

ELLIJAY CITY HALL

AUGUST 17, 2026

PUBLIC HEARINGS

5:00

**GILMER COUNTY, ELLIJAY AND EAST ELLIJAY
CAPITAL IMPROVEMENTS ELEMENT DRAFT
ANNUAL UPDATE**

WORKSHOP

5:30

2025 AUDIT PRESENTATION

REGULAR MEETING

6:00

Call to Order

Prayer and Pledge of Allegiance

Approval of Agenda

Approval of Minutes for July Meetings

Approval of July Financial Statement

Staff Reports

Citizen Input

NEW BUSINESS

Review and Action – A Resolution Of The City Council Of Ellijay Rescinding Prior Council Action Purporting To Approve Short-Term Rental Use At 98 Summit View Lane

Review and Action – A Resolution Of The City Council Of Ellijay Rescinding Prior Council Action Purporting To Approve Short-Term Rental Use At 42 Summit View Lane

Review and Action – Agreement Between The City of Ellijay and Williamson Landscape Architecture dba WLA Studio For Park Design Services

Review and Action – Acceptance of 2025 Annual Audit

Review and Action – A Resolution Authorizing The Transmittal To The Northwest Georgia Regional Commission Of The Updated Capital Improvements Element For Gilmer County And The Cities Of Ellijay And East Ellijay

Executive Session – Personnel, Pending Litigation, Land Acquisition

Adjourn

Mayors Report

- A representative from RL Jennings will be at Mondays Workshop to present the 2025 Annual Audit. Acceptance of the audit is on the agenda for action.
- There are two resolutions to rescind prior action included in your packet for review. The resolutions are on the agenda for action.
- A copy of a proposed agreement/contract between the City of Ellijay and WLA Studio for park design services is included in your packet for review and is on the agenda for action. City attorney West has reviewed the agreement/contract.
- A public hearing will be held at 5:00 to receive input on the Updated Capital Improvements Element for Gilmer County and the Cities of Ellijay and East Ellijay. A copy of the update and a resolution authorizing transmittal of the same to the Northwest Regional Commission for review are included in your packet for. The transmittal resolution is on the agenda for action.

City of Ellijay
July 20, 2026

Public Hearing
Amendment To Zoning Ordinance-Data Center

Workshop
5:30pm

Regular Meeting
Started at 6:00pm ended at 6:40pm

Council Meeting Called to Order:

Welcome - Mayor Al Hoyle welcomed everyone to the meeting.

Prayer- Prayer was given by Police Chief Ed Lacey.

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 - Absent

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:

Mayor Pro Tem Claudia Penland made a motion to approve the July agenda. Councilmember Tom Crawford seconded the motion. All approved.

Approval of Minutes:

Councilmember Tom Crawford made a motion to approve the minutes for the June meeting. Councilmember Thomas Griffith seconded the motion. All approved.

Approval of Financial Statement:

Councilmember Thomas Griffith made a motion to approve the June Financial Statement. Councilmember Kevin Pritchett seconded the motion. All approved.

Staff Reports:

Code Enforcement Officer Andrew Mathis pointed out that the Planning and Zoning recommended that the Data Center Ordinance 20-4.24 should read ... and shall not exceed 45 DBA during the hours of 5:00pm to 9:00am.

Citizen Input:

Pam Hackbarth and 5 residents from the Summit neighborhood addressed their concerns and questioned the Mayor and Councilmembers about their decision to allow a Short Term Rental at 42 Summit View Lane, when there was a moratorium on Short Term Rentals? If the Council's decision was in direct violation of the City Ordinance, what would need to be done to correct this? The Mayor got their contact information and told them he would get them answers. All who attended the meeting were against Short-Term Rentals in the Summit.

New Business:

Review and Action – Data Center Ordinance – Councilmember Kevin Pritchett made a motion to approve the Ordinance with the recommendation of the Planning and Zoning. Councilmember Tom Crawford seconded the motion. All approved.

Review and Action: Selection Of Architectural Firm From Proposals Submitted In Response To The City's Request For Qualifications - Councilmember Thomas Griffith made a motion to Recommend and approve WLA Studio as our firm to engage and design our city's trail park. Mayor Pro Tem Claudia Penland seconded the motion. All approved.

Review and Action: Agreement With Gilmer County and The Gilmer County Board Of Elections and Registration To Conduct Municipal Elections – Tom Crawford made a motion to postpone until the next Council meeting. Councilmember Thomas Griffith seconded the motion. All approved.

Review and Action: Special Event Permit Devell Frady/Georgia High Country Builders Association, location Harrison Park, October 3, 2026 from 9:30am to 4:30pm. Councilmember Kevin Pritchett made a motion to approve the Special Event. Councilmember Thomas Griffith seconded the motion. All approved.

Executive Session: Personnel, Pending Litigation, Land Acquisition,

Mayor Pro Tem Claudia Penland made a motion to go into executive session at 6:10pm. Councilmember Kevin Pritchett seconded the motion. All approved.

Councilmember Kevin Pritchett made a motion to go back into regular session at 6:25pm. Councilmember Thomas Griffith seconded the motion. All approved.

Adjourn:

Mayor Pro Tem Claudia Penland made a motion to adjourn at 6:40pm. Councilmember Tom Crawford seconded the motion. All approved.

Lori Pierce/City Clerk

City of Ellijay
July 27, 2026

Special Called Meeting
5:00pm

Budget Worksheet

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 -Absent

Edward Lacey, Police Chief-Present

Lori Pierce, City Clerk-Present

Andrew Mathis, Code Enforcement - Absent

Dustin Harper, Fire Chief – Present

Angie Leyva-Court Clerk

Approval of Agenda:

Councilmember Kevin Pritchett made a motion to approve the July Special Called meeting agenda. Councilmember Al Fuller seconded the motion. All approved.

New Business:

Review and Action: Agreement With Gilmer County and The Gilmer County Board Of Elections and Registration To Conduct Municipal Elections - Councilmember Kevin Pritchett made a motion to approve the Agreement with Gilmer County. Councilmember Thomas Griffith seconded the motion. All approved.

Review and Action: A Resolution To Regulate And Provide For The Calling Of An Election To Determine Whether The City Council Of The City Of Ellijay Shall Be Authorized To Allow The

Article 7 Of Chapter 3 Of Title 3 Of The Official Code Of Georgia Annotated; Requesting The Election Superintendent Of The City Of Ellijay To Call An Election Of The Voters Of The City Of Ellijay; Approving The Form Of The Question On The Ballot To Be Used In Such Elections And The Notice Of Such Election; And For Other Purposes- Councilmember Thomas Griffith made a motion to approve the Resolution. Councilmember Tom Crawford seconded the motion. All approved.

ADJOURN:

Councilmember Tom Crawford made a motion to adjourn at 5:07 PM. Councilmember Thomas Griffith 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 2026-7 Ending July 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	2,194.67	500.00	53,782.50	(53,282.50)
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	73.57	1,100.00	569.35	530.65
100-0000-00-311315	TAVT Tax	0.00	6,126.02	80,000.00	60,914.62	19,085.38
100-0000-00-311320	Mobile Home Tax	0.00	28.18	150.00	271.72	(121.72)
100-0000-00-311400	Personal Property-Delinquent	0.00	172.07	0.00	7,878.52	0.00
100-0000-00-311600	Intangible Tax	0.00	768.13	15,000.00	6,981.71	8,018.29
100-0000-00-311700	Franchise Tax	0.00	44.03	325,000.00	351,576.18	(26,576.18)
100-0000-00-311910	Pen/Int-Real Property	0.00	298.12	1,000.00	904.99	95.01
100-0000-00-313100	Local Option Sales Tax	0.00	143,678.81	1,600,000.00	903,306.80	696,693.20
100-0000-00-314200	Alcohol Tax	0.00	15,874.39	170,000.00	93,467.49	76,532.51
100-0000-00-316200	Insurance Premium Tax	0.00	0.00	160,000.00	0.00	160,000.00
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	1,611.77	7,500.00	7,213.39	286.61
100-0000-00-319120	Pen/Int-Personal Property	0.00	11.10	100.00	297.26	(197.26)
100-0000-00-319400	Collection Fees	0.00	0.00	500.00	0.00	500.00
100-0000-00-319500	Fi Fa	0.00	550.00	300.00	1,100.00	(800.00)
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	0.00	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	475.00	55,000.00	13,775.00	41,225.00
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	0.00	0.00	1,200.00	0.00
100-0000-00-321420	Insurance Licenses	0.00	0.00	11,500.00	4,600.00	6,900.00
100-0000-00-322100	Building Permit Fees	0.00	7,080.40	40,000.00	15,132.52	24,867.48
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	90.00	800.00	365.00	435.00
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	0.00	100.00	100.00	0.00
100-0000-00-322902	Special Event Alcohol Fee	0.00	100.00	1,500.00	100.00	1,400.00
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)
100-0000-00-334310	Dirstct State Grants	0.00	0.00	0.00	4,770.50	0.00
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	80.00	800.00	409.49	390.51
100-0000-00-342125	Criminal Records Check	0.00	10.00	300.00	430.00	(130.00)
100-0000-00-351170	Municipal Court Fines	0.00	28,640.14	264,100.00	140,050.97	124,049.03
100-0000-00-351171	Court Cost	0.00	0.00	0.00	75.00	0.00
100-0000-00-351172	Parking Tickets	0.00	259.00	200.00	1,420.00	(1,220.00)
100-0000-00-361000	Interest Income	0.00	10,441.47	50,000.00	73,947.66	(23,947.66)
100-0000-00-389000	Misc Income	0.00	469.94	220.00	1,208.13	(988.13)

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
For General Fund (100)
For the Fiscal Period 2026-7 Ending July 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Total General Fund Revenues	\$ 0.00	\$ 219,076.81	\$ 3,178,659.00	\$ 1,911,815.99	\$ 1,266,843.01
Expenditures					
100-1100-11-511100 Salaries	\$ 0.00	\$ 1,625.00	\$ 18,000.00	\$ 8,375.00	\$ 9,625.00
100-1100-11-512200 FICA	0.00	124.32	1,377.00	640.70	736.30
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	19,325.46	168,800.00	96,027.29	72,772.71
100-1500-15-511101 Compensation-Planning and Z	0.00	500.00	2,000.00	800.00	1,200.00
100-1500-15-512100 Group Insurance	0.00	4,436.27	67,600.00	37,787.88	29,812.12
100-1500-15-512200 FICA	0.00	1,411.20	12,665.00	7,010.04	5,654.96
100-1500-15-512400 GMEBS	0.00	4,618.50	48,525.00	32,329.50	16,195.50
100-1500-15-512700 Workers Comp Ins.	0.00	0.00	27,000.00	2,622.00	24,378.00
100-1500-15-521100 Accounting & Audit Expense	0.00	0.00	13,000.00	6,500.00	6,500.00
100-1500-15-521210 Legal Services	0.00	0.00	5,000.00	2,180.00	2,820.00
100-1500-15-521302 Contract Services-USTI & TBS	0.00	0.00	10,500.00	10,723.51	(223.51)
100-1500-15-521320 City Website Maintenance	0.00	600.00	3,000.00	1,086.00	1,914.00
100-1500-15-521514 Fi Fa Filing Fees	0.00	250.00	500.00	2,025.00	(1,525.00)
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	92.00	6,000.00	184.00	5,816.00
100-1500-15-522210 Vehicle Repairs and Maintena	0.00	199.99	500.00	628.67	(128.67)
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	6,835.46	23,827.00	15,129.46	8,697.54
100-1500-15-523200 Telephone Expense	0.00	801.80	12,000.00	6,003.43	5,996.57
100-1500-15-523300 Advertising	0.00	204.00	3,500.00	1,071.00	2,429.00
100-1500-15-523500 Travel Expenses	0.00	2,157.40	4,000.00	5,204.59	(1,204.59)
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	789.00	5,211.00
100-1500-15-523850 Contracted Labor	0.00	200.00	1,600.00	400.00	1,200.00
100-1500-15-531100 Office/Operating Supplies	0.00	839.57	9,000.00	4,872.80	4,127.20
100-1500-15-531110 Tires & Tubes	0.00	0.00	500.00	0.00	500.00
100-1500-15-531130 Postage	0.00	54.48	2,300.00	871.48	1,428.52
100-1500-15-531190 Misc Expense	0.00	0.00	500.00	1,415.25	(915.25)
100-1500-15-531210 Water,Sewer & Garbage Expe	0.00	793.54	6,000.00	5,277.90	722.10
100-1500-15-531220 Natural Gas Expense	0.00	276.48	5,000.00	2,253.99	2,746.01
100-1500-15-531230 Electric Expense	0.00	1,579.28	20,000.00	10,649.67	9,350.33
100-1500-15-531270 Vehicle Gas Expense	0.00	194.95	1,000.00	721.33	278.67
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	0.00	4,000.00	4,913.29	(913.29)
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	498.74	2,600.00	2,068.87	531.13
100-1500-15-543210 Payroll Administrative Fee	0.00	785.74	5,300.00	3,503.71	1,796.29
100-1500-15-571000 Intergovernmental Payments	0.00	15,000.00	15,000.00	15,000.00	0.00
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	2,042.00	2,000.00	2,042.00	(42.00)

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
For General Fund (100)
For the Fiscal Period 2026-7 Ending July 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
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
100-2650-26-521304 Contract Services - Court	0.00	1,323.15	16,000.00	7,390.05 \$	8,609.95
100-2650-26-571000 Monthly Fine Payments	0.00	8,982.18	50,000.00	29,738.48 \$	20,261.52
100-2650-26-571001 Detention Center Fine Paymen	0.00	2,736.21	16,000.00	9,617.01 \$	6,382.99
100-2650-26-571002 Refunds-Court Fines	0.00	40.00	1,000.00	124.00 \$	876.00
100-2650-26-572600 Fees paid to GA POA&B Fund	0.00	3,211.00	16,000.00	14,213.66 \$	1,786.34
100-3200-32-511100 Salaries	0.00	77,122.92	729,000.00	404,795.74 \$	324,204.26
100-3200-32-512100 Group Insurance	0.00	12,433.57	237,000.00	114,688.47 \$	122,311.53
100-3200-32-512200 FICA	0.00	5,602.53	54,369.00	29,179.35 \$	25,189.65
100-3200-32-512402 Peace Officers Retirement	0.00	280.00	4,030.00	2,450.00 \$	1,580.00
100-3200-32-512405 PTSD Ins.	0.00	0.00	0.00	814.00 \$	0.00
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	0.00	16,000.00	7,978.34 \$	8,021.66
100-3200-32-523100 Property/Liability Ins	0.00	35,707.29	33,560.00	44,097.29 \$	(10,537.29)
100-3200-32-523200 Telephone Expense	0.00	891.30	10,900.00	6,399.42 \$	4,500.58
100-3200-32-523500 Travel expenses	0.00	0.00	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	1,050.00 \$	750.00
100-3200-32-531100 Office/Operating Supplies	0.00	84.44	8,000.00	1,708.76 \$	6,291.24
100-3200-32-531110 Tires and Tubes	0.00	66.00	6,000.00	2,240.88 \$	3,759.12
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	0.00	1,500.00	263.73 \$	1,236.27
100-3200-32-531220 Natural Gas Expense	0.00	105.81	1,500.00	700.81 \$	799.19
100-3200-32-531230 Electric Expense	0.00	633.57	6,600.00	2,734.75 \$	3,865.25
100-3200-32-531270 Vehicle Gas Expense	0.00	4,675.63	45,000.00	30,204.47 \$	14,795.53
100-3200-32-531335 Uniforms	0.00	64.12	7,000.00	4,435.45 \$	2,564.55
100-3200-32-531700 Other Supplies	0.00	0.00	2,200.00	1,172.00 \$	1,028.00
100-3200-32-542200 Vehicle Purchases	0.00	0.00	70,000.00	63,671.84 \$	6,328.16
100-3200-32-542300 Furniture & Fixtures	0.00	0.00	500.00	0.00 \$	500.00
100-3200-32-542400 Computer Equipment	0.00	987.90	3,000.00	987.90 \$	2,012.10
100-3200-32-542500 Other Equipment	0.00	0.00	500.00	0.00 \$	500.00
100-3200-32-543201 Leased Equipment	0.00	0.00	21,000.00	336.96 \$	20,663.04
100-3200-32-543210 Contracted Fee	0.00	37.17	8,800.00	7,770.19 \$	1,029.81
100-3500-35-511100 Salaries	0.00	54,199.10	527,360.00	261,984.32 \$	265,375.68
100-3500-35-512100 Group Insurance	0.00	8,248.33	108,000.00	60,298.84 \$	47,701.16
100-3500-35-512200 FICA	0.00	3,899.01	40,343.00	18,844.57 \$	21,498.43
100-3500-35-512403 Firefighters Pension Fund	0.00	125.00	1,200.00	750.00 \$	450.00
100-3500-35-512404 Firefighter's Cancer Ins	0.00	0.00	2,500.00	1,907.38 \$	592.62
100-3500-35-512405 PTSD Ins.	0.00	0.00	0.00	883.50 \$	0.00
100-3500-35-522200 Repairs and Maintenance	0.00	3,100.00	3,000.00	3,928.11 \$	(928.11)
100-3500-35-522210 Vehicle Repairs and Maintena	0.00	1,272.72	10,000.00	6,938.84 \$	3,061.16
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	5,094.90	15,572.00	8,987.90 \$	6,584.10
100-3500-35-523200 Telephone Expense	0.00	357.63	6,500.00	3,199.92 \$	3,300.08
100-3500-35-523500 Travel Expenses	0.00	0.00	2,000.00	566.97 \$	1,433.03
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	414.68 \$	1,085.32

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
For General Fund (100)
For the Fiscal Period 2026-7 Ending July 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
100-3500-35-531100 Office Supplies	0.00	111.31	2,000.00	1,101.69	\$ 898.31
100-3500-35-531106 First Responder Supplies	0.00	81.58	3,000.00	2,054.77	\$ 945.23
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
100-3500-35-531210 Water,Sewer & Garbage Expe	0.00	37.50	2,000.00	916.84	\$ 1,083.16
100-3500-35-531220 Natural Gas Expense	0.00	105.80	2,000.00	911.74	\$ 1,088.26
100-3500-35-531230 Electric Expense	0.00	633.56	7,000.00	2,734.71	\$ 4,265.29
100-3500-35-531270 Vehicle Gas Expense	0.00	1,008.92	6,500.00	4,859.07	\$ 1,640.93
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	5,335.27	\$ 4,664.73
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	0.16	1,000.00	440.99	\$ 559.01
100-4200-42-511100 Salaries	0.00	26,232.72	221,000.00	123,154.54	\$ 97,845.46
100-4200-42-512100 Group Insurance	0.00	5,473.04	95,250.00	44,574.71	\$ 50,675.29
100-4200-42-512200 FICA	0.00	1,833.03	16,907.00	8,552.49	\$ 8,354.51
100-4200-42-522200 Repairs and Maintenance	0.00	0.00	7,000.00	4,118.08	\$ 2,881.92
100-4200-42-522210 Vehicle Repairs and Maintena	0.00	547.29	4,000.00	1,406.29	\$ 2,593.71
100-4200-42-522211 Equip-Repairs and Maintenanc	0.00	620.41	7,000.00	7,319.35	\$ (319.35)
100-4200-42-523100 Property/Liability Ins.	0.00	10,297.35	5,024.00	11,659.04	\$ (6,635.04)
100-4200-42-523200 Telephone Expense	0.00	88.99	1,100.00	622.93	\$ 477.07
100-4200-42-523700 Education & Training	0.00	0.00	500.00	0.00	\$ 500.00
100-4200-42-524260 Street Lights	0.00	7,286.09	90,000.00	52,545.75	\$ 37,454.25
100-4200-42-524530 Solid Waste Disposal	0.00	192.96	500.00	458.79	\$ 41.21
100-4200-42-531100 Operating Supplies	0.00	922.54	11,000.00	4,761.16	\$ 6,238.84
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	0.00	1,000.00	585.51	\$ 414.49
100-4200-42-531230 Electric Expense	0.00	169.07	0.00	1,167.83	\$ 0.00
100-4200-42-531270 Vehicle Gas Expense	0.00	1,428.27	7,000.00	5,186.77	\$ 1,813.23
100-4200-42-531335 Uniforms	0.00	29.05	4,000.00	1,462.32	\$ 2,537.68
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	\$ 353,977.30	\$ 3,179,659.00	\$ 1,761,874.25	\$ 1,417,784.75
 General Fund Excess of Revenues Over Expenditures	 \$ 0.00	 \$ (134,900.49)	 \$ (1,000.00)	 \$ 149,941.74	 \$ (150,941.74)

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
For Downtown Development Authority (160)
For the Fiscal Period 2026-7 Ending July 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
160-0000-00-361000 Interest Income	\$ 0.00	\$ 12.18	\$ 100.00	\$ 82.88	\$ 17.12
Total Downtown Development Authority Revenues	\$ 0.00	\$ 12.18	\$ 100.00	\$ 82.88	\$ 17.12
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	\$ 12.18	\$ 0.00	\$ 82.88	\$ 0.00

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
For Confiscated Assets-Police (210)
For the Fiscal Period 2026-7 Ending July 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 2026-7 Ending July 31, 2026

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
220-0000-00-313100 Cash Bonds	\$ 0.00	\$ 9,391.00	\$ 55,000.00	\$ 45,088.00	\$ 9,912.00
220-0000-00-361000 Interest Income	0.00	17.86	600.00	106.47	493.53
Total Bond Escrow Account Revenues	\$ 0.00	\$ 9,408.86	\$ 55,600.00	\$ 45,194.47	\$ 10,405.53

Expenditures

220-2200-22-571002 Refunds-Court Fines	\$ 0.00	\$ 1,580.00	\$ 0.00	\$ 852.00	\$ 0.00
220-2200-22-613100 bond - transfer to Superior Co	0.00	0.00	1,500.00	4,543.00	(3,043.00)
Total Bond Escrow Account Expenditures	\$ 0.00	\$ 1,580.00	\$ 1,500.00	\$ 5,395.00	\$ (3,895.00)

Bond Escrow Account Excess of Revenues Over Expen	\$ 0.00	\$ 7,828.86	\$ 54,100.00	\$ 39,799.47	\$ 14,300.53
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City of Ellijay
Statement of Revenue and Expenditures

Original Budget
For Automobile Reserve (230)
For the Fiscal Period 2026-7 Ending July 31, 2026

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget Amount
Revenues										
230-0000-00-361000	Interest Income	\$	0.00	\$	16.90	\$	400.00	\$	115.03	\$ 284.97
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	\$	16.90	\$	12,400.00	\$	115.03	\$ 12,284.97
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	\$	16.90	\$	(15,000.00)	\$	115.03	\$ (15,115.03)

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
For Technology Surcharge Fund (240)
For the Fiscal Period 2026-7 Ending July 31, 2026

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget Amount
Revenues										
240-0000-00-351173	Technology Surcharge	\$	0.00	\$	2,218.36	\$	30,700.00	\$	17,197.53	\$ 13,502.47
240-0000-00-361000	Interest Income		0.00		16.39		200.00		125.91	\$ 74.09
Total Technology Surcharge Fund Revenues		\$	0.00	\$	2,234.75	\$	30,900.00	\$	17,323.44	\$ 13,576.56
Expenditures										
240-2650-26-521304	Contract Services - Court	\$	0.00	\$	4,200.00	\$	0.00	\$	15,000.00	\$ 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	\$	4,200.00	\$	14,700.00	\$	15,000.00	\$ (300.00)
Technology Surcharge Fund Excess of Revenues Over		\$	0.00	\$	(1,965.25)	\$	16,200.00	\$	2,323.44	\$ 13,876.56

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
 For Multiple Grant Fund (250)
 For the Fiscal Period 2026-7 Ending July 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	\$ 0.00	\$ 55,000.00	\$ 60,068.42	\$ (5,068.42)
250-0000-00-361000 Interest Income	0.00	207.11	1,200.00	966.28	233.72
Total Multiple Grant Fund Revenues	\$ 0.00	\$ 207.11	\$ 56,200.00	\$ 61,034.70	\$ (4,834.70)
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	 \$ 207.11	 \$ 0.00	 \$ 61,034.70	 \$ 0.00

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
For Hotel/Motel Fund (275)
For the Fiscal Period 2026-7 Ending July 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	\$ 6,002.77	\$ 50,000.00	\$ 33,671.19	\$ 16,328.81
275-0000-00-361000 Interest Income		0.00	214.34	1,700.00	1,521.86	178.14
Total Hotel/Motel Fund Revenues	\$	0.00	\$ 6,217.11	\$ 51,700.00	\$ 35,193.05	\$ 16,506.95
Expenditures						
275-1500-15-572500 Fees paid to Chamber of Com	\$	0.00	\$ 2,626.21	\$ 36,700.00	\$ 14,781.15	\$ 21,918.85
275-2750-27-531102 Fireworks		0.00	12,550.00	15,000.00	25,100.00	(10,100.00)
Total Hotel/Motel Fund Expenditures	\$	0.00	\$ 15,176.21	\$ 51,700.00	\$ 39,881.15	\$ 11,818.85
 Hotel/Motel Fund Excess of Revenues Over Expenditure	\$	0.00	\$ (8,959.10)	\$ 0.00	\$ (4,688.10)	\$ 0.00

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
 For Cemetery Fund (276)
 For the Fiscal Period 2026-7 Ending July 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	\$ 9,750.00	\$ 5,000.00	\$ 14,250.00	\$ (9,250.00)
276-0000-00-361000 Interest Income	0.00	223.86	2,400.00	2,986.41	(586.41)
Total Cemetery Fund Revenues	\$ 0.00	\$ 9,973.86	\$ 7,400.00	\$ 17,236.41	\$ (9,836.41)
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	1,500.00	0.00	3,600.00	0.00
Total Cemetery Fund Expenditures	\$ 0.00	\$ 1,500.00	\$ 7,400.00	\$ 3,600.00	\$ 3,800.00
Cemetery Fund Excess of Revenues Over Expenditures	\$ 0.00	\$ 8,473.86	\$ 0.00	\$ 13,636.41	\$ 0.00

City of Ellijay
Statement of Revenue and Expenditures

Original Budget
For SPLOST (321)
For the Fiscal Period 2026-7 Ending July 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	\$ 50,726.22	\$ 500,000.00	\$ 319,135.24	\$ 180,864.76
321-0000-00-361000	Interest Income	0.00	1,958.59	2,000.00	11,840.74	(9,840.74)
Total SPLOST Revenues		\$ 0.00	\$ 52,684.81	\$ 502,000.00	\$ 330,975.98	\$ 171,024.02
Expenditures						
321-4200-42-522200	Repairs and Maintenance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 170.80	\$ 0.00
321-4200-42-523600	Dues,Fees & Subscriptions	0.00	187.50	0.00	187.50	0.00
321-4200-42-531100	Office/Operating Supplies	0.00	0.00	0.00	112.50	0.00
321-4200-42-534221	Street Maintenance	0.00	0.00	400,000.00	3,868.64	396,131.36
321-4200-42-541225	Parks & Recreation	0.00	0.00	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	\$ 187.50	\$ 502,000.00	\$ 5,645.35	\$ 496,354.65
SPLOST Excess of Revenues Over Expenditures		\$ 0.00	\$ 52,497.31	\$ 0.00	\$ 325,330.63	\$ 0.00

City of Ellijay
Statement of Revenue and Expenditures
Original Budget

For the Fiscal Period 2026-7 Ending July 31, 2026

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget Amount
Total Revenues	\$	0.00	\$	299,832.39	\$	3,894,959.00	\$	2,418,971.95	\$	1,475,987.05
Total Expenditures	\$	0.00	\$	376,621.01	\$	3,840,673.00	\$	1,831,395.75	\$	2,009,277.25
Total Excess of Revenues Over Expenditures	\$	0.00	\$	(76,788.62)	\$	54,286.00	\$	587,576.20	\$	(533,290.20)

Ellijay Fire Monthly Report

Jul. 2026

Calls	Total	M/A	Auto. Aid	Comments
EMS	57			
MVA	1		1	
Extrication	0			
LZ	1			
Structure Fire	1		1	
Car Fire	0			
Brush Fire	0			
Acres Involved	0			
Fire Alarm	6			
Tree Down	12	1	2	
Haz-Mat	1			
Rescue	1			
Service Call	3			Water main break, Welfare Check, Illegal burn
Blood Draw	1			
Other	0			
Total	84			
of which were M/A	1			
of which were Auto. Aid	4			
Mileage				
R-15	378			
E-15	136			
Q-15	37			
P-15	12			
FC-15				
102				



ELLIJAY POLICE DEPARTMENT

MONTHLY REPORT - JULY 2026

Presented August 2026



Executive Summary

During July 2026, the Ellijay Police Department documented **99 total reports**, including **83 incident reports** and **15 crash reports**. The department made **9 arrests** and recorded **288 traffic enforcement contacts**, including **99 citations** and **189 warnings**.

Year-to-date, the department has documented 656 total reports, 137 crash reports, 66 arrests, and 2427 traffic enforcement contacts.

Alarm calls remain the most prevalent grouped offense/call category through July with 82 entries. Parking violations remain a council-relevant trend, with 7 entries in July and 60 year-to-date in the Criminal Offense Summary Report.

Activity Overview

Category	July 2026	Year to Date
Total Reports	99	656
Incident Reports	83	510
Crash Reports	15	137
Use of Force Reports	1	9
Domestic Violence Reports	0	6
Arrests	9	66
Citations / Non-Warnings	99	798
Warnings	189	1,629
Traffic Enforcement Contacts	288	2,427



ELLIJAY POLICE DEPARTMENT

MONTHLY REPORT - JULY 2026

Presented August 2026



Traffic Enforcement

Traffic enforcement activity totaled 288 contacts during July, including 99 citations and 189 warnings. The most prevalent enforcement categories were speeding / too fast for conditions, tag and registration violations, equipment / lighting violations, stop / yield / traffic-control violations, and lane violations. Year-to-date, the department has recorded 2427 traffic enforcement contacts, including 798 citations and 1629 warnings.

Traffic Enforcement - Most Prevalent Grouped Categories

Category	July Total	July Citations	July Warnings	YTD Total	YTD Citations	YTD Warnings
Speeding / Too Fast for Conditions	76	44	32	705	354	351
Tag / Registration	57	9	48	401	73	328
Equipment / Lighting	36	2	34	329	9	320
Stop / Yield / Traffic Control	29	5	24	240	44	196
Lane Violations	24	4	20	167	34	133
License-Related	13	3	10	130	41	89
Distracted Driving / Wireless Device	6	0	6	151	74	77
Parking / Stopping	15	14	1	53	50	3
DUI	6	6	0	26	26	0
MPOHV / ATV	0	0	0	9	0	9
All Other Charges	26	12	14	216	93	123
Total eTickets	288	99	189	2,427	798	1,629



ELLIJAY POLICE DEPARTMENT

MONTHLY REPORT - JULY 2026

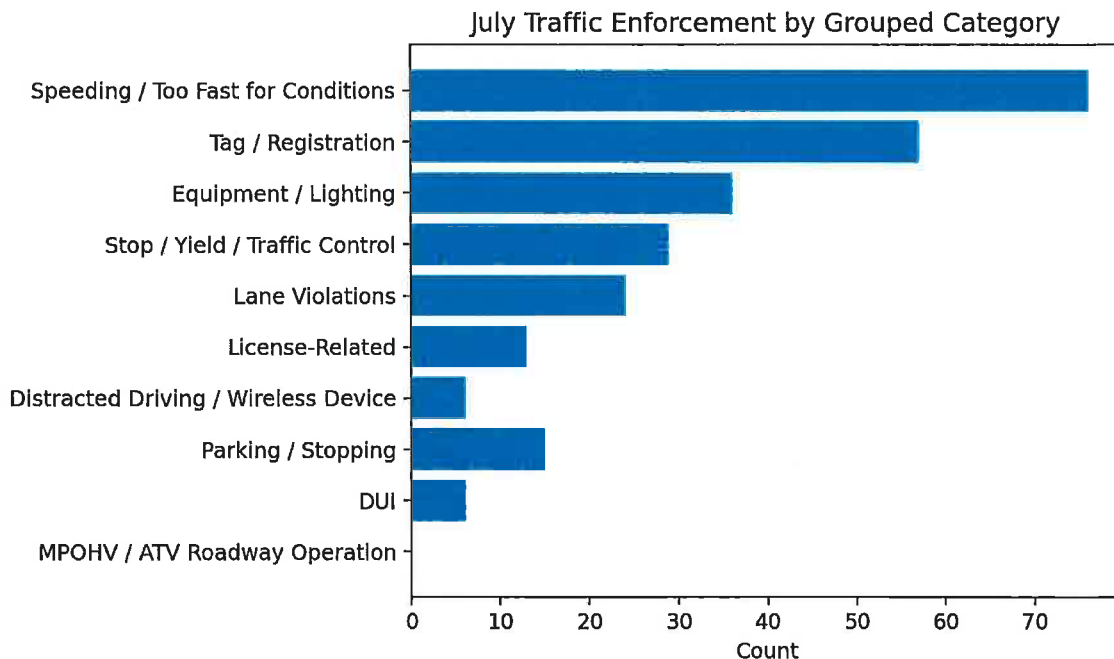
Presented August 2026



Officer Traffic Enforcement Activity

Traffic enforcement by State officers (GSP/MCC) are grouped separately and kept out of city officer individual totals.

Officer	July Citations	July Warnings	July Total	YTD Citations	YTD Warnings	YTD Total
J. B. Hill	43	41	84	247	279	526
L. A. O'Neal	16	54	70	114	480	594
D. K. Young	1	47	48	92	280	372
K. T. Hensley	11	27	38	108	271	379
T. G. McClure	15	11	26	135	205	340
J. T. Morris	7	9	16	46	96	142
J. M. Chastain	0	0	0	9	17	26
S. M. Westmoreland	0	0	0	4	0	4
G. R. Grace	0	0	0	1	1	2
State Officers	6	0	6	42	0	42
Total	99	189	288	798	1,629	2,427



Highway Safety Summary

Category	July 2026	Year to Date
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ELLIJAY POLICE DEPARTMENT

MONTHLY REPORT - JULY 2026

Presented August 2026



Speeding	44	354
DUI	6	25
Distracted Driving	0	68
Seat Belt	0	10
Suspended/Revoked License	1	7
Reckless Driving	0	2
Uninsured Motorist	1	15
Unknown Citations	0	64
Other Citations	47	232
Warnings	189	1,629
Crash Reports	15	137

Crash Report Analysis

The department handled 15 crash reports during July, compared to 28 in June. Year-to-date, the department has handled 137 crash reports. The July crash count was lower than the prior month, but crash activity remains a major operational category due to its impact on patrol workload, traffic control, and report-processing time.

Crash Report Type	July Count
Standard	8
Private Property	7
Most Frequent July Crash Locations / Corridors	Count
River St	3
125 Industrial Blvd	2
449 Industrial Blvd	1
Dalton St	1
S Side Square	1
51 River St	1
84 River St	1
26 River Ter	1



ELLIJAY POLICE DEPARTMENT

MONTHLY REPORT - JULY 2026

Presented August 2026



Offense / Call Category Analysis

Alarm Calls continue to be the largest call for service received by the agency. Parking violations continue as the second largest. About moving traffic enforcement, we continue to have a large number of drivers arrested for driving without a license or for driving while license suspended or revoked.

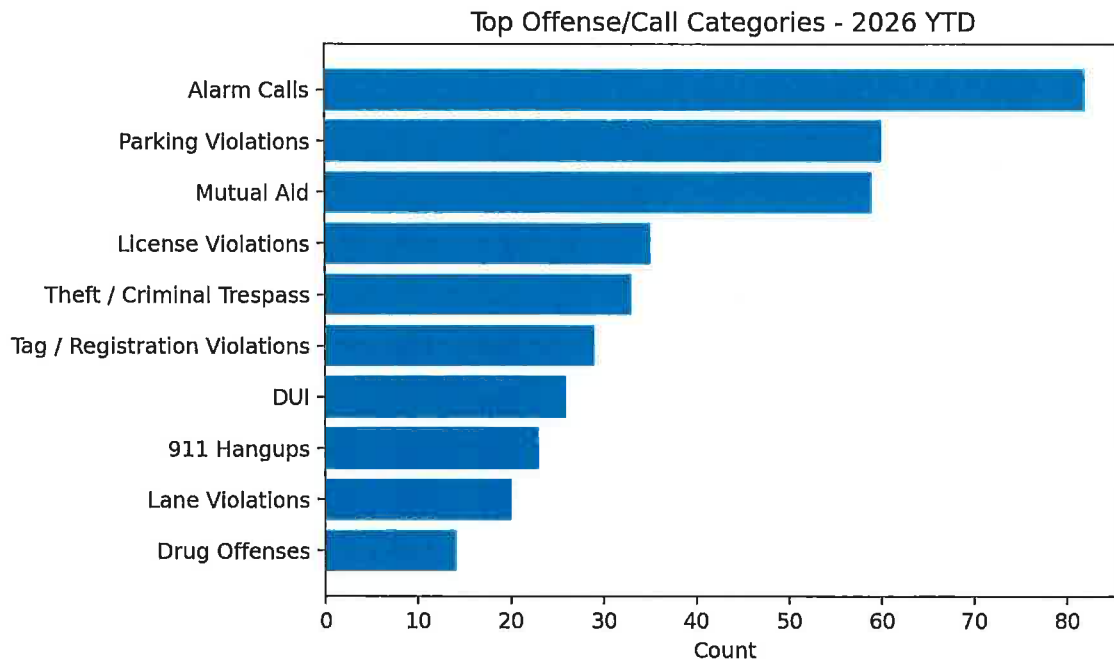
Grouped Category	July 2026	YTD	Projected 2026
Alarm Calls	16	82	141
Parking Violations	7	60	103
Mutual Aid	9	59	101
License Violations	3	35	60
Theft / Criminal Trespass	9	33	57
Tag / Registration Violations	3	29	50
DUI	7	26	45
911 Hangups	1	23	39
Lane Violations	4	20	34
Drug Offenses	1	14	24
Open Door	0	13	22
Open Container	4	13	22
Speeding / Too Fast for Conditions	0	11	19
Warrants / Failure to Appear	1	10	17
Equipment / Lighting	2	10	17
Disorderly / Public Order	1	9	15
Hit and Run / Duty Upon Striking	1	9	15
Insurance Violations	0	8	14
Stop / Yield / Traffic Control	1	8	14
Public Intoxication / Pedestrian Under Influence	2	7	12



ELLIJAY POLICE DEPARTMENT

MONTHLY REPORT - JULY 2026

Presented August 2026



Parking Violation Detail

Parking violations continue to be highlighted due to council interest in downtown parking, traffic flow, and public access. The Criminal Offense Summary Report shows 7 parking-related entries in July and 60 year-to-date. The eTickets report shows 15 July parking/stopping contacts, including 14 citations and 1 warning(s).

Parking Measure	July 2026	Year to Date
Citations – Parking / Stopping	14	50
Warnings – Parking / Stopping	1	3
Total Parking / Stopping	15	53



ELLIJAY POLICE DEPARTMENT

MONTHLY REPORT - JULY 2026

Presented August 2026



Year-Over-Year Offense Trend

Grouped Category	Jan-Jul 2025	Jan-Jul 2026	Change	% Change
Alarm Calls	68	82	14	+21%
Parking Violations	13	62	49	+377%
Mutual Aid	53	60	7	+13%
Lane Violations	24	38	14	+58%
License Violations	44	37	-7	-16%
DUI	30	35	5	+17%
Theft / Criminal Trespass	19	33	14	+74%
Stop / Yield / Traffic Control	35	33	-2	-6%
Tag / Registration Violations	28	32	4	+14%
911 Hangups	22	23	1	+5%
Hit and Run / Duty Upon Striking	21	19	-2	-10%
Drug Offenses	22	16	-6	-27%

The most significant year-over-year change remains parking violations, which increased from 13 entries during January-July 2025 to 62 during January-July 2026. Alarm calls remain the largest overall grouped category, increasing from 68 to 82 over the same period.

Use of Force

There was 1 use-of-force report during July and 9 year-to-date. The July use-of-force entry involved Officer Young who responded to assist East Ellijay in a mutual aid call of a fight in progress at the Pub. The East Ellijay officer attempted to arrest a drunken person for disorderly and the person resisted. Officer Young grabbed the subject's arms and pulled him down to the ground. The subject hit the ground and appeared to be unconscious but awoke in 45 seconds or so. The officers called for EMS who evaluated the subject and stated he was cleared to go to jail. No officer was injured.



ELLIJAY POLICE DEPARTMENT

MONTHLY REPORT - JULY 2026

Presented August 2026



Arrest Age / Race / Sex Analysis

There were 9 arrests during July. By race, 8 arrestees were white and 1 was black. By sex, 7 arrestees were male and 2 were female. The most common July arrest age groups were 21-25 and 26-30, each with 3 arrests. Year-to-date, there have been 66 arrests, including 58 white arrestees and 8 black arrestees. Males account for 50 year-to-date arrests, while females account for 16. The most common year-to-date arrest age group is 26-30.

Race	July 2026	July %	Year to Date	YTD %
White	8	88.9%	58	87.9%
Black	1	11.1%	8	12.1%
Other / Unknown	0	0.0%	0	0.0%
Sex	July 2026	July %	Year to Date	YTD %
Male	7	77.8%	50	75.8%
Female	2	22.2%	16	24.2%
Other / Unknown	0	0.0%	0	0.0%
Age Group	July 2026		Year to Date	
18-20	0		3	
21-25	3		12	
26-30	3		15	
31-35	0		7	
36-40	0		8	
41-45	0		6	
46-50	1		2	
51-55	0		5	
56-60	2		6	
61-65	0		2	

Citation / Warning Age, Race, and Sex Analysis

The July citation race/sex/age report captured 276 traffic enforcement records. The official July traffic enforcement total remains 288 contacts, with the difference likely caused by records not captured or coded in the demographic analysis. Year-to-date, the demographic analysis captured 2,390 records compared to the official total of 2427 contacts.

Of the 276 analyzed July records, 249 involved white drivers, 12 black drivers, 5 Hispanic drivers, 3 Asian drivers, and 7 unknown or uncoded records. Males accounted for 170 records, females accounted for 105, and one record had unknown sex coding. The most common July age group was 26-30, followed by 46-50. A descriptive review of the July and year-to-date demographic data did not identify any unusual monthly deviation requiring additional review.



ELLIJAY POLICE DEPARTMENT

MONTHLY REPORT - JULY 2026

Presented August 2026



Race	July 2026	July %	Year to Date	YTD %
White	249	90.2%	2,100	87.9%
Black	12	4.3%	111	4.6%
Hispanic	5	1.8%	106	4.4%
Asian	3	1.1%	21	0.9%
Unknown / Uncoded	7	2.5%	52	2.2%
Sex	July 2026	July %	Year to Date	YTD %
Male	170	61.6%	1,495	62.6%
Female	105	38.0%	894	37.4%
Unknown	1	0.4%	1	0.0%
Age Group	July 2026		Year to Date	
16-17	8		73	
18-20	25		227	
21-25	29		289	
26-30	37		277	
31-35	29		229	
36-40	27		215	
41-45	25		234	
46-50	32		173	
51-55	9		178	
56-60	23		157	
61-65	9		108	
65+	22		223	
Unknown/Uncoded	1		1	



ELLIJAY POLICE DEPARTMENT

MONTHLY REPORT - JULY 2026

Presented August 2026



Flock / ALPR Investigative Use

A monthly audit was conducted of the city's ALPR camera network over the past 30 days and found no suspicious searches and that all searches and use of the system were in accordance with agency policy.

The agency's public facing transparency portal is now live and can be accessed using this link:

<https://transparency.flocksafety.com/ellijay-ga-pd>

Of the vehicles registered by our network, the system logged 1,346,619 total vehicles reads (10,293,323 year to date). In the past thirty days, the agency received 64,105 hotlist notifications (such as expired tag, no insurance, warrants, etc). The total number of alert notifications received by the agency (by type) are as follows:

Alert Type	Number
Expired Tag	53,211
Non-owned Custom Hotlist Alert	4,716
Suspended Registration	4,665
Protection Order	686
Sex Offender	602
Stolen Plate	114
Stolen Vehicle	84
Warrants	13
Custom (internal) Hotlist Alert	5
CPIC (Canadian NCIC/GCIC)	4
Missing Person	3
Gang or Suspected Terrorist	1
Violent Person	1

In July, there were three cases involving searches conducted by EPD officers. One was for suspended registration which resulted in a DUI arrest. One was regarding a theft from Southern Pipe and Supply which resulted in identifying the suspect and subsequent return of stolen items (victim did not wish to prosecute). The last was in conjunction with a BOLO issued by Gilmer 911 which did not have any successful results.

RE: Monthly Code Enforcement Update

Building/Construction	Building Permits	Land Disturbing Permits	Building Planning Meetings	Inspections
	5	0	4	17

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

Housing & General Code Enforcement	Verbal Warnings	Written Warnings	Complaint Mediation	Citations
	6	4	1	2

Andrew Mathis, Code Enforcement Officer

Permits:

1007 – 9110 Hwy 515 – commercial building
1008 – 482 Legion Rd – pool
1009 – 32 McCutchen St – school
1010 – 1216 Progress Rd – garage
1011 – 79 Vista Dr - pool

Ongoing

112 Oak Valley Ct – erosion control – citation
88 Bob Pinson St – STR - citation

Resolution No: _____

**A RESOLUTION OF THE CITY COUNCIL OF ELLIJAY RESCINDING PRIOR
COUNCIL ACTION PURPORTING TO APPROVE SHORT-TERM RENTAL
USE AT 98 SUMMIT VIEW LANE**

WHEREAS, the City of Ellijay, Georgia (hereinafter referred to as the “City”) is a municipal corporation of the State of Georgia, acting by and through its Mayor and Council; and

WHEREAS, the Mayor and Council are responsible for conducting City business in accordance with the City Charter, applicable ordinances, and the laws of the State of Georgia; and

WHEREAS, the City received an appeal related to short-term rental use at 98 Summit View Lane, Ellijay, Georgia, being a property located within the City and currently owned by Simone B. Knight and Raymond G. Knight; and

WHEREAS, on or about June 15, 2026, the Mayor and Council took action purporting to approve, authorize, permit, or otherwise allow short-term rental use at the property located at 98 Summit View Lane, Ellijay, Georgia (hereinafter referred to as the “Prior STR Action”); and

WHEREAS, following further review of Chapter 60 of the Code of Ordinances for the City of Ellijay and other applicable laws, the Mayor and Council have determined that the Prior STR Action was not legally effective and should be treated as void because it was taken without proper legal authority, procedure, or compliance with the applicable City ordinance; and

WHEREAS, 98 Summit View Lane, Ellijay, Georgia is in a residential zoning district, being zoned R-1, and Chapter 60-3 prohibits short-term rentals in this zoning district; and

WHEREAS, Chapter 60-3(d) requires that 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; and

WHEREAS, the inspection set forth above pursuant to Chapter-60-3(d) did not take place prior to the June 15, 2026 meeting; and

WHEREAS, Chapter 60-3(e)(2) further requires that 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 rentals; and

WHEREAS, said property was not inspected prior to the June 15, 2026, meeting to see if said parking requirement is met; and

WHEREAS, the requirements of Section 60-6(i) were not satisfied before the Mayor and Council took action on June 15, 2026, because the owners of the property located at 98 Summit View Lane, Ellijay, Georgia, did not submit an application for a conditional use permit; the owners of residential property located within 500 feet of the proposed short-term rental were not notified of the hearing or given an opportunity to file objections to the proposed use; and, because the property is located within a subdivision, all property owners within the subdivision were not given an opportunity to file objections to the proposed short-term-rental use; and

WHEREAS, the Mayor and Council desire to clarify the City's official position and records by rescinding the Prior STR Action and declaring that such action is void and of no force or effect; and

WHEREAS, on July 29, 2026, the property owners herein identified were provided notice via email and certified mail that the Mayor and Council would consider this Resolution at a public meeting on August 17, 2026, and the property owners were afforded an opportunity to attend and be heard, subject to the City's rules of procedure; and

WHEREAS, all meetings and official actions of the Council are subject to requirements of the Georgia Open Meetings Act, including the requirement that votes be taken in public after due notice and in compliance with applicable posting and agenda requirements, as set forth in O.C.G.A. § 50-14-1; and

WHEREAS, the Mayor and Council find that adoption of this Resolution is in the best interest of the City and is necessary to ensure that City approvals, permits, authorizations, and official actions are taken only in accordance with the City Charter, ordinances, applicable laws, and procedures; and

WHEREAS, it is advantageous to the welfare of the residents of the City that the City of Ellijay adopt a Resolution authorizing the same;

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Ellijay, Georgia, do hereby find:

1. The recitals set forth above are hereby incorporated into and made a part of this Resolution as findings of the Mayor and Council;
2. Based on the findings stated above and the administrative record identified in this Resolution, the Mayor and Council hereby rescind the action taken on June 15, 2026, purporting to approve, authorize, permit, or otherwise allow short-term rental use at the property located at 98 Summit View Lane, Ellijay, Georgia, currently owned by Simone B. Knight and Raymond G. Knight, is hereby rescinded, declared void, and deemed to be of no force or effect because that action authorized a use not permitted under the City Code and was taken without satisfaction of the mandatory procedures and prerequisites;
3. The Mayor and Council find and declare that the Prior STR Action did not create any vested right, entitlement, permit, license, approval, authorization, or continuing right to use 98 Summit View Lane, Ellijay, Georgia as a short-term rental;
4. The City Clerk is authorized and directed to provide a copy of this adopted Resolution to the owners of 98 Summit View Lane, Ellijay, Georgia;
5. Nothing in this Resolution shall prohibit any property owner from submitting a future application, request, or petition concerning short-term rental use, provided that such applicable, request or petition shall be reviewed and considered in accordance with the City's ordinances and applicable law in effect at the time of submission for 98 Summit View Lane, Ellijay, Georgia;
6. All resolutions, motions, approvals, authorizations, or actions of the Mayor and Council in conflict with this Resolution are hereby repealed, rescinded, and superseded to the extent of such conflict as it relates to 98 Summit View Lane, Ellijay, Georgia;
7. If any section, subsection, sentence, clause, or phrase of this Resolution is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

ADOPTED AND APPROVED on the ____ day August, 2026, at a regular meeting of the Mayor and Council of the City of Ellijay.

ATTEST:

City Clerk

Al Hoyle, Mayor

Al Fuller

Thomas Griffith

Tom Crawford

Kevin Pritchett

Claudia Penland

Resolution No: _____

**A RESOLUTION OF THE CITY COUNCIL OF ELLIJAY RESCINDING PRIOR
COUNCIL ACTION PURPORTING TO APPROVE SHORT-TERM RENTAL
USE AT 42 SUMMIT VIEW LANE**

WHEREAS, the City of Ellijay, Georgia (hereinafter referred to as the “City”) is a municipal corporation of the State of Georgia, acting by and through its Mayor and Council; and

WHEREAS, the Mayor and Council are responsible for conducting City business in accordance with the City Charter, applicable ordinances, and the laws of the State of Georgia; and

WHEREAS, the City received an appeal related to short-term rental use at 42 Summit View Lane, Ellijay, Georgia, being a property located within the City and currently owned by 42 Summit View Lane, LLC, a Georgia Limited Liability Company as Trustee of 42 Summit View Lane Revocable Trust; and

WHEREAS, on or about April 20, 2026, the Mayor and Council took action purporting to approve, authorize, permit, or otherwise allow short-term rental use at the property located at 42 Summit View Lane, Ellijay, Georgia (hereinafter referred to as the “Prior STR Action”); and

WHEREAS, following further review of Chapter 60 of the Code of Ordinances for the City of Ellijay and other applicable laws, the Mayor and Council have determined that the Prior STR Action was not legally effective and should be treated as void because it was taken without proper legal authority, procedure, or compliance with the applicable City ordinance; and

WHEREAS, 42 Summit View Lane, Ellijay, Georgia is in a residential zoning district, being zoned R-1, and Chapter 60-3 prohibits short-term rentals in this zoning district; and

WHEREAS, Chapter 60-3(d) requires that 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; and

WHEREAS, the inspection set forth above pursuant to Chapter-60-3(d) did not take place prior to the April 20, 2026 meeting; and

WHEREAS, Chapter 60-3(e)(2) further requires that 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 rentals; and

WHEREAS, said property was not inspected prior to the April 20, 2026, meeting to see if said parking requirement is met; and

WHEREAS, the requirements of Section 60-6(i) were not satisfied before the Mayor and Council took action on April 20, 2026, because the owners of the property located at 42 Summit View Lane, Ellijay, Georgia, did not submit an application for a conditional use permit; the owners of residential property located within 500 feet of the proposed short-term rental were not notified of the hearing or given an opportunity to file objections to the proposed use; and, because the property is located within a subdivision, all property owners within the subdivision were not given an opportunity to file objections to the proposed short-term-rental use; and

WHEREAS, the Mayor and Council desire to clarify the City's official position and records by rescinding the Prior STR Action and declaring that such action is void and of no force or effect; and

WHEREAS, on July 29, 2026, the property owners herein identified were provided notice via email and certified mail that the Mayor and Council would consider this Resolution at a public meeting on August 17, 2026, and the property owners were afforded an opportunity to attend and be heard, subject to the City's rules of procedure; and

WHEREAS, all meetings and official actions of the Council are subject to requirements of the Georgia Open Meetings Act, including the requirement that votes be taken in public after due notice and in compliance with applicable posting and agenda requirements, as set forth in O.C.G.A. § 50-14-1; and

WHEREAS, the Mayor and Council find that adoption of this Resolution is in the best interest of the City and is necessary to ensure that City approvals,

permits, authorizations, and official actions are taken only in accordance with the City Charter, ordinances, applicable laws, and procedures; and

WHEREAS, it is advantageous to the welfare of the residents of the City that the City of Ellijay adopt a Resolution authorizing the same;

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Ellijay, Georgia, do hereby find:

1. The recitals set forth above are hereby incorporated into and made a part of this Resolution as findings of the Mayor and Council;
2. Based on the findings stated above and the administrative record identified in this Resolution, the Mayor and Council hereby rescind the action taken on April 20, 2026, purporting to approve, authorize, permit, or otherwise allow short-term rental use at the property located at 42 Summit View Lane, Ellijay, Georgia, currently owned by 42 Summit View Lane, LLC, a Georgia Limited Liability Company as Trustee of 42 Summit View Lane Revocable Trust, is hereby rescinded, declared void, and deemed to be of no force or effect because that action authorized a use not permitted under the City Code and was taken without satisfaction of the mandatory procedures and prerequisites;
3. The Mayor and Council find and declare that the Prior STR Action did not create any vested right, entitlement, permit, license, approval, authorization, or continuing right to use 42 Summit View Lane, Ellijay, Georgia as a short-term rental;
4. The City Clerk is authorized and directed to provide a copy of this adopted Resolution to the owners of 42 Summit View Lane, Ellijay, Georgia;
5. Nothing in this Resolution shall prohibit any property owner from submitting a future application, request, or petition concerning short-term rental use, provided that such applicable, request or petition shall be reviewed and considered in accordance with the City's ordinances and applicable law in effect at the time of submission for 42 Summit View Lane, Ellijay, Georgia;
6. All resolutions, motions, approvals, authorizations, or actions of the Mayor and Council in conflict with this Resolution are hereby repealed, rescinded, and superseded to the extent of such conflict as it relates to 42 Summit View Lane, Ellijay, Georgia;
7. If any section, subsection, sentence, clause, or phrase of this Resolution is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

ADOPTED AND APPROVED on the ____ day August, 2026, at a regular meeting of the Mayor and Council of the City of Ellijay.

Al Hoyle, Mayor

ATTEST:

Al Fuller

City Clerk

Thomas Griffith

Tom Crawford

Kevin Pritchett

Claudia Penland

DRAFT AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Twenty-eighth» day of «July» in the year «Two Thousand Twenty-Six»

(In words, indicate day, month and year.)

BETWEEN the Landscape Architect's client identified as the Owner:

(Name, legal status, address and other information)

«City of Ellijay»« »
«197 N Main Street
Ellijay, GA 30540»
«Telephone Number: 706-635-4711»
« »

and the Landscape Architect:

(Name, legal status, address and other information)

«Williamson Landscape Architecture dba WLA Studio»«»
«675 Pulaski Street
Suite 1000
Athens, GA 30601»
«Telephone Number: 706-543-5459»
« »

for the following Project:

(Name, location and detailed description)

«Ellijay Mountain Bike Park»
«Letch Drive, Ellijay, GA»
«Design development for a park on 148.11-acre parcel identified by Gilmer County GIS with a Tax Map number of 30661 001. The proposed development will include approximately 6 miles of hiking/biking trails, a gravel parking lot, toilet building, and directional signage.»

The Owner and Landscape Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- 3 SCOPE OF LANDSCAPE ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Landscape Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The Owner wishes to develop a park within a newly acquired city property. The proposed development will include approximately 6 miles of hiking/biking trails, a gravel parking lot to accommodate approximately 10 to 15 vehicles, a primitive vault-style toilet building, and directional signage. The project will be developed on the 148.11-acre parcel identified by Gilmer County GIS with a Tax Map number of 30661 001. The property is located at Letch Drive in Ellijay, Georgia. It is assumed, there is no off-site infrastructure support necessary for the project (e.g., utility, stormwater, line extensions, or turn lanes). It is assumed no utilities are proposed as part of this work. The project site infrastructure is to be designed, permitted, constructed, and closed out in a single phase. The contract for construction will be completed after the permitting phase and will be between the Client and the proposed Contractor. SEE ATTACHMENT A.

§ 1.2 The Owner and Landscape Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Landscape Architect shall appropriately adjust the schedule, the Landscape Architect's services and the Landscape Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 LANDSCAPE ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Landscape Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by Landscape Architects practicing in the same or similar locality under the same or similar circumstances. The Landscape Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Landscape Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Landscape Architect normally maintains, the Owner shall pay the Landscape Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«\$2,000,000 each occurrence/\$4,000,000 aggregate»

.2 Automobile Liability

«\$1,000,000 combined single limit»

.3 Workers' Compensation

«\$1,000,000 each accident»

.4 Professional Liability

«\$1,000,000 each accident/\$2,000,000 aggregate»

ARTICLE 3 SCOPE OF LANDSCAPE ARCHITECT'S BASIC SERVICES

§ 3.1 The Landscape Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Landscape Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Landscape Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Landscape Architect shall provide prompt written notice to the Owner if the Landscape Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Landscape Architect shall submit for the Owner's approval a schedule for the performance of the Landscape Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Landscape Architect or Owner. With the Owner's approval, the Landscape Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Landscape Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Landscape Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Landscape Architect's services.

§ 3.2.2 The Landscape Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Landscape Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Landscape Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Landscape Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Landscape Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Landscape Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Landscape Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Landscape Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Landscape Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Landscape Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Landscape Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Landscape Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services - these Services should be included as Supplemental Services as outlined in ATTACHMENT A

§ 3.4.1 General

§ 3.4.1.1 The Landscape Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Landscape Architect's services under this Agreement unless the Owner and the Landscape Architect amend this Agreement.

§ 3.4.1.2 The Landscape Architect shall advise and consult with the Owner during the Construction Phase Services. The Landscape Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Landscape Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Landscape Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Landscape Architect shall be responsible for the Landscape Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Landscape Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Landscape Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Landscape Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Landscape Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Landscape Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Landscape Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Landscape Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Landscape Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Landscape Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Landscape Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Landscape Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Landscape Architect's certification for payment shall constitute a representation to the Owner, based on the Landscape Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Landscape Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Landscape Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Landscape Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Landscape Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Landscape Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Landscape Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Landscape Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Landscape

Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Landscape Architect shall review and respond to written requests for information about the Contract Documents. The Landscape Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Landscape Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Landscape Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Landscape Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Landscape Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Landscape Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Landscape Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior Landscape Architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Landscape Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

«Should it be determined that a topographic survey is needed for the project, Landscape Architect has included a proposal for a topographic survey that includes: a. DTM topographic information from aerial LIDAR Data. b. Stream centerline to determine stream buffer areas/offsets. c.

Owner will provide the August 2025 boundary survey to the Landscape Architect for use in the topographic survey. Should Permit Level Construction Plans and Permit Coordination be required for the project, the Landscape Architect will prepare these plans and coordinate as outlined in ATTACHMENT A.»

§ 4.2 The Landscape Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Landscape Architect shall notify the Owner. The Landscape Architect shall not provide the Additional Services until the Landscape Architect receives the Owner's written authorization. Except for services required due to the fault of the Landscape Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Landscape Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Landscape Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Landscape Architect has included in Basic Services «» («») visits to the site by the Landscape Architect during construction. The Landscape Architect shall conduct site visits in excess of that amount as an Additional Service.

Should the project go to construction, construction support will include three site visits.

§ 4.2.3 The Landscape Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Landscape Architect shall prepare revisions to the Landscape Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within «» («NaN») months of the date of this Agreement, through no fault of the Landscape Architect, extension of the Landscape Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Landscape Architect. The Owner and the Landscape Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Landscape Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Landscape Architect. Upon the Landscape Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Landscape Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Landscape Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Landscape Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Landscape Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Landscape Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Landscape Architect, the Owner shall furnish the requested information as necessary and relevant for the Landscape Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Landscape Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the

compensation of the Landscape Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Landscape Architect, represent the Landscape Architect's judgment as a design professional. It is recognized, however, that neither the Landscape Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Landscape Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Landscape Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Landscape Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Landscape Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Landscape Architect shall provide such an estimate, if identified as the Landscape Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Landscape Architect, construction procurement activities have not commenced within 90 days after the Landscape Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Landscape Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Landscape Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Landscape Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Landscape Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Landscape Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Landscape Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Landscape Architect could not reasonably anticipate, the Owner shall compensate the Landscape Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Landscape Architect's services shall be without additional compensation. In any event, the Landscape Architect's modification of the Construction Documents shall be the limit of the Landscape Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Landscape Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Landscape Architect and the Landscape Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law,

statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Landscape Architect and the Landscape Architect's consultants.

§ 7.3 The Landscape Architect grants to the Owner a nonexclusive license to use the Landscape Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Landscape Architect shall obtain similar nonexclusive licenses from the Landscape Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Landscape Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Landscape Architect and Landscape Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Landscape Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Landscape Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Landscape Architect and the Landscape Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Landscape Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Landscape Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Landscape Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Landscape Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Landscape Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

arising out of the Landscape Architect's services, the Landscape Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[«X»] Arbitration pursuant to Section 8.3 of this Agreement

[«»] Litigation in a court of competent jurisdiction

[«»] Other: (Specify)

«»

If the Owner and Landscape Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Landscape Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Landscape Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Landscape Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Landscape Architect's option, cause for suspension of performance of services under this Agreement. If the Landscape Architect elects to suspend services, the Landscape Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Landscape Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Landscape Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Landscape Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Landscape Architect shall be compensated for expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Landscape Architect, the Landscape Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Landscape Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Landscape Architect, the Landscape Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Landscape Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Landscape Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Landscape Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«N/A»

.2 Licensing Fee if the Owner intends to continue using the Landscape Architect's Instruments of Service:

«N/A»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Landscape Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Landscape Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Landscape Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Landscape Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Landscape Architect for review at least 14 days prior to the requested dates of execution. The Landscape Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Landscape Architect.

§ 10.6 The Landscape Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. However, the Landscape Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Landscape Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Landscape Architect's Basic Services described under Article 3, the Owner shall compensate the Landscape Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« »

- .2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

«Planning & Preliminary Engineering is a Fixed Fee of Twenty-One Thousand Four Hundred Fifty-Four Dollars (\$21,454) which includes labor and overhead.»

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Landscape Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Landscape Architect as follows:

(Insert amount of, or basis for, compensation.)

«Topographic Survey - See ATTACHMENT A
Permit-Level Construction Plans - Fixed \$75,297
Permit Coordination - Fixed \$18,570
Construction Support - T&M (assumes 3-month
construction schedule) NTE \$3,000
Reimbursable Expenses As Incurred»

§ 11.4 Compensation for Supplemental and Additional Services of the Landscape Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Landscape Architect plus « » percent (« »%), or as follows:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	« »	percent (	« »	%)
Construction Documents	« »	percent (	« »	%)
Phase				
Construction Phase	« »	percent (	« »	%)
« »				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Landscape Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Landscape Architect and the Landscape Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Landscape Architect's and Landscape Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«SEE ATTACHMENT B»

Employee or Category

Rate

« »

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Landscape Architect and the Landscape Architect's consultants directly related

to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Landscape Architect and the Landscape Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Landscape Architect and the Landscape Architect's consultants plus «Twenty» percent («20.00» %) of the expenses incurred.

§ 11.9 Payments to the Landscape Architect

§ 11.9.1 Initial Payment

An initial payment of «Zero Dollars and Zero Cents» (\$ «0.00») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Landscape Architect's invoice. Amounts unpaid «Thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Landscape Architect.
(Insert rate of monthly or annual interest agreed upon.)

«7» % «per annum»

§ 11.9.2.2 The Owner shall not withhold amounts from the Landscape Architect's compensation to impose a penalty or liquidated damages on the Landscape Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Landscape Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Landscape Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Landscape Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Landscape Architect
- .2 Building Information Modeling Exhibit, if completed:

«N/A»

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

«N/A»

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

«ATTACHMENT A and ATTACHMENT B»

This Agreement entered into as of the day and year first written above.

« »

OWNER (Signature)

«Al Hoyle», Mayor»

(Printed name and title)

« »

LANDSCAPE ARCHITECT (Signature)

«Keyes Williamson», Principal Landscape Architect»

(Printed name, title, and license number, if required)



July 7, 2026

Parks and Recreation Selection Committee
City of Ellijay
197 N Main Street
Ellijay, Georgia 30540

CITY OF ELLIJAY – MOUNTAIN BIKING PARK

WLA Studio is pleased to present the City of Ellijay (Client) with the following proposal for design, permitting, and construction observation for a park in Ellijay, Georgia. The Q+A for the proposal indicates that the city intends to construct mountain bike trails at the park, so our team has added North Georgia Mountain Bike Association to consult during the project's preliminary design phase. Integrating this group into our team at the project's outset ensures that the planning and layout of the trails will be mountain-bike-optimized. (Class III single track to Forest Service Standards and constructed to enhance the trail experience specifically for trail bikes.) Our project approach assumes that trails will be designed for beginner-friendly flow, skill progression, and sustainability. If the Client determines a different desired outcome (e.g., that the trails be designed for hiking only or to meet ADA requirements), the design scope and fees would need to be adjusted accordingly. Based on aerial imagery and USGS-level topographic data, we have proposed a preliminary layout for 6 miles of trail to meet the project's program (see attached schematic layout). Costing for construction and design is based on this layout and the following project understanding. This design has not been ground-truthed.

EXAMPLES OF BUILT PROJECTS BY PROJECT TEAM

WLA Studio has designed and permitted numerous park and trail projects in the State of Georgia. Examples include the multi-use paths at Jekyll Island State Park, Big Creek Greenway in Alpharetta, and Midtown Greenway in Gainesville. Importantly, our team is directly engaging a trail-building non-profit to assist in the *planning stage* of the project, and we recommend using this group as the trail building contractor. North Georgia Mountain Bike Association has constructed hundreds of miles of trail, many at sites with steep topography. Examples include the Wilderness Camp in Bartow County, Buzzards Roost in Dalton, Franklin Bike Park in Atlanta, and Chattahoochee Bend State Park. North Georgia Mountain Bike Association has decades of experience in building mountain-bike-optimized trails in steep environments. Additional contractors may be needed for the pit toilet and parking lot construction.



Mountain bike trail building at Chattahoochee Bend State Park



Bicycle trails at Jekyll Island State Park

PROJECT UNDERSTANDING

WLA Studio services supplied in this proposal are based on the following:

1. We understand the Client wishes to develop a park within a newly acquired city property. The proposed development will include approximately 6 miles of hiking/biking trails, a gravel parking lot to accommodate approximately 10 to 15 vehicles, a primitive vault-style toilet building, and directional signage.
2. We understand that the project will be developed on the 148.11-acre parcel identified by Gilmer County GIS with a Tax Map number of 30661 001. The property is located at Letch Drive in Ellijay, Georgia.
3. We assume, based on the project Q+A that there is no off-site infrastructure support necessary for the project (e.g., utility, stormwater, line extensions, or turn lanes).
4. We understand that no utilities are proposed as part of this work.
5. We assume the project site infrastructure is to be designed, permitted, constructed, and closed out in a single phase.
6. Should it be determined that a topographic survey is needed for the project, WLA Studio has included a proposal for a topographic survey that includes:
 - a. DTM topographic information from aerial LIDAR Data.
 - b. Stream centerline to determine stream buffer areas/offsets.
 - c. Client will provide the August 2025 boundary survey to the WLA Studio for use in the topographic survey.
7. The contract for construction will be completed after the permitting phase and will be between the Client and the proposed Contractor.

SCOPE

The project scope will include:

Planning & Preliminary Engineering:

WLA Studio will provide preliminary design support to facilitate the approved site plan as follows:

1. Initiate topographic survey (survey included as an additional fee)
2. Meeting onsite to review project scope
3. Field staking of trail and stream crossings (bridge locations)
4. Review all available information for site development support
5. Prepare preliminary design plan for owner approval and conceptual estimating purposes
6. Determine applicable permitting agencies for project
7. Provide projected development schedule
8. Confirm additional subconsultant disciplines needs based on design (structural, geotechnical, etc.)

Permit Level Construction Plans (if required for permitting):

WLA with Halff Engineering will prepare the site drawings based upon the final preliminary plan as follows:

1. Schedule and attend pre-application meetings with applicable agencies to confirm site requirements
2. Prepare design plans detailing the construction associated with this project. Plans are prepared using AutoCAD, and paper copies are printed on 24" x 36" sheets.
 - a. Cover sheet
 - b. General notes
 - c. Existing conditions
 - d. Site demolition plans (if required)
 - e. Construction plan
 - f. Grading plans and trail sections
 - g. Sedimentation and erosion control plans
 - h. Construction details and specifications

Agency review comments are assumed to be limited to one round of reasonable revisions to the permit-level plan set. It is also assumed that stormwater detention and water quality design will not be required for the project.

Deliverables:

1. Preliminary construction plans (PDF)
2. Signed and sealed final construction plans (PDF)
3. Signed and sealed final Hydrology Report (PDF)

Permit Coordination (if required):

WLA Studio with support from Halff will perform the following site permitting services:

1. Prepare appropriate applications and submittal packages to the regulatory agencies with jurisdiction over the plans. Application and review fees will be paid by the Client and are not included in the WLA fee for this project.
2. Attend coordination meetings to facilitate the review and approval of the plans.
3. Coordinate the receipt of comments from review agencies.
4. Prepare and submit plan revisions to the agencies. Agencies for which applications and submittal packages will be prepared for this project are as follows:
 - a. Georgia Environmental Protection Division (EPD) – NOI (due to site disturbance of over one acre)
 - b. Local Permits: City of Ellijay

Construction Support:

WLA will provide construction support services, including:

1. Initiation
 - a. Provide verification with Contractor of final costs.
 - b. Attend a preconstruction conference with the Client and Contractor.
 - c. Prepare and provide an AutoCAD file of the site plans for Contractor stake-out use for parking lot construction and pit toilet.
 - d. Notify permitting agencies of imminent construction start.
2. Monitoring
 - a. Review monthly contractor pay requests for accuracy and completeness and forward them to Client for final processing.
 - b. Visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the contract documents.
 - c. Provide services associated with construction observation on an as-needed basis in order to resolve questions or conflicts during the construction process.
 - d. Geotechnical engineering inspection is excluded from this scope and is assumed to be performed by others.
3. Close-Out
 - a. Perform a site walk for general design compliance.
 - b. Prepare a punch list of identified site design deficiencies requiring corrective action.
 - c. Review an as-built survey (if Client contracts for an as-built survey for an additional cost).

ANTICIPATED PROJECT SCHEDULE*

PHASE	DATES
Planning & Preliminary Engineering	July–August 2026
Permit Level Construction Plans**	September 2026
Permit Coordination***	October 2026
Trail Construction	3-4 months
Project Closeout	Upon Trail Completion

** Schedule is based on contract approval in July 2026. The construction schedule is estimated. The final construction schedule will be subject to weather delays, and final construction methods will be determined during preliminary engineering (hand-built vs. machine-built trails).*

***If required.*

****Permit coordination, if needed, may exceed one month if stream buffer variances, NOI, etc., are required.*

ELLIJAY PARK - ROM COSTS

Cost is based on aerial data and schematic level estimates

Item	Qty	Unit	Unit Cost	Total
Parking Lot & Entry				
Earthwork/Clearing/Grading/Grubbing	1	LS	\$10,000	\$10,000
24'-Wide Gravel Service Road	2800	SF	\$20	\$56,000
Concrete Curb Stops	15	EA	\$210	\$3,150
Gravel Parking Area	6000	SF	\$5	\$30,000
Pit Toilet Facility (Note 2)				
Site Prep and Excavation	1	LS	\$5,000	\$5,000
Pre-Cast Concrete Vault Tank (large size) (Note 1)	1	LS	\$5,000	\$5,000
Building (assume prefab single unit ADA-compliant)	1	EA	\$32,000	\$32,000
Toilet Building Shipping	1	EA	\$11,500	\$11,500
Toilet Building Install	1	EA	\$6,000	\$6,000
Trails				
Natural Surface Trail (Note 4)	31,680	LF	\$9	\$269,280
Bridge Crossings (Note 3)	4	EA	\$25,000	\$100,000
Site Amenities and Wayfinding				
Picnic Tables	2	EA	\$4,000	\$8,000
Waste Receptacles	2	EA	\$2,000	\$4,000
Pet Waste Receptacles	1	EA	\$900	\$900
Park Entry Sign	1	AL	\$5,000	\$5,000
Entry Kiosk Sign (trail map, rules/regulations, etc.)	1	AL	\$2,500	\$2,500
Aluminum Trail Signs	20	EA	\$50	\$1,000
Total Cost				\$549,330
Contingency			20%	\$109,866
Grand Total				\$659,196

Notes:

1. Cost does not include geotechnical investigation or annual maintenance/pumping.
2. City may want to explore other options due to proximity of nearby utilities and maintenance requirements of vault toilets (pumping, removing trash from pit, etc.)
3. Estimated number of crossings based on preliminary site sketch; spans, stream buffer variances, etc., to be determined during preliminary design.
4. "Natural Surface Trail" assumed to be a single track mountain bike optimized trail appropriate for beginner level mountain biking and foot traffic.

FEES

WLA Studio recommends contracting for the Planning and Preliminary Engineering phase of the project *first* to determine the scope of services needed for the duration of the project and to ensure the designed project meets the city's construction budget.

The additional services proposal is for the preparation of a permit-level plan set and supporting materials sufficient to pursue potential environmental and land disturbance permits for the project. Anticipated permits could include a Georgia EPD stream buffer variance, NPDES construction stormwater permit coverage, local land disturbance permit, and U.S. Army Corps of Engineers Nationwide Permit. These permits are included in that cost.

SERVICE DESCRIPTION	FEE TYPE	FEE AMOUNT
Planning & Preliminary Engineering	Fixed	\$21,454

ADDITIONAL SERVICES

SERVICE DESCRIPTION	FEE TYPE	FEE AMOUNT
Topographic Survey*		<i>See Attached Proposal</i>
Permit-Level Construction Plans	Fixed	\$75,297
Permit Coordination	Fixed	\$18,570
Construction Support**	T&M (assumes 3-month construction schedule)	NTE \$3,000
Reimbursable Expenses	As Incurred	Per Rates Below

*WLA Studio requested information about the level of survey required for permitting but did not receive a response. Survey costs may be reduced or eliminated if the level of detail outlined in the attachment is not required.

**NPDES (National Pollutant Discharge Elimination System) inspection and documentation is not included in estimate but can be added to scope for an additional fee: A State-certified Erosion Control Inspector would need to inspect erosion control measures if required by the EPD permit. The inspector would complete and provide to Owner the approved report once every seven calendar days.

STANDARD RATES

Standard hourly rates are included in the RFQ package dated May 1, 2026.

Reimbursable Expenses	Rate
<i>Plan Sheets Bond</i>	
8.5x11	0.40
11x17	0.75
24x36	5.75
Mileage	IRS Standard Rate (.725/mi)

Notes:

Items not specified will be billed at 1.20 times cost.

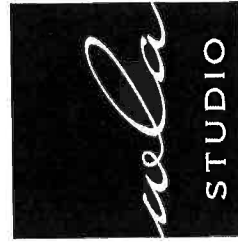
Rates are effective as of the Agreement effective date and are subject to adjustments every six (6) months.

EXCLUSIONS & EXCEPTIONS

The following services are excluded from this proposal, but *could be provided upon request*:

- a. Environmental Services: Environmental site assessments, endangered species reports, and cultural resource studies.
- b. Wetland Services: Wetland consulting such as delineations, jurisdictional determinations, impact permitting, and mitigation plans.
- c. Geotechnical Engineering and Construction Testing Services: May be required to accommodate design, containing site preparation recommendations, paving sections, depth to seasonal high groundwater, and infiltration rates.
- d. Stormwater. It is assumed that stormwater detention and water quality design will not be required for the project.
- e. Traffic Impact Analysis.
- f. Septic Design, Services, and Permitting.
- g. Tree Removal Plan: City code does not currently require a tree removal plan.
- h. Site Lighting: A site lighting and/or site electrical plan can be provided as an additional service.
- i. Off-Site Design: Examples include utility extensions, turn lanes, drainage outfall ditches, analysis of downstream pump stations, and other off-site /civil improvement pertaining to the project.
- j. Material Substitution Analysis: The analysis required for construction material substitution requests during construction is excluded from this proposal.
- k. Architectural Reviews.
- l. Fire Protection Systems: Approval from the State Fire Marshal, if required, is assumed to be obtained by the Client.
- m. Structural Engineering: WLA Studio has a structural engineering consultant (included in the qualifications package). Should review be required for site elements (retaining walls, stairs, ramps, bridge abutments and footers, etc.), these will be billed under a separate contract.
- n. Municipal and State Fees: All permitting fees will be charged to the Client.
- o. Assistance to Attorney: Coordination with attorneys regarding easements, agreements, property transfers, covenants, and other project matters is excluded but can be provided upon request.
- p. Special Zoning Approvals: Rezoning or special use requests are excluded. It is assumed that all proposed uses are allowed by right. We assume there are no restrictive covenants, deed restrictions or other binding private or public agreements precluding the intended land use and site configuration proposed by Client.

ELLIJAY MOUNTAIN BIKE TRAIL PARK CONCEPT SKETCH



WLA STUDIO
LANDSCAPE ARCHITECT: LIZ SOLOMON
675 PULASKI ST. SUITE 1000
ATHENS GA 30601
P706.543.9469



ADDITIONAL INFORMATION



July 6, 2026

Madie Fischetti, ALSA, AICP
WLA Studio
675 Pulaski Street, Suite 1000
Athens, GA 30683

RE: **City of Ellijay Bike Trails, Gilmer County, GA, TM Proposal #S260633**

Madie:

Per your request, please find below our scope and fees for completing professional surveying services for approximately 148 Acres of property located and lying within Land Lots 64, 81 & 82, 11th District, 2nd Section, City of Ellijay, Gilmer County, Georgia. The scope of work is based on our best understanding of your needs per your e-mail request received on June 29, 2026 and our phone conversation on June 30, 2026. The subject property is further defined and outlined in red on Attachment "A".

Scope and Fee

1. **Topographic Survey (Aerial LiDAR Mapping)** - TerraMark will provide a topographic survey of approximately 160 Acres of property which includes topographic mapping within the area outlined in red on Attachment "A", 25-feet of overlap onto adjacent properties, and location of adjacent roadways to the opposite back of curb or edge of paving. Data will be accumulated utilizing **Aerial LiDAR Mapping** with field-run ground truthing methods, and contours will be reflected at an interval of 2-feet and will be completed in accordance with the National Mapping Standards for similar survey data collection. Aerial Data will typically be accurate within one half of the contour interval provided. The survey will also show upstream and downstream manholes for sanitary and storm sewer as applicable and accessible. Please note that information on sanitary sewer and storm sewer pipes will be based upon a visual observation from the ground level only. TerraMark field staff are not authorized to enter structures (confined spaces) and can only provide approximate measurements from ground level. TerraMark will locate sufficient property monumentation to show the property boundary lines per the Lane S. Bishop and Associates Boundary Survey provided by the Client. All survey data will be tied to control established in accordance with the NAD83 Georgia State Plane Coordinate System (West Zone) and NAVD88. Deliverables will include a 3D AutoCAD file, a topographic survey in pdf format, and a surface.xml file.

Lump Sum Fee

\$ 45,900.00

*****Please note that Data collected by aerial drone LiDAR methods will meet the required Topographic Survey accuracy requirements for the project. However, certain features such as on-site buildings, structures, utilities, cemeteries, stored materials, or other features, may not be observed from the air that may be encountered by conducting a complete field run survey.**

Excluded Items:

The following tasks are not included in our scope of services: ALTA/NSPS Land Title Survey; Boundary Survey; Title Search; Tree Survey; Storm and Sanitary Sewer information (Other than visual inspection from ground level); Wetlands Survey; Stream Buffer Designations; Subsurface location beneath the water level of ponds, streams, lakes or other bodies of water; Creek Cross-Sections; Underground Utility Location and Marking; Recording Fees; and Construction Services.

Client Responsibilities:

1. Provide TM with any information one may have on the project that could assist with the tasks above such as: previous surveys; deeds; easements; water/sewer maps; DOT Plans; zoning conditions; topography or other record files.
2. Provide TM with approved access to property prior to beginning work.
3. Provide TM with any gate keys that could assist with access to property.

Schedule:

Based upon our current workload, we will endeavor to complete the requested additional work and provide you with our deliverables for **Task 1** within **49-56 Calendar Days** from Notice-to-Proceed. The quoted schedule is valid for 15 calendar days from the date of this proposal. If released after this timeframe, TerraMark will provide an up-to-date schedule upon release.

Terms & Conditions:

Items not specifically covered under the scope and fee section above will be invoiced on a time basis and charged per the Hourly Rates as identified on Attachment "B".

If this proposal is acceptable to you, TerraMark will perform the work referenced above in accordance with the attached General Terms and Conditions, Attachment "C", which are incorporated into and made a part of this proposal. Please sign below as acceptance of this proposal and Terms and Conditions as referenced above and return to us an official notice to proceed. TerraMark will proceed with the work and add to our schedule upon receipt of a signed version of this proposal.

Should you have any questions or comments, please call us at your convenience.

Sincerely,
TerraMark Land Surveying, Inc.
Joshua D. Wilson, PLS
Vice President

Authorized Signature Date
WLA Studio

Attachment "A"



"Attachment B"
BILLING RATES
EFFECTIVE: January 1, 2026

Labor:

Registered Land Surveyor (Principal).....	\$140.00
Project Manager (RLS).....	\$130.00
Project Manager.....	\$115.00
Senior Survey Technician.....	\$105.00
Survey Technician.....	\$100.00
Survey Crew (2 Person).....	\$160.00
Survey Crew (3 Person).....	\$190.00
Survey Crew (Building Layout).....	\$170.00
GIS Technician.....	\$ 95.00
GIS Data Collector (1 Person).....	\$ 80.00
Robotic Crew (1 Person).....	\$100.00
GPS Crew (1 Person).....	\$100.00
Crew Chief (Project Oversight).....	\$ 80.00
Clerical.....	\$ 60.00

Expenses:

Reproduction.....	Cost
Travel (meals, lodging).....	Cost
Mileage, Stakes and Miscellaneous Supplies.....	No Charge
Sub Consultants.....	Cost +3%

NOTES: Charges for survey crews will begin at the time of departure and end at the time of return to their home base. If less than one day's field work is ordered, standard hourly rates will be charged with a minimum of \$450.00.

The fees and rates in this schedule are subject to escalation after a period of six months from the effective date above, and annually thereafter.

Attachment "C"
TERMS & CONDITIONS

The provisions of the Agreement are for the sole benefit of the parties hereto and are not intended to benefit any person not a party to this Agreement, with the exception of those clauses relating to the sub-consultants. This Agreement shall not be assigned or transferred by either TM or the Client without prior written consent of the other. Notwithstanding the foregoing, however, TM shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.

1. **EXTRA SERVICES:** TerraMark Land Surveying, Inc. (TM) shall provide extra services, not specifically called for in the Scope of Services, upon request or authorization of the Client. Any revisions to the Scope of Services during the duration of this Agreement due to changes in laws, regulations, policies, ordinances or Client's direction will subject the fees for the items affected to renegotiation. TM has no obligation to continue to furnish services pending renegotiations and is not liable for damages caused by delays due to revisions to Scope of Services, renegotiation, or any required changes or rescheduling of Client's work.

2. **TIME OF PERFORMANCE:** TM will commence work on or as soon as practicable after the date of execution of this Agreement and all work as set forth in the attached Scope of Services shall be completed in a timely manner, assuming the prompt submission of all required data and the scheduling of all meetings and reviews by the Client.

3. **COMPENSATION:** The fees in this Agreement apply only in the event that the particular phase of services is authorized or necessary. Execution of this Agreement will authorize the performance of all the specified services unless otherwise noted in writing on the Agreement.

An invoice covering progress payments due and reimbursable expenses shall be submitted to Client monthly by TM. The progress payment due shall include the portion of the fee earned based upon the percentage of the services performed, as determined by TM, all other services performed and not covered by the fee, and all costs advanced, including reimbursable expenses.

Payment is due when invoice is rendered. Any unpaid balance shall bear interest at the rate of 1 ½ % per month, starting at the end of the month following the month the invoice is dated. Client agrees to and shall pay to TM all costs and expenses for collection including but not limited to Attorney's Fees and court costs. Such costs shall be added to the account and bear interest at the rate set forth above.

If Client should fail to pay TM within sixty (60) days after the date of the invoice TM shall have the right, upon seven (7) days written notice to Client, to stop work on Project until payment of the amount owing, including all interest charges and collection costs, has been received. The "date of invoice" shall be the date entered on the first invoice for the services in question.

In the event Project is sold or transferred while a balance remains due and owing to TM, Client agrees to direct settlement Attorney to notify TM of the date and place of settlement and Client hereby authorizes and instructs said settlement Attorney, without the necessity of further authorization or instruction, to withhold from the funds arising out of said sale or transfer sufficient funds to pay said balance due, including interest, and to immediately transfer such payment to TM upon settlement.

Standard hourly rates for any services performed on a time (hourly) basis or for any services not covered in this Agreement are as shown on Attachment "B". General consulting or coordination services, including but not limited to preparation for and attendance at meetings, will be billed at the standard hourly rates set forth below. The fees and rates in this Agreement are subject to escalation after a period of six months from the date first above written, and annually thereafter.

If orders are placed for less units than the minimum number of units quoted, TM may, at its option, charge fees based on the standard hourly rates set forth below. If less than one day's field work is ordered, standard hourly rates will be charged with a minimum charge of \$450.00. Stakeouts, if quoted on other than hourly basis, are for one time only.

4. **PERSONNEL:** TM represents that they have, or will secure at their own expense, all personnel required to perform the services under this Agreement and that such personnel will be fully qualified to perform such services. Should the Scope of Services require TM to retain outside sub-consulting services, TM may do so upon written authorization by the Client, and the Client shall compensate TM for such sub-consulting services.

5. **RESPONSIBILITIES OF THE CLIENT:** It is agreed that the Client will have the following responsibilities under this Agreement:

- A. The provision of all available information, data, reports, records, and maps to which the Client has access and which are needed by TM for the performance of the services provided for herein.
- B. Providing for assistance and cooperation for TM in obtaining any other needed material, which the Client does not have in its possession.
- C. Making available the services of the Client as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
- D. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the Client and will serve to provide the necessary direction and coordination for the Project.
- E. Bear all costs for permitting, processing fees, bonds, taxes and/or advertising for the Project.
- F. Provide access to all affected private property for TM to perform all necessary surveying, engineering and inspections.
- G. Provide protection and maintenance of all stakeout hubs and control points at all times and should include appropriate provisions in all Agreements and subcontracts. In the event that any survey points are destroyed, damaged, or lost, or made inaccessible by construction activity, vandalism, or other cause beyond the control of TM and must be replaced, charges for the replacement will be on an hourly basis at the standard hourly rates set forth below. TM is not liable for damages due to errors in location or elevation where stakeout hubs and points have not been preserved. In case of dispute regarding such error, TM field notes will govern.
- H. ☐ If box is marked, an up-to-date title report and all supporting documents are to be furnished to TM by Client, prior to commencement of work.

All such Client responsibilities shall be conducted in a timely manner and without undue delay so as not to delay TM in the performance of its services. TM is not responsible for the accuracy or validity of information obtained from others and utilized in the services covered under this Agreement.

6. **OPINION OF STUDIES AND PROBABLE CONSTRUCTION COSTS:** Because of their preliminary nature, Client acknowledges that neither TM nor its sub-consultants are responsible for damages or losses incurred through the use of studies, concept plans, sketch plans, preliminary plans, site assessments, or cost estimates prepared by TM in excess of the charges made for these services.

7. **OWNERSHIP OF MATERIALS:** All drawings, plans, maps, photographs, data and copies thereof remaining in TM's possession are the property of TM and subject to its sole discretionary control. TM reserves all of its rights in any drawings, plans, photographs, and data and copies thereof furnished to Client or to others and may preserve its rights under Federal Copyright Law. Any further use of this data is subject to separate renegotiation and fee. Any special requirements as to form or content of the instruments of service (including, plans, drawings, and specifications) must be agreed to in advance and specified in this Agreement.

8. **DELAYS BEYOND THE CONTROL OF TM:** It is agreed that events which are beyond the control of TM may occur which may delay the performance of the Scope of Services. In the event that the performance of the Scope of Services by TM is delayed beyond their control, TM shall notify the Client of such delay and the reasons therefore, and the Client shall extend the time of performance appropriately. TM is not liable for damages caused by delays in performance of the services which arise from events beyond its reasonable control.

9. **CHANGES:** It is agreed that events which are beyond the control of TM may occur which may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of TM's compensation, which are mutually agreed upon by and between the Client and TM, shall be incorporated in written amendments.

10. **TERMINATION OF AGREEMENT:** This Agreement may be terminated by either the Client or TM, with 10 calendar days written notice. In the event of such termination, all finished or unfinished plans, specifications and reports prepared by TM shall, at the option of the Client, become its property. TM shall be entitled to receive just and equitable compensation for work accomplished prior to the termination.

11. **LIABILITY AND STANDARD OF CARE:** TM shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locality as the project. Client acknowledges that TM is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of TM in the execution or performance of this Agreement shall be made against TM and not against such director, officer or employee. TM's liability to the Client for any indemnity commitments or for any damage arising in any way out of performance of this Agreement is limited to the total fees paid by Client or Fifty-Thousand Dollars (\$50,000), whichever is less. However, at Client's discretion, TM's limit of liability may be increased to \$1,000,000. The consideration to TM for such increase will be a ten percent (10%) increase in the fee(s) proposed herein. IF THE CLIENT DESIRES TO HAVE THE \$1,000,000 LIMIT OF LIABILITY, ALONG WITH THE INCREASED FEES, PLEASE INITIAL THE BOX AT THE END OF THIS PARAGRAPH. ☐

Client shall hold harmless, indemnify, and defend TM from any and all liability, claims, damages, losses, costs, or expenses of any nature based on injuries (including death) of employees, other than TM employees, arising out of and in connection with their employment while performing services arising out of or connected with this Agreement, except where such injuries result from the sole negligence of TM.

Client acknowledges that the existence of Federal Clean Water Act "wetlands" may impact on Project and the services to be furnished by TM, and, under certain circumstances, may require permits (which permits are Client's responsibility). Absent a specific direction herein to TM to either perform a wetlands survey or to utilize one timely furnished by Client, TM is directed to furnish its services on the basis that the Project has no wetlands issues (which wetlands issues, if any, shall be reported to TM) shall be at cost of and the sole responsibility of Client, who shall indemnify and hold TM harmless therefore.

Because risks arising from potential damages due to pollution, hazardous waste and asbestos are presently uninsurable, Client agrees to notify TM of the existence of any such dangers prior to the commencement of any of the services and Client further agrees to and shall hold harmless, indemnify, and defend TM from all liability, claims, damages, losses, costs, or expenses arising from or due to the discharge, release, or escape of such substances where such discharge, release, or escape arises out of services performed under this Agreement, except where such discharge, release, or escape is due to the sole negligence of TM. TM may decline to proceed or may stop furnishing services on any project where such dangers are disclosed or discovered when the rendering of such services presents, in the sole discretionary judgment TM unreasonable risks. TM will not be responsible for any delays, damages, losses, costs, or expenses therefrom due to such refusals to proceed.

This document and attachments represent the entire Agreement between the parties. If fully executed and proposal is delivered to TM more than 60 days after date first appearing hereon, terms are subject to revision or acceptance by TM.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the date of the proposal. The invalidity of any portion of this Agreement shall not affect the validity or enforceability of any other portion.

RATE SCHEDULE

ATTACHMENT B

Discipline/Role	Hourly Rate (2026)
<i>WLA STUDIO</i>	
Principal Landscape Architect	\$215
Sr. Landscape Architect/Planner	\$144
Sr. Historic Preservationist	\$117
Historic Preservation Specialist	\$97
Architectural Historian	\$83
Landscape Architect	\$110
Technician	\$110
Clerical	\$90
<i>POH+W</i>	
Principal	\$280
Senior Designer	\$210
Project Manager	\$200
Senior Project Technician	\$185
Project Technician	\$155
Designer	\$190
Senior Interior Designer	\$195
Interior Designer	\$155
Graphic Design Manager	\$170
Graphic Designer	\$140
Clerical	\$95
<i>HALFF</i>	
Principal/Officer	\$360
Senior Project Manager	\$275
Project Manager III	\$240
Project Manager II	\$215
Project Manager I	\$172
Senior Engineer	\$235
Engineer V	\$190
Engineer IV	\$175
Engineer III	\$160
Engineer II	\$140
Engineer I	\$125

Discipline/Role	Hourly Rate (2026)
Senior Traffic Engineer	\$185
Traffic Data Specialist	\$100
Traffic Technician	\$75
Chief Drafter	\$155
Drafter	\$95
Senior Construction Engineer	\$165
Construction Engineer III	\$150
Construction Engineer II	\$130
Construction Engineer I	\$115
Land Acquisition Specialist	\$165
Administrative Manager	\$135
Administrative Coordinator	\$80
Intern	\$55
<i>TerraMark</i>	
Registered Land Surveyor (Princ)	\$140
Project Manager (RLS)	\$130
Project Manager	\$115
Senior Survey Technician	\$105
Survey Technician	\$100
Survey Crew (2 Person)	\$160
Survey Crew (3 Person)	\$190
Survey Crew (Building Layout)	\$170
GIS Technician	\$95
GIS Data Collector (1 person)	\$80
Robotic Crew (1 person)	\$100
GPS Crew (1 Person)	\$100
Crew Cheif (project oversight)	\$80
Clerical	\$60

NOTES:

1. Subconsultants will be billed to client at their rate/cost, including expenses. Selected disciplines included in this list. Additional disciplines available upon request.
2. Per Diem (Meals): \$19/day; All other direct costs (ODC), such as materials, deed research, or hotels will be billed at cost plus 15%.
3. The current federal mileage rate will be charged for travel.
4. These rates are subject to change and review once a year

RESOLUTION _____

**A RESOLUTION AUTHORIZING THE TRANSMITTAL
TO THE NORTHWEST GEORGIA REGIONAL COMMISSION OF
THE UPDATED CAPITAL IMPROVEMENTS ELEMENT
FOR GILMER COUNTY AND THE CITIES OF ELLIJAY AND EAST ELLIJAY**

WHEREAS the Georgia Planning Act of 1989 requires local governments that levy impact fees to update their Capital Improvement Element, and other related documents on an annual basis; and

WHEREAS the Ellijay-Gilmer County Water and Sewerage Authority has for that reason prepared updated documents relative to current and proposed capital improvement projects in its service area and impact fee financial information for its service area; and

WHEREAS these aforementioned updates and documents have been prepared in accordance with the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989 and other applicable rules, as amended; and

WHEREAS Gilmer County and the Cities of Ellijay and East Ellijay held a joint public hearing on Monday, August 17, 2026, at Ellijay City Hall, for which customary and adequate public notice was given;

THEREFORE BE IT RESOLVED that the Mayor and City Council of Ellijay does hereby submit to the Northwest Georgia Regional Commission for regional review, the documents prepared by the Ellijay-Gilmer County Water and Sewerage Authority, namely the Ellijay/Gilmer County Capital Improvements Project Updates for July 1, 2026 to June 30, 2031, for both water and sewerage, and the 2025/2026 Impact Fee Financial Reports for both water and sewerage.

Adopted this 17th day of August, 2026.

BY:

Al Hoyle, Mayor
City of Ellijay

ATTEST:

Lori Pierce, City Clerk
City of Ellijay



2026

GILMER COUNTY, ELLIJAY AND EAST ELLIJAY CAPITAL IMPROVEMENTS ELEMENT DRAFT ANNUAL UPDATE



PREPARED BY: GILMER COUNTY, CITY OF ELLIJAY & CITY OF
EAST ELLIJAY

WITH THE NORTHWEST GEORGIA REGIONAL COMMISSION

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GEORGIA
REGIONAL COMMISSION

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INTRODUCTION

CAPITAL IMPROVEMENTS ELEMENT

To offset the expense associated with infrastructure to serve new development, Georgia established the Development Impact Fee Act of 1990, allowing local governments to adopt an impact fee ordinance and administer an impact fee program. The Georgia Planning Act of 1989 required the local governments of Gilmer County to update the Capital Improvements Element (CIE) on an annual basis to retain their Qualified Local Government (QLG) status.

Since the Ellijay-Gilmer County Water and Sewerage Authority has an impact fee ordinance, Gilmer County and the Cities of Ellijay and East Ellijay must annually provide a Financial Report dealing with the previous year's impact fees. In addition, the Georgia Development Impact Fee Act (DIFA) requires that the local governments provide a five-year Capital Improvements Element (CIE) schedule of improvements update for both water and sewer projects. Each of these documents is included in this 2026 annual update for Ellijay, East Ellijay, and Gilmer County.

A required public hearing on the draft annual update was advertised in advance and held at Ellijay City Hall, 197 North Main Street, Ellijay, GA 30540, on Monday, August 17, 2026, at 5:00 p.m.

ANNUAL FINANCIAL REPORT FOR 2025-2026

(1) Public Facility Type	Water Supply	Wastewater	TOTAL
(2) Service Area	District 1	District 1	
(3) Beginning Impact Fee Fund Balance	\$500,418.87	\$16,805.28	\$517,224.15
(4) Impact Fees Collected	\$196,209.63	\$53,975.82	\$250,185.45
(5) Accrued Interest	\$15,074.32	\$1,428.55	\$16,502.87
(6) Project Expenditures	\$-	\$-	\$-
(7) Administrative Costs	\$-	\$-	\$-
(8) Impact Fee Refunds	\$7,242.00	\$1,129.00	\$8,371.00
(9) Ending Impact Fee Fund Balance	\$704,460.82	\$71,080.65	\$775,541.47
(10) Impact Fees Encumbered	\$-	\$-	\$-

FIFTH-YEAR SCHEDULE OF IMPROVEMENTS: SEWER

Ellijay-Gilmer County Water & Sewerage Authority

Capital Improvements Project Update 7/1/26 to 6/30/2031

Public Facility: Sewer

(2) Service Area: District 1

(1) Project Number & Description	(3) Project Start Date	(4) Project End Date	(5) Estimated Cost of Project	(6) Percentage of Funding from Impact Fees	(7) Other Funding Sources	Expenditures for 7/1/24 to 6/30/25	Impact Fees Incurred thru 6/30/25	Status and/or Remarks
<i>Sewage Treatment</i>								
Sewer improvements South Main Street	2025	2026	\$300,000	28%	General Operating	\$0.00	\$0.00	PROJ # 26-7679, in progress
Reconditioning of sludge belt press	2026	2027	\$175,000	15%	General Operating	\$0.00	\$0.00	
Total:			\$475,000			\$0	\$0	

FIFTH-YEAR SCHEDULE OF IMPROVEMENTS: WATER

Ellijay-Gilmer County Water & Sewerage Authority

Capital Improvements Project Update 7/1/2026 to 6/30/2031

Public Facility: Water

(2) Service Area: District 1

(1) Project Number & Description	(3) Project Start Date	(4) Project End Date	(5) Estimated Cost of Project	(6) Percentage of Funding from Impact Fees	(7) Other Funding Sources	Expenditures for 7/1/24 to 6/30/25	Impact Fees Encumbered thru 6/30/25	Status and/ or Remarks
Water Transmission & Distribution								
Pump station- Roundtop Road	2026	2027	\$1,000,000	50%	General Operating	\$0.00	\$0.00	Proj #25-7708, in progress
Victory Drive pump station rehab	2026	2027	\$200,000	100%		\$0.00	\$0.00	Proj #27-7675
Hwy 5 pump station rehab	2027	2028	\$250,000	100%		\$0.00	\$0.00	Proj #24-7673, moved to FY 28
Coosawattee water main rehab	2028	2029	\$500,000	80%	Special District Fees	\$0.00	\$0.00	
Total:			\$1,950,000			\$0.00	\$0.00	

TRANSMITTAL RESOLUTIONS
CITY OF EAST ELLIJAY

