a plat of all, or part, of SUMMIT AT ELLIJAY RESERVE as now or hereafter recorded on the public records of Gilmer County, Georgia.
- (e) "Developer" (a/k/a "Declarant") shall mean and refer to The Ridge at Ellijay, LLC, their successors and assigns, by and through its Authorized Agent, Kendall Sanborn and by and through its General Manager, Fernedy Edith Sanborn.
- (f) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties or any portion of the Properties, including the Developer with respect to any unsold Lot, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (g) "Member" shall mean and refer to all those Owners who are members of the Homeowners' Association as provided below.

Section 1: Membership and Voting Rights in the Association

Every person or entity who is a record Owner of a fee or undivided fee interest in any unit or Lot shall be a Member of the Homeowners' Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. If two or more Lots (or portions thereof) are combined so as to serve as a residence Lot for one residence, said combined Lots shall be treated as one Lot for membership purposes. Developer shall not be required to pay dues or assessments on unsold Lots.

Such membership shall terminate and pass with conveyance or transfer of title to such Lot, and upon the terms and conditions set forth herein below.

Section 2: Voting Rights

The Homeowners' Association shall have two classes of voting membership:

- A. Class A: Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote per Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.
- B. Class B: The Class B Members shall be the Developer.

The Class B membership shall cease and become converted to Class A membership and entitled to vote as such on the happening of any of the following events, whichever occurs earlier:

1. Upon the sale of all lots owned by Developer/Declarant The Ridge at Ellijay, LLC or Kendall Sanborn or Fernedy Edith Sanborn.
2. At the expiration of twenty (20) years after the date of recording of this Declaration.
3. The Developer/Declarant The Ridge at Ellijay, LLC voluntarily relinquish their Class B membership.

Until the happening of one of these events, the Homeowners' Association and Architectural Review Board "ARB" shall be exclusively controlled by the Class B Members. From and after the happening of these

events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1.

Anything in this Declaration, the Homeowners Association Articles of Incorporation or By-laws to the contrary notwithstanding, for as long as Developer is the Owner of any Lots developed or intended to be developed within the properties, no vote, decision, or action which requires the approval or a vote of a majority or more of the Members of the Homeowners' Association voting on said matter, irrespective of class, shall be effective or implemented until Developer has approved of or consented to same in writing directed to the Board of Directors of the Homeowners' Association.

Section 3: Declaration Superiority

Neither the Articles of Incorporation nor the by-laws shall, for any reason, be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail.

Section 4: Duties of the Association

The Homeowners' Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions (subject to the provisions of this Declaration), to do and perform each and every one of the following for the benefit of the Owners and for the maintenance, administration and improvement of the Properties:

- a. Lands All real estate encompassed in the above legal description is subject to the membership requirements set forth herein and in the by-laws.
 - b. Enforcement To take such action, whether or not expressly authorized herein or in any governing instrument, as may be reasonably necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions and other provisions of this Declaration, and of the Articles of Incorporation and by-laws.
 - c. Operation and Maintenance of Common Property To own, operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Property, together with all easements for operation and maintenance purposes and for the benefit of the Homeowners' Association or its Members over and within the Common Properties; to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, condition and repair; and to maintain any parking areas and streets free and clear from obstructions and in a safe condition for vehicular use at all times.
- The Homeowners' Association shall maintain and repair the road system and all signage within the subdivision (as well as other signage related to the subdivision but located on other lands).
- d. Water and other Utilities Acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephone and gas, cable television, and any other necessary utility services for the Common Properties.
 - e. Taxes and Assessments To pay all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Homeowners' Association and/or any property owned by the Homeowners' Association. Such taxes and assessments may be contested or compromised by the Homeowners' Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.
 - f. Dedication for Public Use To promptly dedicate such streets, roads and drives and such water, sewer, or other utility lines or facilities and appropriate easements as may be specified by Developer or the Homeowners' Association to such municipalities, utility companies, political subdivisions, public authorities, or similar agencies or bodies as may be designated by Developer or the Homeowners' Association.

- g. Insurance To obtain and maintain insurance as provided for by the by-laws or this Declaration.
- h. Rule Making To make, establish, promulgate, amend or repeal any rules and regulations as may be deemed necessary by the Homeowners' Association.
- i. Enforcement of Restrictions and Rules To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or

effectuate any of the provisions of this declaration and the rules and regulations of the Homeowners' Association.

Section 5: Powers and Authority of the Homeowners' Association

The Homeowners' Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the by-laws, or this Declaration. The Homeowners' Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Homeowners' Association under this Declaration, the Articles of Incorporation and the by-laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Homeowners Association including the following which are listed without intent to limit the foregoing articulation:

- a. Assessments To levy assessments on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.
- b. Right of Enforcement In its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any provision of this Declaration and the rules and regulations promulgated by the Homeowners' Association, and to enforce, by mandatory injunction or otherwise, all of the provisions thereof.
- c. Easements and Rights-of-Way To grant and convey to any third party easements and rights-of-way in, on, over, and under the Common Properties and any private streets located thereon for the purposes of constructing, erecting, operating or maintaining thereon, therein, or thereunder, (1) overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity and for lighting, heating, power, telephone, community television, radio and audio and antenna facilities and for other appropriate purposes; (2) public sewers, storm water drains and pipes, water systems, sprinkler systems, water, heating and gas lines or pipes; and (3) any similar public or quasi-public improvements or facilities.
- d. Right of Entry Without liability to any Owner, to cause its agents, independent contractors and employees, after notice, to enter upon any Lot or the exterior of any residence for the purpose of enforcing any and all of the provisions of this Declaration, for the purpose of maintain and repairing such Lot or residence if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance as required by the Restrictive Covenants below.
- e. Maintenance and Repair Contracts To contract and pay for, or otherwise provide for, the maintenance, restoration, and repair of all improvements of whatsoever kind and for whatsoever purpose from time to time located upon or within the Common Properties, including the road system and water system.
- f. Insurance To obtain, maintain and pay for such insurance policies or bonds, whether or not required by provision of this Declaration or the by-laws, as the Homeowners' Association may deem to be appropriate for the protection or benefit of the Homeowners' Association, the Members of the Board, Owners, their tenants or guests, including but not by way of limitation, fire and extended coverage insurance covering the Common Properties, liability insurance, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds.
- g. Utility Service To contract and pay for, or otherwise apply for, any necessary utility services including, but without limitation, water, sewer, garbage, electrical, telephone, cable television and gas services for the benefit of the Homeowners' Association.
- h. Professional Services To contract and pay for, or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountants, and such other professional and non-professional services as the Homeowners' Association deems necessary.
- i. Street Maintenance To contract and pay for, or otherwise provide for, the construction, reconstruction, repair, replacement, or refinishing of any streets, roads, drives, parking areas, or other paved areas upon any portion of the Common Properties not dedicated to any governmental unit.

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j. Protective Services To contract and pay for or otherwise provide for fire, security, and other such protective services as the Homeowners' Association shall from time to time deem appropriate or the benefit of the development, the Owners, their tenants and guests.

k. General Contracts To contract and pay for, or otherwise provide such materials, supplies, furniture, equipment, and labor as and to the extent the Homeowners' Association deems necessary.

m. Liens To pay and to discharge any and all liens from time to time placed or imposed upon any Common Property on account of any work done or performed by or on behalf of the Homeowners' Association in the fulfillment of any of its obligations and duties of ownership, maintenance, repair, operation or administration.

Section 6: Property Rights in Common Properties

A. Members' Easements of Enjoyment: Every member shall have a nonexclusive right, license, privilege, and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. In addition, the Developer does hereby grant unto the Owners of each Lot in the properties a nonexclusive easement in perpetuity for ingress and egress over and across the streets, roads and walks in the Common Properties for all lawful purposes.

B. Title to Common Properties: The Developer shall convey to the Homeowners' Association legal title to the Common Properties, subject, however, to the following covenant which shall be deemed to run with the land and shall be binding upon the Homeowners' Association, its successors and assigns:

In order to preserve and enhance the property values and amenities of the development, the Common Properties and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Properties shall include, but not be limited to, the repair of damage to roadways, walkways, docks, outdoor lighting, fences, and landscape maintenance.

C. Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Homeowners' Association, in accordance with its Articles and by-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.
- b. The right of the Homeowners' Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure.
- c. The right of the Homeowners' Association, as provided in its Articles and by-laws, to suspend the enjoyment right of any Member, except as to ingress and egress to and from such Member's Lot, for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- d. The right of the Homeowners' Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, cable television, telephone, electricity, gas and other utilities, and for completion of the development. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.
- e. The right of the holder of a mortgage encumbering the Common Properties, upon foreclosure or proceeding in lieu of foreclosure, to enter upon and take possession of the Common Properties, for the purpose of operating, administering and maintaining said Common Properties for the use and benefit of all Owners of Lots within the Properties, subject to the terms, conditions and provisions of this Declaration.

D. Easement Reserved Unto Developer Over Submitted Property and Grant of Easement for Ingress and Egress to Owners: The Developer hereby reserves unto himself, his successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across all property, including but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, and other suitable equipment

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for the conveyance and use of electricity, telephone equipment, gas, cable, television, sewer, water or other public conveniences or subdivision utilities; (2) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells, pumping stations and a water system; (4) the right and easement of ingress and egress for purposes of development and construction, including the rights to construct a road system through the submitted property to provide for orderly development of the project, location of said road system to be in its sole judgment and discretion; (5) the right to top or trim trees as necessary to enhance views and to grant easements for tree-topping/trimming privileges; and (6) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of SUMMIT AT ELLIJAY RESERVE; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility, development, or service. Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable, television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads within the Submitted Property. Finally, the developer reserves the right to establish and continue to use any sales offices, signs, or parking spaces located on the Submitted Property in its effort to market the development. The easements and rights-of-way herein reserved shall continue in existence in favor of the Developer until such time as such rights are specifically and expressly relinquished by Developer by reference to this provision. This paragraph may not be amended without the consent of the Developer.

Declarant herein grants to all future owners of any portion of the submitted property, their heirs and assigns (and reserves for itself, its heirs and assignments) easement for ingress and egress over and across all roads constructed by the Declarant serving the above-described property. These easements shall not be mere licenses, but shall inure to the benefit of the future owners, their heirs and assigns, as well as the Declarant, its heirs and assigns.

Section 7: Covenant for Maintenance Assessments

A. Personal Obligation of Assessments: Claim of Lien: Each owner of any Lot (with the exception of the Developer, the Developer being subject to no assessments of any type during its ownership of lots) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowners' Association: (1) Annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and costs of collection including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for such delinquent assessments shall also pass to his successors in title, provided the Homeowners' Association has caused a claim of lien to be recorded in the Public Records of Gilmer County giving notice to all persons that the Homeowners' Association is asserting a claim of lien upon the Lot prior to the conveyance of title to the Lot. Said claim of lien shall state the description of the residence, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by an officer of the Homeowners' Association or by a managing agent of the Homeowners' Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Homeowners' Association in like manner as a foreclosure of a mortgage on real property. In such foreclosure, the Owner of a residence shall be required to pay a reasonable rental for the residence and the Homeowners' Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same.

B. Purpose of assessments: The assessments levied by the Homeowners' Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the Lots situated upon the Properties, including but not limited to:

1. Payment of operating expenses of said Homeowners' Association;
2. Lighting, improvement, maintenance and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and cost of controlling and regulating traffic on the access ways, which are the responsibility of the Homeowners' Association;
3. Maintenance, improvement, and operation of drainage easements and systems;

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4. Management, maintenance, improvement and beautification of streets (the Homeowners' Association shall have sole control over and responsibility for road maintenance throughout the subdivision and specific to the road system as originally designated on Developer's subdivision plat of survey referred to above), lakes, ponds, buffer strips, and recreation areas and facilities;
5. Garbage collection and trash and rubbish removal; but only when and to the extent specifically authorized by said Homeowners' Association;
6. Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by said Homeowners' Association;
7. Doing any other thing necessary or desirable, in the judgment of said Homeowners' Association, to keep the community neat and attractive or to preserve or enhance the value of the Properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of said Homeowners' Association, may be of general benefit to the Owners or occupants of lands included in the Properties.

C. Annual Assessments

Beginning January 1, 2020, the annual assessment shall be \$1200.00 per Lot, payable on the first day of each year. The assessment shall be "per lot owned". This annual assessment shall be prorated in the year of initial purchase. The annual assessment shall be paid directly to the Homeowners' Association, or, in the event the Association is not yet activated, to the Developer to be held in accordance with the above provisions.

D. Increase of Assessments The Board of Directors of the Homeowners' Association shall annually, and on the 1st of each year, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment in advance for each year. Any new annual assessment exceeding one hundred ten percent (110%) of the assessment for the previous year shall have the approval of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the meeting and which notice shall set forth the purpose of the meeting.

E. Special Assessments for Capital Improvements In addition to the annual assessments authorized by the above section, the Homeowners' Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties and/or road system, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.

F. Quorum and Notice for any action as set forth in "Increase of Assessments" and "Special Assessments for Capital Improvements" Written notice of any meeting called for the purpose of taking any action authorized in this Section shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members in person or by proxy entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

G. Uniform rate of assessment Both annual and special assessments must be fixed at a uniform rate for all Lots, and shall be collected on an annual basis (by January 10th of each year).

H. Certificate of Payment The Homeowners' Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing and in recordable form, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Nonpayment of Assessment; Personal Obligation; the Lien; Remedies of the Association If the assessments are not paid on or before fifteen (15) days after the date when due, then such assessment shall become delinquent and shall, together with Interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If the Annual assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Homeowners' Association may bring an action of law against the Owner personally obligated to pay the same, or to

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foreclose the lien against the property, in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment interest as provided herein together with the costs of the action and collection of the assessment, including a reasonable attorney's fee and costs and fees on appeal. Reasonable attorney's fees and costs of collection shall be recoverable whether or not suit be brought. If the Homeowners' Association files a claim of lien on the public records of Gilmer County, against any Lot, a seventy-five dollar (\$75.00) lien fee may be charged and shall be added to the unpaid assessment and secured by the lien hereby created.

Section 8: Architectural Control

A. Subdivision Architectural Control No building, wall, residence, garage, or any other structural improvement, or change or alteration to the exterior of existing structures or improvements, or in the landscaping (except landscaping located in a concealed and fenced courtyard or privacy area adjacent to a residence) shall be placed, commenced, erected, or maintained, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, size, design, shape, finished grade elevation, height, materials, color and locations of the same shall have been submitted, together with a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Homeowners' Association or their appointees acting as an Architectural Review Board, sometimes herein referred to as the ARB. The provisions of this Section shall not apply to the Developer. So long as the Developer shall hold for sale in the ordinary course of business a Lot or residence in the properties, Developer shall serve as the sole member of the ARB.

After sale of Developer's last Lot or residence in the properties, the ARB shall consist of five members (or 67% of the property owners, whichever is less), each being an Owner of a Lot in SUMMIT AT ELLIJAY RESERVE. Approvals or disapprovals shall be by a majority vote of ARB members present, all members of the ARB having had (30) days written notice of a meeting to consider submitted plans and issues.

1. Duties and Powers of the ARB The ARB shall have the following duties and powers:

- a. To promulgate from time to time residential planning criteria for the properties at the discretion of the ARB. Said planning criteria shall be set forth in writing and made available to all members and to all prospective members of the Homeowners' Association. Any planning criteria promulgated by the ARB shall be subject to final approval by the Board. Said planning criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration; and
- b. To approve all buildings, fences, walls, pools, or other structures which shall be commenced, erected or maintained upon the Properties and to approve any exterior additions to, or changes or alterations therein, as herein provided, and to approve building plans and specifications and Lot grading and landscaping plans. The conclusion and opinion of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the development plan formulated by the Developer or the planning criteria for SUMMIT AT ELLIJAY RESERVE or lands contiguous thereto, such alteration or improvement shall not be made.

2. Approval or disapproval Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The ARB approval or disapproval, as required by this Declaration, shall be in writing and set forth on one copy of the plans, etc. to be returned to the Owner. The remaining copy shall become the property of the ARB. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or, in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with. Developer, the ARB, any agent or architect thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised, or accrued in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

3. Developer approval Notwithstanding any provision otherwise, for so long as the Developer owns any subdivision lot, the Developer reserves the right to approve all contractors or builders constructing residences in the subdivision; said approval not to be unreasonably withheld by Developer. The work approved must be substantially in accordance with the plans, specifications, and Lot plans, as submitted and approved.

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B. Enforcement of Planning Criteria The Developer and the Homeowners' Association shall have the right to enforce the provisions hereof and the planning criteria. Should any Owner fail to comply with the requirements hereof, or of the planning criteria after thirty (30) days' written notice, the Developer and the Homeowners' Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the planning criteria and charge the cost thereof to the Owner. Should the Developer or the Homeowners' Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal from judicial proceedings, shall be collectible from the Owner. The Developer and the Homeowners' Association, or their agents or employees shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner unless caused by negligence.

C. Exemption for Developer Any provision of this Declaration to the contrary notwithstanding, for so long as Developer, its successors or assigns, shall hold for sale in the ordinary course of business a Lot or residence in the properties, developer shall be exempt from the requirements of this Section with respect to approval by the ARB of plans and specifications for construction or alteration of any structure or improvement.

Section 9: Exterior Maintenance

A. Exterior Maintenance In addition to maintenance upon the Common Properties and rights of way, the Homeowners' Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any improved Lot or the exterior of any residence situated thereon; subject, however, to the following provisions. Prior to performing any maintenance on a Lot or exterior of a residence located thereon, the Board of Directors of the Community Association shall determine that said property is need of repair or maintenance and is detracting from the overall appearance of the development. Prior to commencement of any maintenance work on a Lot or residence, the Homeowners' Association must furnish thirty (30) days' prior written notice to the Owner at the last address listed in the Homeowners' Association's record for said Owner notifying the Owner that, unless certain specified repairs or maintenance are made within said thirty (30) day period, the Homeowners' Association shall procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Homeowners' Association shall have the right to enter in or upon any such Lot, or to hire personnel to do so, to make such necessary repairs or maintenance as is specified in the written notice. In this connection, the Homeowners' Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trim and care for trees, shrubs, grass, walks, and other landscaping improvements, as well as general Lot cleanup, and removal of debris which, in the opinion of the Homeowners' Association, detracts from the overall beauty and setting of the property.

B. Assessment of Cost The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done immediately upon completion and shall be a lien upon the Lot and a personal obligation of the Owner and shall become due and collectible, along with costs of collection and attorney's fees, in the same manner as delinquent assessments above.

C. Access at Reasonable Hours For the purpose solely of performing the maintenance authorized by this Article, the Homeowners' Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any residence at reasonable hours on any day except Sundays and holidays (except that in an emergency situation, as determined by the Homeowners' Association, such notice need not be given and entry may be made on any day).

D. Insurance The Board of Directors may maintain public liability insurance, to the extent obtainable, covering the Homeowners' Association and each Homeowners' Association member, lessee and occupant and the managing agent, if any, against liability for any negligent act or commission of omission attributable to them which occurs on, in, or with respect to the Common Properties or functions of the Homeowners' Association, including those functions of the ARB. All insurance premiums for such coverage shall be paid for by the Homeowners' Association.

**ROAD MAINTENANCE/IMPROVEMENT ASSESSMENTS FOR
SUMMIT AT ELLIJAY RESERVE**

Personal Obligation of Assessments: Claim of Lien: All purchasers of Lots within SUMMIT AT ELLIJAY RESERVE, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to the homeowners' association described in this document, (1) Annual assessments or charges for regular road maintenance within SUMMIT AT ELLIJAY RESERVE (included as part of the \$1200.00 above-described for the Homeowners' Association assessments); and (2) special

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assessments for emergency repairs to said roads within SUMMIT AT ELLIJAY RESERVE, these special assessments to be established by a majority vote of all lot owners, special assessments for emergency repairs or upgrades to said road shall be established, with each lot owner responsibility for a pro-rata share of said approved emergency assessment (one share per lot owned).

The annual and special assessments, together with interest and costs of collection including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for such delinquent assessments shall also pass to his successors in title, provided a claim of lien has been recorded in the Public Records of Gilmer County giving notice to all persons that a claim of lien upon the Lot is being asserted, prior to the conveyance of title to the Lot. Said claim of lien shall state the description of the residence, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and verified by 1) an officer of the Homeowners' Association (if said Association has been established) or 2) by a representative of a majority of the lot owners in SUMMIT AT ELLIJAY RESERVE. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, said satisfaction being executed either 1) by the record individual filing the lien, 2) an officer of the Homeowners' Association (if said Association has been established) or 3) by signatures indicating a majority of all lot owners. Liens for assessment may be foreclosed by suit brought in the name of the Homeowners' Association in like manner as a foreclosure of a mortgage on real property.

ROAD EASEMENT, SIGNAGE EASEMENT AND UTILITY EASEMENT AND EROSION CONTROL EASEMENT FOR SUMMIT AT ELLIJAY RESERVE

It is the express intent of Declarant to grant an easement for ingress and egress to each Purchaser, their heirs, and assigns, of lots or property within SUMMIT AT ELLIJAY RESERVE, over and across the road system serving said subdivision. It is the express intent of Declarant to reserve for Declarant, Declarant's heirs, and Declarant's assigns, the same easement for ingress and egress.

Declarant reserves for itself, its heirs and assigns an easement over all property in SUMMIT AT ELLIJAY RESERVE for installation, repair, maintenance and replacement of utilities and signage (including but not limited to monumental and directional signage) throughout said subdivision.

The easement is granted notwithstanding any error or omission in any individual conveyance to a purchaser of a lot or property, by the Declarant, which might fail to expressly grant or reserve such an easement.

Declarant has specifically recorded the above referenced subdivision plat of survey, showing a defined road system developed for the mutual use and benefit of all homeowners, so that all may rely on the use of said road system and so that all may purchase in reliance on said survey.

Declarant retains an easement to construct, maintain, inspect, replace, or remove erosion control devices and areas (but in no way shall be required to construct, maintain, inspect, replace, or remove erosion control devices). Activities may include the improvement of waterways, providing of new waterways, removal of vegetation and/or trees, planting vegetation and/or trees, rip-rap / silt fences / barrier installation, and the removal of silt. Said easement includes the right to clear and keep cleared all trees, roots, brush, and other obstacles and the construction, operation, and maintenance of erosion control devices and areas. Also retained is the right to cross said real estate for the purpose of conducting such corrective action on other lots or areas and to move equipment to the required areas. Also included is the right to grow vegetation and provide for the future maintenance of said vegetation. Said easement shall not be a mere license but shall be a right running with the land, and shall adhere to the benefit and burden of the Grantor, Grantee, their heirs and/or assigns.

EROSION AND SEDIMENTATION AGREEMENT/HOLD HARMLESS / INDEMNIFICATION

Declarant and Lot Owner/Property Owner desire to insure that their investment and the investment of any future heirs/assigns in Declarant's development, including but not limited to the lands described in the Submitted Property, are protected and safeguarded from the ravages of erosion. For that purpose, and in consideration of \$10.00, the benefits to be derived by the Lot Owner and Declarant, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Declarant and Lot Owner/Property Owner (by acceptance of deed in the Property and Community) agree as follows:

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Lot Owner/Property Owner shall be personally liable for any site work which results in run off of soil, water or any combination thereof on to the property of another in the development, onto the development roads, into any creeks or rivers, or onto the lands of another.

In the event that the site work of the Lot Owner/Property Owner is such as to cause run off or erosion or drainage onto the property of another in the development, onto the development roads, into creeks or rivers, or onto the lands of another, the Declarant or his authorized agent shall notify the Lot Owner/Property Owner of the alleged run off, erosion and/or drainage. Said notification shall be mailed via certified mail to the Lot Owner/Property Owner address record tax address and Lot Owner shall have five (5) days from the mailing of said letter to correct the erosion/drainage. Declarant shall also attempt to notify the property owner via telephone to facilitate the correction of the situation.

Lot Owner/Property Owner hereby grants a special lien against the property of said owner in the development in favor of the Declarant. In the event that the property owner does not address a problem in a manner reasonably designed to eliminate the problem, the Declarant shall have the right to enter onto the property of the Lot Owner/Property Owner after the five (5) day notice above-referenced and address the problem, and thereafter file a lien against the property in the fashion of a materialman's lien for work, all as if duly authorized and requested by Lot Owner. Said lien shall be filed in the same manner as materialman's liens are otherwise filed in the Office of the Clerk of the Superior Court for Gilmer County, GA.

Lot Owner, does hereby agree, for itself, its heirs, successors and/or assigns, to hold harmless and indemnify Declarant from any and all claims and debts, demands and actions, causes of action, suits, proceedings, agreements, contracts, judgments, damages, accounts, executions and any and all other claims and liabilities, whether or not well founded in fact or in law, and whether in law or equity, known and unknown, which may arise out of erosion on the Property and sedimentation control efforts (or lack thereof) of the Lot Owner, his heirs, successors and /or assigns. Said hold harmless / indemnification shall include the Lot Owner, its heirs, executors, successors and assigns and any Corporation held harmless / indemnified herein shall include any of its divisions, subsidiaries or related companies, as well as its owners, employees, agents, subcontractors and/or vendors.

Nothing contained herein shall be deemed to circumvent, take the place of or otherwise limit the authority of the Gilmer County Land Development Office or other Government regulatory officials and/or agencies.

DURATION AND AMENDMENT

This EROSION AND SEDIMENTATION AGREEMENT/HOLD HARMLESS / INDEMNIFICATION shall run with and bind the submitted property for a period of twenty years from the date when this declaration is filed for record with the Clerk of Gilmer County, after which time this agreement shall be automatically extended for successive periods of ten years, to bind the property ONLY until completion of a dwelling on the property and to automatically expire upon all liability for erosion and sedimentation issues (on the part of the Declarant) being extinguished.

Constructive Notice-Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this agreement.

**WATER AND SEWER MAINTENANCE AND EASEMENT AGREEMENT FOR
SUMMIT AT ELLIJAY RESERVE**

There shall be located on the Development municipal water and sewer service servicing the submitted property and all other properties added by amendment. Developer reserves for itself, its successors and assigns, as well as for all future water and sewer providers, a permanent and perpetual easement over all submitted property for the purpose of installation, repair, maintenance, upgrades and all other uses necessary for provision of water and sewage disposal throughout the development.

All future unit owners of Summit at Ellijay Reserve and all other properties added by amendment shall have a permanent and perpetual right to contract for water and sewer service (and may obtain water and sewer service only from said Water and Sewer System) from the above-described water and sewer system at the rates established by the providers for same.

All provisions of these water and sewer system related terms shall transfer to the heirs, successors, or assigns of the Declarant.

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Each owner shall pay a \$1,000.00 water fee to Summit at Kendall Chris Construction Corporation, 1404 Briarwood Road, NE, Brookhaven, GA 30319, due at the point of closing of the unit on the initial sale from the Declarant.

Each owner shall pay a \$1,500.00 sewer system fee to Kendall Chris Construction Corporation, 1404 Briarwood Road, NE, Brookhaven, GA 30319, due at the point of closing of the unit on the initial sale from the Declarant.

CONTROLLED ACCESS PROVISIONS

Decisions related to security measures, including, but not limited to, access privileges to visitors or service personnel shall be made by Declarant, or should Declarant have sold its last lot, by a majority of lot owners by majority vote.

DURATION AND AMENDMENT

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of twenty years from and after the date when this declaration is filed for record with the Clerk of the Superior Court of Gilmer County, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years; provided, however, that after the end of the said twenty year period and during any ten year renewal period (but only during such renewal period), this declaration and the restrictions contained herein may be terminated by an instrument executed by 2/3 of the lot owners and recorded in the Office of the Clerk of the Superior Court of Gilmer County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

During the period of ownership of any lot by Declarant, Declarant shall have the sole right to modify, delete, and amend this document as it, in its sole discretion and judgment, deems necessary for the common welfare of owners in SUMMIT AT ELLIJAY RESERVE and/or the orderly economic development of the subdivision and/or for clarification or correction of same.

MISCELLANEOUS

1. Severability - A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.
2. Constructive Notice - Each owner, by his acceptance of a deed or other conveyance of a lot, acknowledges for himself, his heirs, legal representatives, successors and assigns, that he is bound by the provisions of this declaration, including, but not limited to, the easement provisions for all homeowners provided in this document.
3. Easement references: All easement references shall not be mere licenses, but a right running with the land, and shall benefit and burden the described properties.
4. Binding Effect - This declaration shall be binding upon the undersigned, its heirs, administrators, successors and assigns. Said declaration shall run with the title to the property described in Exhibit "A" and any subsequent property that is added hereto by amendment. Any references to Declarant in this document shall be deemed to refer to Declarant, its heirs, successors and assigns.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal as of the day and year first above written.

DECLARANT

The Ridge at Ellijay, LLC

_____(SEAL)
By: Kendall Sanborn
Its: Authorized Agent

Signed, sealed and delivered in the presence of:

Witness

_____(SEAL)
Notary Public, my commission expires: _____

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SUMMIT AT ELLIJAY RESERVE

Schedule of assessments / fees

Homeowners' Association Fee - yearly (per lot per year)	\$1200.00 (prorated in year of purchase)
Homeowners' Association Fee - special (per lot per year)	By majority vote of property Owners
HOA Capital contribution	\$750.00 (one time, collected at initial closing of the lot) – payable to the HOA
Road Assessment – yearly (yearly per lot)	Included in Homeowners' Association fee
Road Assessment – special (per lot per year)	By majority vote of property Owners
Recurring Water Service Fee	Municipal rates as charged by the city.
Water service fee	\$1,000.00, payable to Kendall Chris Construction Corporation, 1404 Briarwood Road, NE, Brookhaven, GA 30319, due at the point of closing of the unit on the initial sale from the Declarant.
Sewer service fee	\$1,500.00, payable to Kendall Chris Construction Corporation, 1404 Briarwood Road, NE, Brookhaven, GA 30319, due at the point of closing of the unit on the initial sale from the Declarant.

Mailing address for Declarant: The Ridge at Ellijay, LLC
1404 Briarwood Road, NE
Brookhaven, GA 30319-4014

Sec. 60-1. - Intent; purpose.

It is the purpose of this chapter to protect the public health, safety and general welfare of individuals and the community at large; to monitor and provide reasonable means for citizens to mitigate impacts created by occupancy of short-term rental units; and to implement rationally based, reasonably tailored regulations to protect the integrity of the city's neighborhoods.

(Ord. No. 022122, § 1, 2-21-2022)

Sec. 60-2. - Short-term rental unit.

For the purposes of this chapter, a short-term rental unit is defined as any detached, attached or semi-attached structure now or formerly used as a single-family dwelling, or the renting or leasing of a part or all of any structure not operating as a hotel, bed and breakfast, motel or inn where the term of occupancy for purposes of lodging, possession of tenancy is for a period of less than 30 days. Renting or leasing, as used herein, means the payment of compensation, money, rent, or other bargained for consideration in exchange for occupancy, possession or use of the property.

(Ord. No. 022122, § 1, 2-21-2022)

Sec. 60-3. - Short-term rental unit permitted.

- (a) Short-term rental units may only be operated in the city pursuant to this section. For zoning purposes short-term rental units shall be considered the same as hotels and motels and shall be allowed in the same zoning districts as hotels and motels. Short-term rental units shall not be permitted in Residential zoning districts (R-1). Properties located in residential zoning districts (R-1) under contract with Airbnb or similar entities or in use as a short-term rental unit as of the date of the ordinance from which this chapter is derived, may continue with such use until June 30, 2022; thereafter, the property owner will be required to have obtained the appropriate permit(s) and/or licenses in order to continue operation of a short-term rental unit. Nothing contained in this chapter shall be construed to prohibit motels, hotels, inns, bed and breakfasts and other commercial lodging uses from being located where otherwise specifically allowed.
- (b) The owner, platform or manager operating a short-term rental unit shall hold a valid city business license. The business license number shall be included in any advertisement of the short-term rental unit.
- (c) The owner, platform or manager operating a short-term rental unit shall hold a valid hotel-motel tax compliance and an occupation tax certificate from the city.
- (d) Prior to issuance of a permit for a short-term rental unit, each property containing a short-term rental unit shall be inspected for compliance with all building and fire codes. A smoke detector must be installed in each bedroom and on each level of the structure. All smoke detectors must

be interconnected. Carbon monoxide detectors must be installed on each level and shall be placed five feet off the ground.

(e) Parking.

- (1) If the short-term rental unit is located in the Central Business District (CBD) or in a commercial district, then parking shall be pursuant to parking requirements for those zoning districts.
- (2) If the short-term rental unit is located in a residential zoning district, then one off-street parking space is required per room qualifying as a bedroom for short-term rental units. To qualify as a parking space, the minimum dimensional requirements must include a useable rectangular area of nine feet wide by 20 feet long, exclusive of any other area counted as a parking space. The number of vehicles allowed during a short-term rental unit shall not exceed the number of parking spaces available on the property.

(f) All owners shall post the city's noise ordinance in a visible location in the short-term rental.

(Ord. No. 022122, § 1, 2-21-2022)

Sec. 60-4. - License required; application.

- (a) All short-term rental units shall require an annual short-term rental license. The fee for said license shall be \$150.00. An applicant must apply each year and pay the license fee annually.
- (b) Standards for obtaining a license:
 - (1) Applicant must prove ownership of the property and have obtained a City of Ellijay occupation tax certificate.
 - (2) Applicant must show compliance with requirements contained in this chapter through inspection of books and records.
 - (3) Applicant must not have been convicted of violating any provisions of this chapter within 18 months prior of the date of the application.
- (c) Applications shall include:
 - (1) The name, address, telephone and email address of the owner(s) of record of the dwelling unit for which a certificate is sought. If such owner is not a natural person, the application shall identify all partners, officers and/or directors of any such entity, including personal contact information;
 - (2) The address of the unit to be used as a short-term vacation rental;
 - (3) The name, address, telephone number and email address of the short-term rental local property manager, which shall constitute his or her 24-hour contact information. The local property manager shall be available 24 hours a day to respond to tenant and neighborhood questions or concerns. Where a property owner lives within the same community as the short-term rental, the property owner may designate him/herself as the local contact person.

The name, address and telephone number(s) of the local contact person shall be submitted to the city clerk, the City of Ellijay Police Department, the City of Ellijay Fire Department, and to the property owners located within a 500-foot radius of the property. The name, address and telephone numbers shall be permanently posted in the rental unit in a prominent location(s). Any change in the contact person's address or telephone number shall be promptly furnished to each of these agencies and neighboring property owners as specified in this section. If the local contact person is unavailable or fails to respond, the complaining or questioning party may contact the city clerk. The city will then attempt to reach the local contact person. In cases where the city is unable to reach the local contact person, the penalties as set forth in this chapter shall apply.

- (4) The owner's sworn acknowledgement that he or she has received a copy of this section, has reviewed it and understands its requirements;
 - (5) The number and location of parking spaces allotted to the premises;
 - (6) The owner's agreement to use his or her best efforts to assure that use of the premises by short-term vacation rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties;
and
 - (7) Any other information that this chapter requires the owner to provide to the city as part of an application for a short-term vacation rental certificate. The city manager or his or her designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.
- (d) Attached to and concurrent with submission of the application described in this section, the owner shall provide:
- (1) The owner's sworn code compliance verification form;
 - (2) A written exemplar rental agreement, which shall consist of the form of document to be executed between the owner and occupant(s), which shall contain the following provisions and which shall be posted in the short-term vacation rental unit:
 - a. The occupant(s)' agreement to abide by all of the requirements of this chapter, any other City of Ellijay ordinances, state and federal law and acknowledgement that his or her rights under the agreement may not be transferred or assigned to anyone else;
 - b. The occupant(s)' acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city's noise ordinance;
 - c. The occupant(s)' acknowledgement and agreement that violation of the agreement or this chapter may result in immediate termination of the agreement and eviction from the short-term vacation rental unit by the owner or agent, as well as the potential liability for payments of fines levied by the city; and

d. The occupant(s)' acknowledgement on the maximum occupancy of the short-term vacation rental unit and, if available, the location of on-site parking.

- (3) Proof of the owner's current ownership of the short-term vacation rental unit;
- (4) Proof of insurance indicating the premises is used as a short-term vacation rental;
- (e) If the rental agent changes, the property owner shall notify the City of Ellijay within five business days.

(Ord. No. 022122, § 1, 2-21-2022)

Sec. 60-5. - Denial, suspension and revocation.

- (a) A permit may be revoked by the city at any time, due to the failure of the permit holder to comply with any requirements of this chapter. Notice of the revocation shall be made in writing to the permit holder. Any person aggrieved by such notice may appeal the revocation pursuant to this chapter.
- (b) An advertisement promoting the availability of property containing short-term rental units in violation of this chapter shall be prima facie evidence of a violation, and may be grounds for denial, suspension or revocation of a license.

(Ord. No. 022122, § 1, 2-21-2022)

Sec. 60-6. - Short-term rental unit regulation procedure.

- (a) To ensure the continued application of the intent and purpose of this chapter, the code enforcement officer shall notify the owner of a short-term rental unit of all instances in which nuisance behavior of the rental guest or the conduct of his or her short-term rental unit agent results in a citation for a code violation or other legal infraction.
- (b) The code enforcement officer shall maintain in each short-term rental unit file a record of all code violation charges, founded accusations and convictions occurring at or relating to a short-term rental unit. When a property owner has accumulated three code violations for a particular property within a period of 12 consecutive months, the city shall revoke any pending certificates and reject all applications for the subject premises for a period of 12 consecutive months.
- (c) If a short-term rental unit owner has been cited and found to be in violation of any zoning, building, health or life safety code provision, the owner must demonstrate compliance with the applicable code prior to being eligible to receive a short-term rental unit certificate.
- (d) Citations for code violations and any other violation of the City Code may be heard by the municipal court for the City of Ellijay.
- (e) Violations of this chapter are subject to the following fines, which may not be waived or reduced and which may be combined with any other legal remedy available to the city:

- (1) First violation: \$500.00.
 - (2) Second violation within the preceding 12 months: \$750.00.
 - (3) Third violation within the preceding 12 months: \$1,000.00.
- (f) A person aggrieved by the city's decision to revoke, suspend or deny a short-term vacation rental certificate may appeal the decision to the city council. The appeal must be filed with the city clerk in writing, within 30 calendar days after the adverse action and it shall contain a concise statement of the reasons for the appeal. Timely filing of an appeal shall stay the revocation, suspension or denial pending a decision by the city council.
- (g) The city council shall consider the appeal within 30 days after receipt by the city clerk of a request unless otherwise agreed in writing by the city and aggrieved party. All interested parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The city council shall render a determination, which will constitute a final ruling on the application.
- (h) Nothing in this section shall limit the city from enforcement of its Code, state or federal law by any other legal remedy available to the city. Nothing in this section shall be construed to limit or supplant the power of any city inspector, deputy marshal or other duly empowered officer under the city's ordinances, rules and regulations and the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means of proceedings.
- (i) While short-term rental of dwelling units located in residential zoning districts are strictly prohibited, the city recognizes that certain residential properties, due to the uniqueness of their location and other defining characteristics, could be suitable as short-term rental units and would have no negative impact on the neighboring properties. Owners of dwelling units meeting the following requirements may apply for a conditional use permit which would allow the property to be used as a short-term rental unit:
- (1) The property shall border or be adjacent to central business district. In the event that a residential property bordering or adjacent to the central business district is granted a conditional use permit, then residential properties located on the same street but not bordering or adjacent to the central business district shall be eligible and entitled to submit an application for a conditional use permit.
 - (2) Notice to all owners of residential property within 500 feet of the proposed short-term rental shall be provided and said owners shall have an opportunity to file objections to the property being used as a short-term rental; or in the case of a subdivision, any and all owners of residential property within said subdivision where the proposed short-term rental is located

shall have an opportunity to file an objection to the property being used as a short-term rental. All objections shall be considered accordingly when determining whether or not to grant the conditional use permit.

- (3) For purposes of this chapter and all relevant provisions herein, a subdivision shall be defined as all subdivisions not classified as exempt or minor subdivisions pursuant to the subdivision regulations as set forth in appendix B of the Code of Ordinances for the City of Ellijay.

(Ord. No. 022122, § 1, 2-21-2022)

Sec. 60-7. - Taxes.

Short-term rental unit owners are subject to state sales tax, city taxes, including but not limited to hotel/motel tax, and are liable for payment thereof as established by state law and the City Code. The city may seek to enforce payment of all applicable taxes to the extent provided by law, including injunctive relief.

(Ord. No. 022122, § 1, 2-21-2022)

City of Ellijay

Cashier asystadmin

5/26/26 8:52am 56033

From: KNIGHT SIMONE
2025 2026

CR GENERAL BUSINE 200.00
KNIGHT SIMONE

CR SHORT TERM LIC 300.00
KNIGHT SIMONE

Receipt total 500.00

CREDIT 500.00

Change Due 0.00

Thank You! City Council
Meets 3rd Monday Each
Month---Court is 3rd
Tuesday Each Month



CITY OF ELLIJAY
SHORT TERM RENTAL LICENSE APPLICATION

Tax Collector's Office - 197 North Main Street - Ellijay GA 30540
(706) 635-1113 or cityclerk@ellijay.com

New Short Term Rental Change of Ownership Short-Term Rental Name Change

Note: copies of ALL licenses are required to be submitted with this application Short-Term Rental #

Applicant Name: Simone and Raymond Knight

Address: 98 Summit View Lane, Ellijay, GA, 30540

Owner Contact Phone: 954-699-7373
Owner Home Address: 1131 Bel Aire Dr. W, Pembroke Pines FL 3302-

Local Manager Name: VACASA (Lindsay Sandford)
Local Manager Contact Phone: [blank]
Local Manager Email: lindsay.whitaker@vacasa.com
Local Manager Home Address: ~~1131, Bel Aire Dr. W, Pembroke Pines, FL~~

Business License # 4 Occupational Tax Certificate # 2 / Driveway Hotel/Motel Tax Compliance #

Number of parking spaces: 2 / Driveway Location of Parking Spaces: Driveway Sales Tax #

Is this a natural person? yes
If this is not a natural person, provide the names and personal contact information for all partners/officers/directors on a separate sheet.

Have you had a Short-Term Rental in the City of Ellijay before? NO If yes, address

Application Fee: \$150.00
Proof of Ownership: [blank]
Insurance: [blank]
\$150.00 Fee

Under penalty of perjury, I declare I am authorized to make this application and that to the best of my knowledge and belief it is a true, correct and complete statement made in good faith for the period stated, in compliance with the provisions of the Ellijay Short-Term Rental Ordinance. I also understand that my license will expire on December 31st each year and I will be in violation of City Ordinance and subject to the penalties provided should I allow my license to lapse. I further understand that it is MY responsibility to notify the City of Ellijay IN WRITING upon closure of my business and that failure to do so will make me responsible for any and all taxes associated with this business.

Signature: [Signature] / owner Date: 5/15/26

Approval City Clerk

Denied [Signature] 5-26-26
Attempted contacts - couldn't leave message

City of Ellijay
Short-Term Rental Affidavit

Owner Name **SIMONE AND Raymond knight** Short-Term Rental # _____

Short-Term Rental Name _____

Short-Term Rental Address **98 Summit View Lane, Ellijay, GA 30540**

By executing this affidavit under oath, I, **Simone knight**, acknowledge and agree to the following statements with respect to the application for operation of a short-term rental.

Please initial each statement.

SB I acknowledge that I have received a copy of the City of Ellijay Short-Term Rental Ordinance, Section 1.

SB I agree to use my best efforts to assure that the use of that use of the premises by short-term vacation rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties.

SB I will comply with all applicable City of Ellijay Ordinances, including, but not limited to, inspections, taxes, noise control, parking, and other ordinances.

Sworn to and subscribed
[Signature]
Signature of Applicant

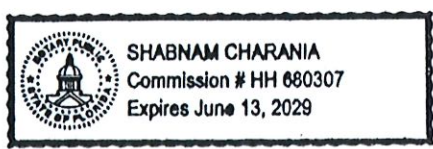
Simone knight
Printed Name of Applicant

Notary Public Only

Subscribed and sworn before me on this the **15th** day of **May**, **2026**

Sharanie
Notary Public

My Commission Ends **06/13/2029**



W. A. Hoyle, Mayor
 Tom Pierce, City Clerk
 Anne Leva, Court Clerk
 Andrew Mathis, Code Enforcement



COOPER MEMBERS
 Cynthia P. Adams
 Tom Crawford, Member
 Thomas Griffith, Town President

AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this Affidavit Under Oath As An Applicant For A City of Ellijay, Georgia Business License, Or Occupation Tax Certificate, Alcohol License, Taxi Permit Or Other Public Benefit As Referenced In O.C.G.A. Section 50-36-1 I Am Stating The Following With Respect To My Application For A City of Ellijay, Business License, Or Georgia Occupation Tax Certificate, Alcohol License, Taxi Permit Or Other Public Benefit For:

Simone Knight

(Name Of Natural Person Applying On Behalf Of Individual, Business, Corporation, Partnership, Or Other Private Entity)

- 1) I Am A United States Citizen
- OR
- 2) I Am A Legal Permanent Resident 18 Years of Age Or Older Or I Am An Otherwise Qualified Alien Or Non-Immigrant Under The Federal Immigration And Nationality Act 18 Years Of Age Or Older and Lawfully Present In The United States *

2a) * Alien Registration Number For Non-Citizens

DOB: _____

* Note: O.C.G.A. § 50-36-1 (e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

In Making The Above Representation Under Oath, I Understand That Any Person Who Knowingly And Willfully Makes A False Fictitious, Or Fraudulent Statement Or Representation In An Affidavit Shall Be Guilty Of A Violation Of Code Section 16-10-20 Of The Official Code Of Georgia.

The secure and verifiable document provided with this affidavit can best be classified as:

*(Please submit a copy of the secure and verifiable document along with the application. E.g., Driver's License)

Simone Knight
 Signature of Applicant
Simone Knight
 Printed Name

PRIVATE EMPLOYER AFFIDAVIT PURSUANT TO O.C.G.A. § 36-60-6(b)

CHECK ONLY ONE:

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

OR

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs ten (10) or fewer employees and is not required to register with and or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

Simone Knight
 Signature of Exempt Private Employer

Simone Knight
 Printed Name

MUST BE AFFIXED WITH NOTARY SIGNATURE AND SEAL
 SUBSCRIBED AND SWORN BEFORE ME ON THIS 15th DAY OF May 2026

Sharanie
 Notary Public

06 / 13 / 2029
 My Commission Expires



Attest: Mayor
Tara Pinner, City Clerk
Alicia Taylor, Council Chair
Andrew Martin, City Engineer



City of Ellijay
197 N. Main Street
Ellijay, GA 30540
706.638.1111

CITY OF ELLIJAY

197 N. Main Street, Ellijay, GA 30540
706.638.1111

2026 OCCUPATIONAL TAX REGISTRATION BUSINESS LICENSE RENEWAL FORM

Due 12/31/25

**EFFECTIVE JANUARY 1, 2026, A \$100 LATE FEE WILL BE CHARGED MONTHLY,
BEGINNING MARCH 1, 2026, DAILY CITATIONS WILL BE ISSUED, AND COURT
APPEARANCES WILL BE MANDATORY**

**FAILURE TO RENEW BY APRIL 15 WILL BE CONSIDERED A VIOLATION OF YOUR BUSINESS.
A Business license will not be issued unless this application form is completed in full and payment is included.**

If payment is made online, the completed form must be submitted via email at the time of payment.

Payments without this completed form will not be accepted.

If you hold a professional license, a current copy must be included with this application.

Occupational Tax Schedule

If a business owner has more than one business location within the city, a business license must be applied for each location. The occupational tax is based on the number of employees which are at the business. **This total includes full-time employees, part-time employees, owners and managers.**

# of Employees	Amount of Taxes Due	# of employees	Amount of Taxes Due
0-4	\$100	51-100	\$750
5-10	\$150	101-200	\$1,500
11-30	\$250	201-300	\$3,000
31-50	\$500	Over 300	\$3,000 + \$10 for each additional employee

Name of Business: **RSknight Management LLC**

Owner's name: **Simone and Raymond Knight** Cell Phone number: **954-699-7373**

Business Address: **1131 Bel Aire Dr. W, Pembroke Pines, FL 33027**

Mailing Address: **1131 Bel Aire Dr. W, Pembroke Pines, FL 33027**

Email Address: **RSknightManagement@gmail.com**

Number of Employees: **2** E-Verify #:

Under penalty of perjury, I declare I am authorized to make this application and that to the best of my knowledge and belief it is a true, correct and complete statement made in good faith for the period stated, in compliance with the provisions of the Ellijay Business License Ordinance. I also understand that my license will expire on December 31st each year and I will be in violation of City Ordinance and subject to the penalties provided should I allow my license to lapse.

Owner's Signature:

Date:

5/14/26

*****PLEASE INCLUDE A COPY OF YOUR DRIVER'S LICENSE WITH RENEWAL FORM*****

McLoyle, Mayor
 Fort Pierce, City Clerk
 Anne Leva, Court Clerk
 Andrew Mathis, Code Enforcer



GOVERNMENT
 Fort Pierce, Florida
 Fort Pierce, Florida

**AFFIDAVIT VERIFYING STATE'S FOR CITY
 PUBLIC BENEFIT APPLICATION**

By Executing This Affidavit Under Oath, As An Applicant For A City of Ft. Pierce, Georgia Business License Or Occupational Tax Certificate, Alcohol License, Taxi Permit Or Other Public Benefit As Referenced In O.C.G.A. Section 50-36-1, I Am Submitting The Following With Respect To My Application For A City of Ft. Pierce, Business License Or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit Or Other Public Benefit For:

SIMONE KNIGHT

(Name Of Natural Person Applying On Behalf Of Individual, Business, Corporation, Partnership, Or Other Private Entity)

- 1) I Am A United States Citizen
- OR
- 2) I Am A Legal Permanent Resident 18 Years of Age Or Older Or I Am An Otherwise Qualified Alien Or Non-Immigrant Under The Federal Immigration And Nationality Act 18 Years Of Age Or Older, and Lawfully Present In the United States.

2a) *Alien Registration Number For Non-Citizens

DOB: _____

*Note: O.C.G.A. § 50-36-1 (c)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

In Making The Above Representation Under Oath, I Understand That Any Person Who Knowingly And Willfully Makes A False, Fictitious, Or Fraudulent Statement Or Representation In An Affidavit Shall Be Guilty Of A Violation Of Code Section 16-10-20 Of The Official Code Of Georgia.

The secure and verifiable document provided with this affidavit can best be classified as:

** (Please Submit a copy of the secure and verifiable document along with the application for Employer's License)

Simone Knight
 Signature of Applicant
Simone Knight
 Printed Name

**PRIVATE EMPLOYER AFFIDAVIT PURSUANT TO
 O.C.G.A. § 36-60-6(d)**

CHECK ONLY ONE:

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Signature of Authorized Officer or Agent: _____

Printed Name and Title of Authorized Officer or Agent: _____

OR

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs ten (10) or fewer employees and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

Simone Knight
 Signature of Exempt Private Employer
Simone Knight
 Printed Name

MUST BE AFFIXED WITH NOTARY SIGNATURE AND SEAL

SUBSCRIBED AND SWORN BEFORE ME ON THIS 15th DAY OF May 2026

Sharanie
 Notary Public

06/13/2029
 My Commission Expires



SHABNAM CHARANIA
 Commission # HH 680307
 Expires June 13, 2029

Al Howell, Mayor
Lori Pierce, City Clerk
Angie Leva, Court Clerk
Andrew Mathis, Code Enforcer



CONTACT INFORMATION
City Clerk
Business License Office
Ellijay, GA 30540
Phone: 706-635-4711
Fax: 706-635-4712

CITY OF ELLIJAY

197 N Main Street Ellijay, GA 30540
706-635-4711

2025

2026 OCCUPATIONAL TAX REGISTRATION BUSINESS LICENSE RENEWAL FORM

Due 12/31/25

EFFECTIVE JANUARY 1, 2026, A \$100 LATE FEE WILL BE CHARGED MONTHLY, BEGINNING MARCH 1, 2026, DAILY CITATIONS WILL BE ISSUED, AND COURT APPEARANCES WILL BE MANDATORY.

FAILURE TO RENEW BY APRIL 1ST WILL RESULT IN THE CLOSURE OF YOUR BUSINESS. A Business license will not be issued unless this application form is completed in full and payment is included.

If payment is made online, the completed form must be submitted via email at the time of payment.

Payments without this completed form will not be accepted.

If you hold a professional license, a current copy must be included with this application.

Occupational Tax Schedule

If a business owner has more than one business location within the city, a business license must be applied for each location. The occupational tax is based on the number of employees which are at the business. **This total includes full-time employees, part-time employees, owners and managers.**

# of Employees	Amount of Taxes Due	# of employees	Amount of Taxes Due
✓ 0-4	\$100	51-100	\$750
5-10	\$150	101-200	\$1,500
11-30	\$250	201-300	\$3,000
31-50	\$500	Over 300	\$3,000 + \$10 for each additional employee

Name of Business: **BSknight Management LLC**
Owner's name: **Simone & Raymond Knight** Phone number: **954-699-7373**
Business Address: **1131 Bel Aire Dr. W, Pembroke Pines FL 33027**
Mailing Address: **1131 Bel Aire Dr. W., Pembroke Pines FL 33027**
Email Address: **BSknight Management @ Gmail.com**
Number of Employees: **2** E-Verify #: _____

Under penalty of perjury, I declare I am authorized to make this application and that to the best of my knowledge and belief it is a true, correct and complete statement made in good faith for the period stated, in compliance with the provisions of the Ellijay Business License Ordinance. I also understand that my license will expire on December 31st each year and I will be in violation of City Ordinance and subject to the penalties provided should I allow my license to lapse.

Owner's Signature:

Date: **5/14/26**

*****PLEASE INCLUDE A COPY OF YOUR DRIVER'S LICENSE WITH RENEWAL FORM*****



City of Ellijay Fire Department
 197 North Main Street
 Ellijay, Ga 30540
 (706)635-7480

New Business Life Safety Checklist

	Yes	No	N/A	Remarks Section
Street Address Posted (4" Min)	<input checked="" type="checkbox"/>			
Fire walls or partitions have no penetrations				
Exits are Marked & Lit	<input checked="" type="checkbox"/>			
Emergency Lights Operable				
Exit doors are cleared and unlocked				
Electrical Room clear and accessible	<input checked="" type="checkbox"/>			
No extension Cords	<input checked="" type="checkbox"/>			
All electrical switches and outlets are covered	<input checked="" type="checkbox"/>			
No open empty spaces in electrical panel box	<input checked="" type="checkbox"/>			
Compressed gas cylinders are secured			<input checked="" type="checkbox"/>	
Portable fire extinguishers maintained and Tagged (min 5lb ABC serviced yearly)	<input checked="" type="checkbox"/>			
Gas fired water heater has a min of 3" clearance all around from combustibles	<input checked="" type="checkbox"/>			
Storage - Not blocking exits, panel boxes, etc.	<input checked="" type="checkbox"/>			
Sprinkler System Maintained & Tagged (serviced yearly)			<input checked="" type="checkbox"/>	
Hood System Maintained & Tagged (every 6 months)				

A Knox box will be required for all new business, changes of ownership and renovations over 50% before a business license can be issued. It is the responsibility of the applicant to install the Knox Box. The box may be ordered online at www.knoxbox.com or a paper order form can be requested from the City of Ellijay Fire Department at 197 North Main St. Ellijay, Ga 30540.

Fulfilling the requirements of this form does not ensure that a business license will be issued. The form is meant to help new business owners with the Ellijay Fire Department inspection process and is not an all inclusive form.



OFFICE OF THE NOTARY PUBLIC
STATE OF GEORGIA

OFFICE OF THE NOTARY PUBLIC
STATE OF GEORGIA

1. I, Simone knight
(Name Of Natural Person Applying, Or Behalf Of Individual
Business, Corporation, Partnership, Or Other Private Entity)



2. I Am A Legal Permanent Resident 18 Years of Age
Or Older Or I Am An Otherwise Qualified Alien Or Non-
Immigrant Under The Federal Immigration And Nationality Act
18 Years Of Age Or Older and Lawfully Present In The United
States.

2(a) Alien Registration Number For Non-Citizens
DOB: _____

*Note: O.C.G. § 36-11-22 requires that aliens under the
Federal Immigration and Nationality Act, Title 8 U.S.C., as
amended, provide their alien registration number. Because legal
permanent residents are included in the federal definition of
"alien", legal permanent residents must also provide their alien
registration number. Qualified aliens that do not have an alien
registration number may supply another identifying number
below:

In Making The Above Representation Under Oath I Understand
That Any Person Who Knowingly And Willfully Makes A False
Oath, Or Fraudulent Statement Or Representation In An
Affidavit Shall Be Guilty Of A Violation Of Code Section 16-10-
90 Of The Official Code Of Georgia.

The secure and verifiable document provided with this affidavit
can best be classified as:

(Please submit a copy of the secure and verifiable document
along with the application. E.g., Driver's License)

Simone knight
Printed Name

I, the undersigned, this affiant, or the undersigned private employer
verifies compliance with the provisions of the federal work
authorization program and utilizes the federal work authorization
program commonly known as E-Verify, or any subsequent
replacement program, in accordance with the applicable
provisions and deadlines established in O.C.G.A. § 36-60-6.
Furthermore, the undersigned private employer hereby attests
that its federal work authorization user identification number and
date of authorization are as follows:

Date of Authorization

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

OR

OR

By executing this affidavit, the undersigned private employer
verifies that it is exempt from compliance with O.C.G.A. § 36-60-6,
stating affirmatively that the individual firm, or corporation
employs ten (10) or fewer employees and is not required to
register with and/or utilize the federal work authorization
program commonly known as E-Verify, or any subsequent
replacement program, in accordance with the applicable
provision and deadlines established in O.C.G.A. § 36-60-6.

Simone knight
Printed Name

MUST BE AFFIXED WITH NOTARY SIGNATURE AND SEAL
SUBSCRIBED AND SWORN BEFORE ME ON THIS 15th DAY OF May 2026

Shabnam
Notary Public

06/13/2029
Expiry Date

SHABNAM CHARANIA
Commission # HH 680307
Expires June 13, 2029



CITY OF ELLIJAY
BUSINESS LICENSE APPLICATION

Tax Collector's Office 197 North Main Street Ellijay GA 30540
(706) 635-4711 X3 cityclerk@ellijay.com

New Business [X] Change of Ownership [] Business Relocation [] Business Name Change []

Note: Copies of ALL licenses are required to be submitted with this application E-Verify #

BSK Knight Management
Name of Business DBA-Doing Business As

1131 Bel Aire Dr. W, Pembroke Pines, FL 33027
Business Location (No P.O. Box)

1131 Bel Aire Dr. W., Pembroke Pines, FL 33027
Business Mailing Address

954-699-7373 BSK Knight Management @gmail.com
Business Phone Cell Phone Website Address Email Address

Simone Knight 9546997373 1131 Bel Aire Dr. W., Pembroke Pines FL
Owner/Manager Name Owner/Manager Contact Phone Owner/Manager Home Address (No P.O. Box)

Short term Rental k52378273 647-0
Nature of Business Drivers License No.

92-0692030
Federal ID or Social Security No. GA Sales Tax ID No. Professional License No. (if applicable)

[X] Corporation [] Partnership [] Sole Proprietor [] Limited Liability Company [] Trust

Have you had a business license in the City of Ellijay before? No If yes, business name

Number of Employees 2 (occupational tax amount is based on this number. Failure to provide truthful and accurate information shall be subject to fine and/or imprisonment as defined in City Charter)

Table with 4 columns: Number of Employees, Fee, Number of Employees, Fee. Includes fee schedule for 0-4, 5-10, 11-30, 31-50, 51-100 employees.

Under penalty of perjury, I declare I am authorized to make this application and that to the best of my knowledge and belief it is a true, correct and complete statement made in good faith for the period stated, in compliance with the provisions of the Ellijay Business License Ordinance. I also understand that my license will expire on December 31st each year and I will be in violation of City Ordinance and subject to the penalties provided should I allow my license to lapse. I further understand that it is MY responsibility to notify the City of Ellijay IN WRITING upon closure of my business and that failure to do so will make me responsible for any and all taxes associated with this business.

Signature/Title [Signature] Managing Member Date: 5/15/26

Approval (Code Enforcement Officer) Approval City Clerk

Approval/Fire Chief

White Copy/Record Yellow Copy/Fire Chief

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY STRLG SEACREST PRITCHARD		NAMED INSURED SIMONE KNIGHT 1131 BEL AIRE DR W PEMBROKE PINES, FL 33027-2222	
POLICY NUMBER 618493846 633 1		EFFECTIVE DATE: 03/03/2026	
CARRIER TRAVELERS PERSONAL INSURANCE COMPANY	NAIC CODE 38130		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 27 FORM TITLE: EVIDENCE OF PROPERTY INSURANCE

Coverage Level: Travelers Protect®

Policy Type - Homeowners

Optional Coverages

Optional Coverages	Endorsement	Limit
Water Back Up and Sump Discharge or Overflow Coverage	HQ-208 CW (08-20)	\$25,000
Personal Property Replacement Cost Loss Settlement	HQ-290 CW (08-24)	
Home-Sharing Host Activities Coverage	HQ-857 CW (11-18)	

***Note:** The additional cost or premium reduction for any optional coverage or package shown as "Included" is contained in the Total Policy Premium Amount.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

03/05/2026

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY STRLG SEACREST PRITCHARD PO BOX 723837 ATLANTA, GA 31139		PHONE (A/C, No, Ext): (678) 424-6500	COMPANY TRAVELERS PERSONAL INSURANCE COMPANY ONE OF THE TRAVELERS PROPERTY CASUALTY COMPANIES ONE TOWER SQUARE, HARTFORD, CT 06183	
FAX (A/C, No): (404) 261-5440	E-MAIL ADDRESS:			
CODE: 0FU121	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER
INSURED SIMONE KNIGHT 1131 BEL AIRE DR W PEMBROKE PINES, FL 33027-2222		2111136244		618493846 633 1
		EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
		03/03/2026	03/03/2027	<input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 98 SUMMIT VIEW LN ELLIJAY, GA 30540-7650

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE / PERILS / FORMS						
Coverage A - Dwelling					\$ 1,035,000	
Coverage B - Other Structures					\$ 20,000	
Coverage C - Personal Property					\$ 258,750	
Coverage E - Personal Liability - Bodily Injury and Property Damage(each occurrence)					\$ 300,000	
Coverage F - Medical Payments to Others(each person)					\$ 5,000	
Property Coverage Deductible (All Perils)						\$ 7,500
TOTAL PREMIUM \$5,561.00						

REMARKS (Including Special Conditions)

Make checks payable to: Travelers Indemnity and affiliates

Mail payments to: Travelers Personal Insurance
PO Box 660307
Dallas, TX 75266-0307

SEE ADDITIONAL REMARKS SCHEDULE FOR MORE INFORMATION (ACORD 101)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS BANK SOUTH ISAOA/ATIMA LOAN OPERATIONS 2 S MAIN ST STE 302 WATKINSVILLE, GA 30677-7107		ADDITIONAL INSURED		LENDER'S LOSS PAYABLE	<input type="checkbox"/>	LOSS PAYEE
	X	MORTGAGEE				
	LOAN #		2111136244			
	AUTHORIZED REPRESENTATIVE					

Florida

DRIVER LICENSE



19 DCL# K205-406-47-000-0 CLASS E

1 KNIGHT
2 SIMONE BROWN
3 1131 BEL AIRE DR W
4 PEMBROKE PINES, FL 33027
5 DOB 04/27/1973 SEX F
6 EXP 04/27/2023 HGT 5'-08"
7 RST NONE END NONE

SAFE DRIVER
8a ISS 03/30/2021
9 CD X65240273009
REPLACED 08/27/2024

Signature

Operation of a motor vehicle constitutes consent to any sobriety test required by law



Florida DRIVER LICENSE



1 LICENSE NUMBER K205-406-47-000-0 CLASS E

2 NAME KNIGHT
3 SIMONE BROWN
4 1131 BEL AIRE DR W
5 PEMBROKE PINES, FL 33027

6 DOB 04/27/1973 SEX F
7 EXP 04/27/2023 HGT 5'-08"
8 REST NONE DR END NONE

9 SAFE DRIVER

10 ISS 03/30/2021

11 ID X65240273005

12 REPLACED 08/27/2024

Operation of a motor vehicle constitutes consent to any sobriety test required by law



Al Hoyle, Mayor
Lori Pierce, City Clerk
Angie Levy, Court Clerk
Andrew Mathis, Code Enforcer



City of Ellijay
100 North Main Street
Ellijay, Georgia 30540
706-635-4711

CITY OF ELLIJAY

706-635-4711

2026 SHORT TERM RENTAL RENEWAL FORM

DUE 12/31/2025

EFFECTIVE JANUARY 1, 2026, A \$100 LATE FEE WILL BE CHARGED MONTHLY.

BEGINNING MARCH 1, 2026, DAILY CITATIONS WILL BE ISSUED AND COURT APPEARANCES WILL BE MANDATORY.

FAILURE TO RENEW BY APRIL 1ST WILL RESULT IN THE CLOSURE OF YOUR BUSINESS.

SHORT TERM RENTAL LICENSE FEE \$150

Name of business: RS Knight Management

Rental address: 98 Summit View Lane, Ellijay GA 30540

Rental owner name: Simone and Raymond Knight

Phone number: 954-699-7373

Owner's address: 1131 Bel Aire Dr. W., Pembroke Pines FL 33027

Please review your renewal form and note any changes to license below:

Under penalty of perjury, I declare I am authorized to make this application and that to the best of my knowledge and belief it is a true, correct and complete statement made in good faith for the period stated in compliance with the provisions of the Ellijay Business License Ordinance. I also understand that my license will expire on December 31st each year and I will be in violation of the City Ordinance and subject to the penalties provided should I allow my license to lapse.

Owner's Signature: [Signature]

Date: 5/15/26