

**MINUTES  
CITY COUNCIL REGULAR MEETING  
JUNE 1, 2015  
5:00 P.M.**

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CALL TO ORDER: Mayor W. James Grogan called the meeting to order at 5:00 p.m.

ROLL CALL: Present were Mayor James Grogan, Councilmember Mike Sosebee, Councilmember Jason Power, Councilmember Angie Smith, Councilmember Caleb Phillips, City Attorney Dana Miles, City Clerk Bonnie Warne, Public Works Director Gary Barr and Public Works Assoc. Russ Chambers.

INVOCATION AND PLEDGE: Invocation and pledge was led by Jason Power.

AGENDA: Motion to approve the agenda by: J. Power/A. Smith. Vote carried unanimously.

MINUTES: Motion to approve the minutes of the regular meeting held May 4, 2015 and the called meeting work session held May 18, 2015 by: A. Smith/C. Phillips. Vote carried unanimously.

OLD BUSINESS:

Economic Development Grant: A Resolution of The City of Dawsonville, Georgia Approving And Authorizing The City of Dawsonville, Georgia To Provide Funding To The Downtown Development Authority of The City of Dawsonville To Allow For The Establishment of A Downtown Development Project Grant Fund; To Provide For Severability; To Provide For An Effective Date; And For Other Purposes

Attorney Miles presented the proposed draft resolution on the annual grant program to be administered by the DDA. Motion to approve the Resolution for a grant of \$25,000 by: A. Smith/J. Power. Vote carried unanimously. Exhibit "A"

Chamber of Commerce Agreement Renewal: Christie Haynes, President, did a presentation on advertising and tourism and provided a handout. Motion to approve renewal of the agreement by: M. Sosebee/J. Power. Vote carried unanimously. Exhibit "B"

NEW BUSINESS:

GMRC Presentation on Historic Cemetery: Joe Rothwell and Caleb Davidson of GMRC spoke of the DCA project to create a GIS survey map of the old cemetery, which took 2 years to complete.

Ratify: Contract Labor up to \$10K in Roads Department: Motion to approve by: M. Sosebee/C. Phillips. Vote carried unanimously in favor.

Training: Planning & Zoning 201 June 10<sup>th</sup> in Lawrenceville: Motion to approve training for Nalita Copeland, BJ Farley and Pam Bragg by J. Power/A. Smith. Vote carried unanimously.

PUBLIC HEARING:

Sawnee Electric Franchise Ordinance: An Ordinance Granting Permission And Consent To Sawnee Electric Membership Corporation (Hereafter Referred To As "Corporation"), Its Successors, Lessees And Assigns, To Occupy The Streets And Public Places of The City of Dawsonville, Georgia (Hereafter Referred To As "City"), A Municipality And Political Subdivision of The State of Georgia, In Installing, Constructing, Maintaining, Operating And Extending Poles, Lines, Cables, Conduits, Conductors, Insulators, Transformers, Appliances,

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Equipment, Connectors, And Other Apparatus For Transmitting And Distributing Electricity, And For Other Purposes, For Those Customers Within The City Limits.

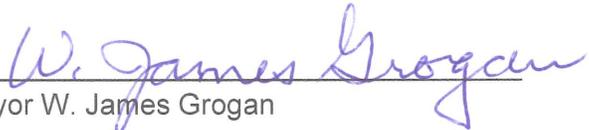
Attorney Dana Miles presented the second reading of the ordinance. Motion to open the public hearing was unanimous in favor: J. Power/A. Smith. Nobody spoke in favor or in opposition. A.Smith/C. Phillips motioned to close the public hearing, vote carried unanimously, and the meeting was turned over to the Mayor. Motion made to approve the ordinance by J. Power/C. Phillips. Motion carried unanimously in favor. Exhibit "C"

To Hear the City of Dawsonville Proposed Budget FY 2015-2016: City Clerk Bonnie Warne spoke on the proposed budget. City Attorney Dana Miles called to open the public hearing on the first reading of the budget for FY 2015-16. Motion to open the public hearing was unanimous in favor: M. Sosebee/A. Smith. Nobody spoke in favor or opposition. Motion to close the public hearing was unanimous in favor: A. Smith/M. Sosebee. No action taken. The second reading is June 15<sup>th</sup>.

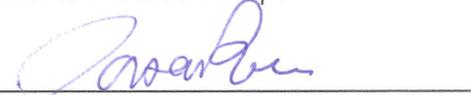
Staff Reports: City Clerk Bonnie Warne informed Council that all the bank accounts are balanced through April 2015 and are in good standing. Gary Barr, Public Works Director, reported all is good and they are researching the purchase of a camera that looks into the actual water lines for issues.

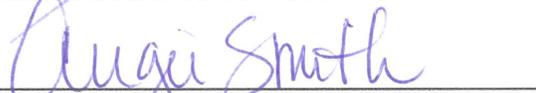
Council/Mayor Reports: Mayor Grogan spoke on the training workshop he attending that discussed branding our cities and on creating a map of attractions and points of interest. Angie Smith reported that the Family Connection will be holding their annual fund raiser on June 5<sup>th</sup> at Longhorn "Celebrity Waiter"

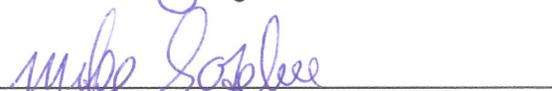
ADJOURNMENT: With there being no further business to attend to the regular meeting closed and adjourned at 6:08 p.m. The motion carried unanimously; A. Smith/J. Power.

  
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Mayor W. James Grogan

  
\_\_\_\_\_  
Councilmember Caleb Phillips

  
\_\_\_\_\_  
Councilmember Jason Power

  
\_\_\_\_\_  
Councilmember Angie Smith

  
\_\_\_\_\_  
Councilmember Mike Sosebee

Attested:   
\_\_\_\_\_  
Bonnie Warne, City Clerk

**A RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA APPROVING AND AUTHORIZING THE CITY OF DAWSONVILLE, GEORGIA TO PROVIDE FUNDING TO THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DAWSONVILLE TO ALLOW FOR THE ESTABLISHMENT OF A DOWNTOWN DEVELOPMENT PROJECT GRANT FUND; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, the Legislature of the State of Georgia has determined that the revitalization and redevelopment of the central business district of the municipal corporations of the State of Georgia develops and promotes the public good, general welfare, trade, commerce, industry, and employment opportunities, and promotes the general welfare of the State of Georgia by creating a climate favorable to the location of new industry, trade, and commerce within the municipal corporations of the State of Georgia; and

**WHEREAS**, it is in the public interest and is vital to the public welfare of the people of the State of Georgia to revitalize and redevelop the central business districts of the municipal corporations of the State of Georgia, and consequently, the Legislature of the State of Georgia passed the Downtown Development Authorities Law (Georgia Laws 1981, pg. 1744; O.C.G.A. §36-42-1 et seq.); and

**WHEREAS**, the City Council of Dawsonville, Georgia, the governing body of the City of Dawsonville, determined it to be in the public interest and welfare to activate the Downtown Development Authority of the City of Dawsonville, Georgia and did so by proper action of the City Council; and

**WHEREAS**, the Downtown Development Authority of the City of Dawsonville, Georgia (hereinafter "Dawsonville DDA") has the power pursuant to O.C.G.A. § 36-42-8 (a)(5) to finance (by loan, grant, lease, or otherwise), refinance, construct, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects and to pay the cost of any project from the proceeds of revenue bonds, notes, or other obligations of the authority or any other funds of the authority, or from any contributions or loans by persons, corporations, partnerships (whether limited or general), or other entities, all of which the authority is authorized to receive, accept, and use; and

**WHEREAS**, a "Project" is defined, in part, in O.C.G.A. § 36-42-3(6)(A) as the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the downtown development area, and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in its authorized area of operation; and

**WHEREAS**, the City of Dawsonville, Georgia is committed to financially supporting the

Dawsonville DDA in its efforts to develop trade, commerce, industry, and employment opportunity within the downtown development area; and

**WHEREAS**, the City of Dawsonville, Georgia is charged with providing public services to residents located within the corporate limits of the City and has determined that supporting the Dawsonville DDA by providing funding to initiate a grant program for Projects, as defined here, is in the best interest of the citizens of the City of Dawsonville;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of Dawsonville as follows:

1.

The City Council of the City of Dawsonville hereby authorizes and approves the transfer of funds from the City's reserves to the Dawsonville DDA in the amount of Twenty Five Thousand and no/100 Dollars (\$25,000.00) for the establishment of a Downtown Development Project Grant Fund by the Dawsonville DDA, so long as said funds are used exclusively for the Downtown Development Project Grant Fund.

2.

The Downtown Development Project Grant Fund shall be created in order for the Dawsonville DDA to award grants for projects within the downtown development area, projects being defined as the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the downtown development area, and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in its authorized area of operation.

3.

In order to receive the Downtown Development Project Grant Funds, the Dawsonville DDA must establish acceptable guidelines for the allocation of grant funds, including how the use award of each grant will promote the development of trade, commerce, industry, and employment opportunities in the downtown development area.

4.

In order to receive the Downtown Development Project Grant Funds, the Dawsonville DDA must also develop a written application to be used by all applicants for grant awards, such application to include, at a minimum, the following: Information on the applicant and the applicant's business, a description of the products and/or services offered by the business, a description of the proposed Project including projected costs of the Project, a description of how the Project will benefit the citizens of the City of Dawsonville and fulfill the established guidelines, and a certification from the applicant that the applicant will provide proof of completion of the Project within the time required by the DDA and that any grant funds not used within the requisite timeframe will be return to the DDA.

5.

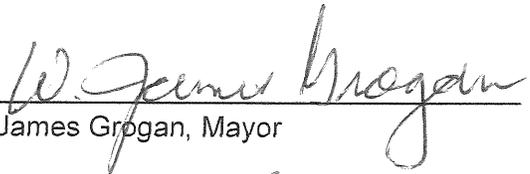
If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Resolution shall be declared invalid, illegal, or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be invalid, illegal, or unconstitutional, such shall not be construed to affect the provisions of this Resolution not so held to be invalid, or the application of this Resolution to other circumstances not so held to be invalid. IT IS HEREBY DECLARED to be the intent of the City Council of the City of Dawsonville to provide for separate divisible parts, and it does hereby adopt any and all parts or portions of parts hereof as may not be held invalid for any reason.

6.

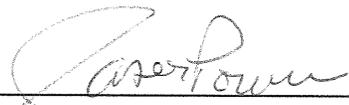
This Resolution shall be effective on the day it is adopted by the City Council of the City of Dawsonville, Georgia.

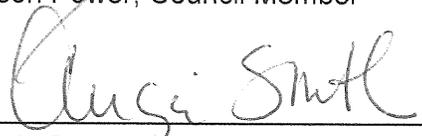
SO RESOVLED, this 1 day of June, 2015.

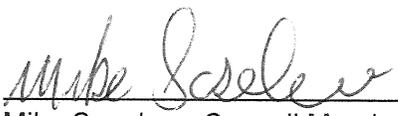
Mayor and Council of the City of Dawsonville, GA

  
\_\_\_\_\_  
W. James Grogan, Mayor

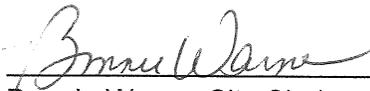
  
\_\_\_\_\_  
Caleb Phillips, Council Member

  
\_\_\_\_\_  
Jason Power, Council Member

  
\_\_\_\_\_  
Angie Smith, Council Member

  
\_\_\_\_\_  
Mike Sosebee, Council Member

ATTESTED TO BY:

  
\_\_\_\_\_  
Bonnie Warne, City Clerk (seal)

## **City of Dawsonville and Chamber of Commerce Agreement**

THIS AGREEMENT, made by and between the City of Dawsonville, Georgia, a Municipal Corporation, hereinafter termed the "City", and the Dawson County Chamber of Commerce and Office of Tourism Development, a non-profit corporation, hereinafter termed the "Chamber".

### W I T N E S S E T H

WHEREAS, the City is desirous of promoting the existing commercial and industrial businesses and tourism attractions located in the City and the desirability of disseminating information to said existing commercial and industrial businesses and tourism attractions, and of properly following up and giving consideration to inquiries for assistance to existing businesses and tourism attractions made from time to time relative to various promotional opportunities in said City; and

WHEREAS, the law of Georgia authorizes the expenditures of monies accruing to the General Fund of the City for such activities; and

WHEREAS, the Chamber is organized for and equipped to carry on the promotion of existing commercial and industrial businesses and tourism attractions on behalf of said City and to publicize and assist these businesses and attractions to their best advantages,

NOW, THEREFORE, in consideration of the premises and covenants and promises, hereinafter set forth, the parties hereto do hereby agree as follows:

1. The Chamber will undertake the following programs in implementation of the above promotional activities on behalf of the existing business and tourism community of the City as follows:

- a. To employ a competent staff to properly carry out this Agreement and other tasks and programs considered appropriate by the Chamber membership.
- b. To promptly give assistance relative to the existing business and attraction advantages and opportunities in the City, and to disseminate information by correspondence, media promotion and publicity, and personal contacts favorably advertising such advantages and opportunities of existing businesses and attractions.
- c. To plan, organize, find, coordinate, and implement educational programs, seminars, and activities for the purpose of assisting local businesses in maximizing productivity and profitability.
- d. To educate, promote, and inform the business community through the preparation of a Chamber Newsletter sent no less often than twice per month.
- e. To provide input to the City on matters pertaining to the status of businesses and tourism within the City.
- f. To help develop and promote programs designed to promote existing businesses and attractions within the City.
- g. To provide welcome/new resident packets designed to acquaint all new residents with the City's business community and City private and government services.
- h. To actively participate on City Committees.

2. That in consideration of the services provided herein, the City shall pay monthly to the Chamber the sum of \$1,000.00 for the term of this Agreement or any renewal thereof.

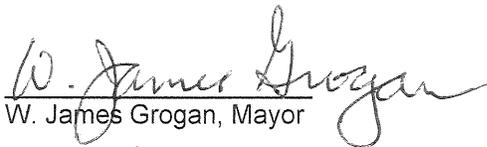
3. As further consideration for the covenant aforesaid of the City to pay said funds to the Chamber, the Chamber hereby covenants that it will not use its name or funds, or permit or suffer its name or funds to be used, in connection with the election, nomination, support, publicity, endorsement, or appointment of any officer or employee of the City or of any other governmental agency. And, furthermore, the Chamber shall refrain from participation in the distribution of emails, written or oral communications, pamphlets or handbills of any kind favoring or opposing any candidate for election to any City office or to the office of any quasi-municipal agency of which the City area is a part.

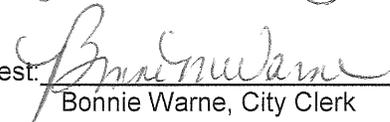
4. The Chamber shall furnish periodic reports of its activities to the City which shall consist of the business and tourism promotion activities, publicity, business educational seminars, events, etc. scheduled for the next quarter and a review of previous accomplishments.

5. This Agreement supersedes all previous agreements between the City and the Chamber of Commerce. This Agreement is terminable by either party upon thirty (30) days prior written notice. Unless renewed by mutual execution, this agreement shall expire June 30, 2016.

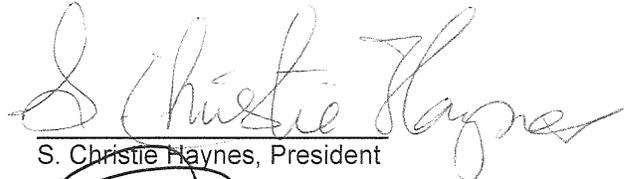
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officers on this 10 day of June, 2015.

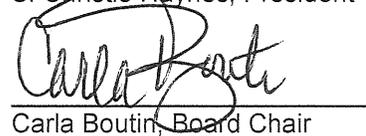
CITY OF DAWSONVILLE

  
W. James Grogan, Mayor

Attest:   
Bonnie Warne, City Clerk

CHAMBER OF COMMERCE

  
S. Christie Haynes, President

  
Carla Boutin, Board Chair

STATE OF GEORGIA  
COUNTY OF DAWSON

**ORDINANCE GRANTING PERMISSION AND CONSENT TO SAWNEE ELECTRIC MEMBERSHIP CORPORATION (HEREAFTER REFERRED TO AS "CORPORATION"), ITS SUCCESSORS, LESSEES AND ASSIGNS, TO OCCUPY THE STREETS AND PUBLIC PLACES OF THE CITY OF DAWSONVILLE, GEORGIA (HEREAFTER REFERRED TO AS "CITY"), A MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, IN INSTALLING, CONSTRUCTING, MAINTAINING, OPERATING AND EXTENDING POLES, LINES, CABLES, CONDUITS, CONDUCTORS, INSULATORS, TRANSFORMERS, APPLIANCES, EQUIPMENT, CONNECTORS, AND OTHER APPARATUS FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY, AND FOR OTHER PURPOSES, FOR THOSE CUSTOMERS WITHIN THE CITY LIMITS.**

WHEREAS, the City of Dawsonville, hereinafter referred to as the City, and the undersigned warrant and represent that there is no electricity franchise granted by the City and in force and effect, to any other person, firm or corporation other than to Georgia Power Company and Amicalola Electric Membership Corporation and that the City is under no contract or obligation to any other person, firm or corporation, in anywise relating to the installation of electrical power service in the City of Dawsonville, Georgia other than to Georgia Power Company and Amicalola Electric Membership Corporation;

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF DAWSONVILLE HEREBY ORDAINS** as follows:

**SECTION I. Grant of Franchise.**

The Mayor and City Council of the City of Dawsonville (hereinafter referred to as the "City") hereby ordain that the authority, right, permission and consent are hereby granted to Corporation, its successors, lessees and assigns, for a period of **thirty five (35) years** from the date of the Corporation's acceptance hereof, to occupy and use the streets, alleys and public places of the City within the present and future corporate limits of the City as from time to time the Corporation may deem proper or necessary for the installation, construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, conductors; insulators, transformers, appliances, equipment, connections, and other apparatus, exclusive of electric transmission lines with an operating voltage of 115 kv or greater (hereinafter referred collectively as the "**Corporation's Facilities**") for the business and purpose of transmitting, conveying, conducting, using, supplying and distributing electricity for light, heat, power, communications and other purposes for which the Corporation's Facilities may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys and public places from time to time as the Corporation may deem, in its sole opinion, proper or necessary to perform these functions, and to cut and trim trees and shrubbery, and the application of herbicides, all actions stated herein when and where necessary, in the sole judgment of the Corporation, to ensure safe, reliable and efficient service.

**SECTION II. Conditions.**

Be it further ordained that the rights, permission and consents herein contained are made for the following considerations and upon the following terms and conditions:

1. Sawnee shall pay into the treasury of the City:

(a) For 2015, the Corporation shall pay into the treasury of the City on or before the 30<sup>th</sup> day following the end of each calendar quarter ( July 31 for the period June 1 through June 30; October 31 for the period July 1 through September 30; and January 31 for the period October 1 through December 31), a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial and industrial rate schedules, exclusive of those customers within the city limits which qualify as customer choice under the Georgia Territorial Electric Service Act (as prescribed by Sawnee and filed with the Georgia Public Service Commission) within the corporate limits of the City during the period beginning on June 1, 2015, and ending on December 31, 2015; and

(b) On or before March 1, of each year thereafter during the term of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served pursuant to this franchise under residential, commercial and industrial rate schedules, exclusive of those customers within the city limits which qualify as customer choice under the Georgia Territorial Electric Service Act (as prescribed by Sawnee and filed with the Georgia Public Service Commission) within the corporate limits of the City during the period (as so prescribed) during the preceding calendar year.

2. The amount, if any, of any tax, fee, charge or imposition of any kind required, demanded or exacted by the City on any account, other than ad valorem taxes on property and license taxes on the sales of home appliances, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of Section II.

3. Corporation shall fully protect, indemnify and save harmless the City from damages to person or property caused by the installation, construction, maintenance, operation or extension of the Corporation's Facilities, or conditions of streets, alleys or public places resulting directly therefrom, for which the City would otherwise be liable.

4. The Corporation shall, in installing, constructing, maintaining, operating and extending the Corporation's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Corporation to surrender or limit its property rights created hereby, or otherwise obtained, without due process of law, including compensation, for any purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

5. In the event that the City reasonably believes that the Corporation's Facilities either: (i) obstruct or interfere with the safe use of the City's streets, alleys, and public places, or (ii) interferes with City construction or maintenance, the City shall notify the Corporation and the Corporation shall relocate, at its expense, the Corporation's Facilities affected by such project or improvement. A relocation of Corporations Facility's at the City's request for any other reason shall be done at the City's expense.

6. Notwithstanding the foregoing provisions of paragraph 5, the Corporation shall not be obligated to relocate, at its expense, any of the following:

- (i) Corporation's Facilities that are located on easements acquired by Corporation in any lawful manner;
- (ii) Corporation's Facilities that are located on private property at the time relocation is requested;
- (iii) Corporation's Facilities that are relocated in connection with sidewalk improvements;
- (iv) Corporation's Facilities that are relocated in connection with streetscape projects;
- (v) Corporation's Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. The City and the Corporation acknowledge that the City benefits from economic development within the City. Accordingly, when it is necessary to relocate any of the Corporation's Facilities within the City, the City and the Corporation shall work cooperatively to minimize costs, delays, and inconvenience to both parties. For this purpose, the City shall provide Corporation the City's five-year capital improvement plan, the City's short-term work program and the City's annual budget within ninety (90) days after their adoption by the City.

8. Prior to Corporation commencing relocation of Corporation's Facilities pursuant to paragraph 6, the City shall pay to Corporation the Corporation's good faith estimate of the reasonable cost, plus allocable overhead, to relocate Corporation's Facilities. Upon completion of the project Corporation shall determine the actual project cost and promptly refund any overpayment to the City.

### **SECTION III. Annexation into Corporate Limits.**

Be it further ordained that, notwithstanding anything herein to the contrary, Sawnee shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy to customers living within areas that, after the effective date of this franchise, are annexed to the corporate limits of the City before ninety (90) days after Sawnee receives written notice from the City that the City intends to annex the territory in which said customers are located.

### **SECTION IV. Renewal of Franchise.**

Be it further ordained that, unless written notice of non-renewal is given by one party to the other party at least 120 days prior to the expiration of this franchise ordinance, this franchise ordinance shall be considered as renewed and binding in all of its provisions for an additional **thirty-five (35) years**.

### **SECTION V. Severability.**

Be it further ordained that, in the event that any provision or portion of this ordinance should for any reason be held void, invalid, or unenforceable for any reason by any court of competent jurisdiction, such provision or portion shall be deemed a separate, distinct and independent provision or portion, and such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION VI. Notice.**

Be it further ordained that all notices under this ordinance shall be made in writing and shall be delivered or sent by (a) first class, registered or certified mail, postage prepaid, return receipt requested; (b) guaranteed overnight delivery (such as Federal Express or United Parcel Service Next Day Air); or (c) hand delivery addressed to the address of the party in question as set forth below or to such other addresses as either party may designate by notice given pursuant to this Section. Notices shall be effective upon receipt by the notified party.

**To the Franchising Authority:**

City Manager  
City of Dawsonville  
P.O. Box 6  
Dawsonville, GA 30534

**With a copy to:**

City Clerk  
City of Dawsonville  
P.O. Box 6  
Dawsonville, GA 30534

**To The Grantee:**

Sawnee Electric Membership Corp.  
Attn: Office of the President and CEO  
543 Atlanta Rd.  
Cumming, GA 30040

**SECTION VII. Effective Date.**

Be it further ordained that the effective date of this ordinance is June 1, 2015; provided, however, notwithstanding any provision of this ordinance, the payments levied herein shall not begin to assess until the latter of the first day of the month following thirty (30) days after:

- (1) the City shall certify, in writing, and deliver to the Corporation a map showing with specificity the location of the City limits;
- (2) the Mayor and the City Council shall adopt this ordinance;
- (3) the Corporation has accepted the ordinance in writing; and
- (4) the Corporation has provided notice to its members affected by this ordinance

Neither party shall unreasonably delay the performance of the foregoing conditions.

**SECTION VIII. Conflicts.**

Be it further ordained that, upon acceptance by Corporation of the terms and conditions of this ordinance, all laws and ordinances, and all agreements between the parties, in conflict with this ordinance are repealed to the extent of such conflict.

**SECTION IX. Customer Choice.**

Be it further ordained that nothing contained in this ordinance shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

**SECTION X. Filing.**

Be it further ordained that the Corporation shall, within ninety (90) days from the approval of this ordinance, file the Corporation's written acceptance of this franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Corporation and the City.

**SECTION XI. City Map.**

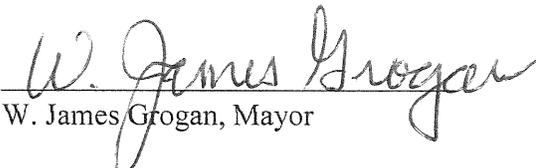
The map of the City's current municipal boundary, and as may be amended in the future, is available upon request from the City Clerk, and the City hereby warrants that such certified map is accurate as to the corporate boundaries of the City.

**SECTION XII. SECONDARY SUPPLIER**

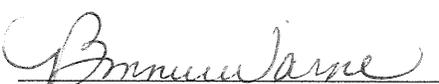
In the event the City shall grant any other entity the right to use and occupy its streets for transmitting, conveying, conducting, using, supplying and distributing electricity for light, heat, power and other purposes, such use and occupancy shall be upon the same terms and conditions as those herein contained, or this Agreement may, at the option of the Corporation, be deemed amended to incorporate all such terms and conditions.

**SO ORDAINED AND EFFECTIVE BY ACTION OF THE CITY COUNCIL**, this the 1 day of June, 2015.

Approved:

  
W. James Grogan, Mayor

Attest:

  
Bonnie Warne, City Clerk  
(Seal)

Approved as to Form and Content:

  
Dana B. Miles, City Attorney

CERTIFICATION BY CITY CLERK

I, Bonnie Warne, Clerk of the City of Dawsonville, Georgia, hereby certify that I was present at the meeting of the Mayor and Council of the City of Dawsonville Georgia, held on June 1, 2015, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the Mayor and Council of the City of Dawsonville, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the City of Dawsonville, County of Dawson, State of Georgia, this 1 day of June, 2015.

Bonnie Warne  
Bonnie Warne, City Clerk

(Seal)

Accepted on behalf of Sawnee Electric Membership Corporation, this 10<sup>th</sup> day of June, 2015.

Sawnee Electric Membership Corporation

By: Michael A. George

Name: MICHAEL A. GEORGE

Title: PRESIDENT AND CEO