

## City of Thomasville Council Meeting, August 9, 2021

The Council of the City of Thomasville met in a regular session with Mayor Greg Hobbs presiding and the following Councilmembers present: Mayor Pro Tem Hufstetler and Councilmembers Jay Flowers and Todd Mobley. Also present were the City Manager, J. Alan Carson; City Attorney, Tim Sanders; and other staff. The meeting was held in Council Chambers at City Hall, located at 144 East, Jackson Street, Thomasville, Georgia.

This meeting was held in a manner that observed active Executive Orders and Health Advisories provided by Georgia Governor Kemp, Centers for Disease Control, Department of Health, and local health officials in response to the coronavirus pandemic. Seating was limited and additional safety measures were required such as, but not limited to, social distancing to ensure the health and safety of meeting participants and the citizens of Thomasville. Simultaneous access to the meeting was provided to those members of the press and citizens not present via the City of Thomasville's online live stream feed located at [www.thomasville.org](http://www.thomasville.org).

### **CALL TO ORDER**

Mayor Hobbs called the Council Meeting to order at 6:00 PM. It was noted that Councilmember Warren was not in attendance.

### **INVOCATION**

Councilmember Flowers gave the invocation.

### **PLEDGE OF ALLEGIANCE**

Mayor Pro Tem led the Pledge of Allegiance.

### **APPROVAL OF MINUTES**

Councilmember Flowers motioned to approve the July 26, 2021 City Council Meeting minutes as presented. Mayor Pro Tem Hufstetler seconded. There was no further discussion. The motion passed 4-0, with the following votes recorded: AYES: Mayor Hobbs, Mayor Pro Tem Hufstetler and Councilmembers Flowers and Mobley.

### **CITIZENS TO BE HEARD**

Mayor Hobbs acknowledged the following citizens as listed on the Sign in Sheet.

1. Matt Kirkley voiced concerns regarding the City's current financial auditors, Mauldin & Jenkins. He noted the auditors have failed in preserving the integrity of the City's audit with numerous errors and delays. He encouraged Council to not renew their contract and to find new auditors.
2. Keith Thomas, commended the City Manager on the selection of Dominic Ford as the Executive Director of Human Resources. He also commended Thomasville Police officers on recent promotions and pinning ceremony. Thomas encouraged Council and the community to step up and mentor the youth within the community in a positive manner.

### **ADOPT AGENDA**

Councilmember Mobley motioned to adopt the agenda as presented, with no exceptions. Councilmember Flowers seconded. There was no further discussion. The motion passed 4-0, with the following votes recorded: AYES: Mayor Hobbs, Mayor Pro Tem Hufstetler and Councilmembers Flowers and Mobley.

### **OLD BUSINESS**

**Second reading of an ordinance to rezone 2007 Smith Avenue from R-1 Single-Family Residential to R-2 Multi-Family Residential.**

City Planner, Kenny Thompson reported there had been no amendments to the ordinance, issues or concerns since the first reading and passage of the ordinance on July 26, 2021. City Planner Thompson noted the applicant is seeking to rezone their property at 2007 Smith Avenue from R-1 to R-2 in order to operate a daycare facility on the existing church campus. The change to R-2 will also allow for additional uses that would be compatible with the existing neighborhood. The property consists of an approximately 12,000 square foot church building on a 2 ½ acre lot. The property has access on three streets: Pinetree Boulevard, Smith Avenue, and Wheel Street. The proposed rezoning conforms with the recommendations of the Comprehensive Plan. The parcel is within the Suburban Neighborhood character area but is on the edge of the Highway character area and faces two 5-lane roads that are classified as “Suburban Arterial”. In these conditions, it is appropriate for more intense or commercial uses to occur along main corridors.

Mayor Pro Tem Hufstetler motioned to order the second reading of an ordinance to rezone 2007 Smith Avenue from R-1 Single-Family Residential to R-2 Multi-Family Residential. Councilmember Mobley seconded. There was no further discussion. The motion passed 4-0, with the following votes recorded: AYES: Mayor Hobbs, Mayor Pro Tem Hufstetler and Councilmembers Flowers and Mobley.

The ordinance ordered read for the second time, passed and adopted follows.

AN ORDINANCE TO AMEND THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF THOMASVILLE, GEORGIA, OF 1971, AS AMENDED WHICH IS SET FORTH IN THE CODE OF THE CITY OF THOMASVILLE AS CHAPTER 22, CAPTIONED “ZONING”, BY EXCLUDING A CERTAIN TRACT OF LAND FROM PARCEL 9 OF SECTION 22-81 CAPTIONED “R-1, RESIDENTIAL”, TO DESCRIBE SAID EXCLUDED TRACT AND TO DESIGNATE THE SAID SAME TRACT AS PARCEL 77 OF SECTION 22-81 CAPTIONED “R-2, MULTI-FAMILY RESIDENTIAL”. TO ESTABLISH THE EFFECTIVE DATE OF THIS ORDINANCE; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

#### SECTION I

BE IT ORDAINED by the Council of the City of Thomasville and it is hereby ordained by the authority of the same, that the Code of the City of Thomasville is amended by excluding a certain Parcel 9 from Section 22-81 captioned “R-1, Residential” and to designate the said same tract as Parcel 77 of Section 22-81 captioned “R-2, Multi-family Residential”

and more particularly described as follows:

All that certain tract or parcel of land situate, lying and being in Land Lot No. 85 in the 13<sup>th</sup> District of Thomas County, Georgia, an lying within the limits of the City of Thomasville, Georgia, and particularly described as follows: COMMENCING at the corner formed by the intersection of the western margin of the Boulevard with the northern margin of the Summerhill Public Road, (US Hwy No. 84), and run thence north along the western margin of the Boulevard a distance of 342.5 feet to a concrete marker; run thence at a right angle to said Boulevard in a western direction a distance of 195.7 feet to a concrete marker; run thence in a southern direction and parallel with Wheel Street a distance of 354 feet to the northern margin of the Summerhill Public Road; run thence in an eastern direction along said margin of said road a distance of 221 feet to the point of beginning.

Also, all those certain tracts, lots or parcels of land situate, lying and being in the City of Thomasville, Thomas County, Georgia, and being particularly indemnified as Lots Numbers 20, 21, 22, and 23 of Liveoak Subdivision, as shown

by a plat of said subdivision prepared by W.E. Rountree, Surveyor, on September 22, 1952, and recorded in Deed book 7-P, Page 585, of Deed Records of Thomas County, Georgia, reference to which plat is made herby.

There is excepted from said tracts such parts of same as are now included in right-of-way lines of roads and streets running by same, including all that property described in that Right-Of-Way Deed from Morningside United Methodist Church to the City of Thomasville, dated February 17, 1990, and recorded on February 22, 1990 in Deed Book 272, Pages 354-356, Thomas County, Georgia.

The above described property is conveyed subject to the restrictions placed on Liveoak Subdivisions of record in the Office of The Clerk of the Court of said county. Map Parcel No.: 010 040001. The Grantor is exempt from ad valorem taxes for 202. Therefore, no taxes are being pro-rated at time of closing.

GRANTEE TRUST CLAUSE: The premises are received in trust for, and said premises shall be kept, maintained and disposed of, for the benefit of the Christian Methodist Episcopal Church and subject to the usages and the Disciplines of the Christian Methodist Episcopal Church. This provision is solely for the benefit of the grantee and the grantor reserves no right or interest in said premises.

Said tract of land has located thereon a structure known as **2007 Smith Avenue** by the present numbering system of the City of Thomasville.

#### SECTION II

BE IT FURTHER ORDAINED that all ordinances of the City of Thomasville in conflict herewith be the same are hereby repealed for purposes of this ordinance only.

#### SECTION III

BE IT FURTHER ORDAINED that the provisions of this ordinance shall not be made a part of the official codified ordinances of the City of Thomasville.

#### SECTION IV

BE IT FURTHER ORDAINED that if any part of this ordinance is declared void it is the intent and the purpose hereof that all other provisions not declared void shall remain in full force and effect.

#### SECTION V

BE IT FURTHER ORDAINED that the effective date of the foregoing ordinance is the date of its second reading and final passage.

#### SECTION VI

This ordinance was introduced and read for the first time in a lawful meeting of the City Council held on July 26, 2021 and passed and adopted on the second reading of the ordinance at a lawful meeting of the City Council held on August 9, 2021.

#### **NEW BUSINESS**

**Resolution to Approve Solar Power Purchase Contract between the City of Thomasville and the Municipal Electric Authority of Georgia and authorization of Mayor to execute the Solar Power Purchase Contract.**

Executive Director of Public Utilities, Chris White reported as members of the Municipal Electric Authority of Georgia (MEAG), the City of Thomasville has a long history of participation in numerous defined electric generation projects to meet the needs of our bulk electric power supply. Additionally, as a participant of the Power One Sales Contract, the City of Thomasville is eligible to participate in additional supplemental power opportunities as outlined in the Supplemental Power Policy. Of our previous agreements to date, none have been for renewable energy resources such as solar, typically relying on other fueled generation opportunities. Our current generation portfolio consist of nuclear, natural gas, coal and hydro. MEAG has recently negotiated a 20 year Power Purchase Agreement of 80MWac from a solar generation facility to be located in Georgia. This is a power purchase agreement without capital investment and/or ownership obligations of MEAG or the City of Thomasville. This agreement only obligates the City of Thomasville with supplemental energy as it is produced. This agreement also includes a fixed energy cost for the full term of the agreement with a proposed subscription by Thomasville of 10 MW. This supplemental resource is expected to be online in 2024. Thomasville currently has no solar energy or by definition, no renewal energy in our portfolio. Staff has closely monitored the progression of this Solar PPA opportunity over the least 18 months and finds the low fixed pricing, no capital investment, favorable contract terms and extremely low risk to be a valued additional to our bulk electric power supply portfolio. We also find great value in having renewal energy resources available to our existing customer base as well as a recruitment incentive for new industries.

Councilmember Flowers motioned to adopt the resolution to approve Solar Purchase Contract between the City of Thomasville and the Municipal Electric Authority of Georgia and authorize the Mayor to execute the Solar Power Purchase Contract, as presented. Mayor Pro Tem Hufstetler seconded. It was noted that Thomasville was one of 22 cities participating in the program. There was no further discussion. The motion passed 4-0, with the following votes recorded: AYES: Mayor Hobbs, Mayor Pro Tem Hufstetler and Councilmembers Flowers and Mobley.

The adopted resolution follows.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THOMASVILLE, GEORGIA APPROVING AND AUTHORIZING THE EXECUTION OF A POWER PURCHASE CONTRACT BETWEEN THE CITY OF THOMASVILLE AND THE MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA, THE PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY OF THOMASVILLE TO SECURE ITS PAYMENT OBLIGATIONS THEREUNDER, AND FOR SUCH OTHER PURPOSES.

WHEREAS, pursuant to the Municipal Electric Authority Act (the "Act"), the City of Thomasville, Georgia, a Georgia municipal corporation (the "Solar Participant") has previously entered into one or more Power Sales Contracts each, as amended, a "Power Sales Contract") with the Municipal Electric Authority of Georgia (the "Authority") for provision of the Solar Participant's bulk electric power supply needs by the Authority from defined projection projects and sources; and

WHEREAS, under one such Power Sales Contract, the Project One Power Sales Contract (the "Project One Power Sales Contract"), the Authority further agreed to provide or cause to be provided additional power needs of the Solar Participant in excess of its entitlement to power supplied under the Project One Power Sales Contract ("Supplemental Power"); and

WHEREAS, the Project One Power Sales Contract provides that the Solar Participant may elect to procure an alternate source of Supplemental Power other than that provided by the Authority from the output of an Authority project; and

WHEREAS, the Authority adopted a Supplemental Power Policy (the "Supplemental Power Policy") under which the Solar Participant and the Authority may make elections regarding provision and procurement of Supplemental Power; and

WHEREAS, the Solar Participant has determined that, in order to meet the growing and diverse energy needs of its customers, it has need for an additional type of economical, reliable source of electric power and energy beyond that provided from the sources available resources of the Authority under the Project One Power Sales Contract and other contracts between the City and the Authority; and

WHEREAS, the Authority has informed the Solar Participant that the Authority has an opportunity to procure a substantial amount of Supplemental Power for a multi-year term through a Power Purchase Agreement with Pineview Solar LLC (the "Company") for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the "Facility") to be constructed, owned, operated, and maintained by the Company (such agreement, the "Supplemental Power Purchase Agreement" or "SPPA"); and

WHEREAS, in accordance with the Supplemental Power Policy, the Solar Participant has requested that the Authority purchase from the Company power, output and services of the Facility to cause to be provided to the City its Supplemental Power; and

WHEREAS, the Authority has agreed to cause to be provided the Solar Participant's Supplemental Power from the power, output and services of the Facility pursuant to the terms of a Power Purchase Contract (the "PPC") in substantially the form attached as Exhibit A hereto; and

WHEREAS, the Solar Participant finds, and the Solar Participant and the Authority agree that the PPC is supplemental to, and is authorized by, the Project One Power Sales Contract and that the Products (as defined in the SPPA) constitute Supplemental Power as defined in the Supplemental Power Policy; and

WHEREAS, the Solar Participant determines that the Solar Participant's payment obligations for Supplemental Power under the PPC authorized thereby shall constitute the general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant is pledged, obligating the Solar Participant to provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due thereunder; and

WHEREAS, the City Council desires to approve the PPC; to authorize the execution and delivery of the PPC and other such documents, certificates, and opinions described therein; and authorize such further actions as necessary for the Solar Participant to procure Supplemental Power as provided thereby.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Solar Participant as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated in the body of this Resolution.
2. Findings and Determinations. All findings and determinations contained in the PPC. Including the recitals thereto, are hereby incorporated herein by reference, and are hereby adopted as findings and determinations of the City Council of the Solar Participant.
3. Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the PPC.
4. Supplemental Power Purchase Agreement. The City Council of the Solar Participant acknowledges receipt of the form of the SPPA to be executed by the Authority and Company.
5. Authorization to Execute PPC. The City Council of the Solar Participant hereby authorizes the Solar Participant to enter, as a Solar Participant (defined therein) into the PPC in substantially the form attached as Exhibit A hereto, and to perform the same, and the Mayor of the Solar Participant is hereby authorized on behalf of the Solar Participant to execute and deliver the PPC. The Mayor, in consultation and with the advice of the

City Attorney, is authorized to agree to such changes to the PPC as may be necessary prior to execution thereof, and the execution and delivery of the PPC shall be conclusive evidence of such approval. The City Clerk of the Solar Participant is authorized to attest the execution by the Mayor of the PPC and to affix the seal of the Solar Participant to such documents.

6. Further Authority. The City Council hereby authorizes, empowers and directs the Mayor and any necessary representatives of the Solar participant, in consultation and with the advice of the City Attorney, to do all such acts and things and to execute all such documents as may be necessary and proper to carry out and comply with the provisions and intent of this Resolution and the PPC.
7. Authorized Representative. The Mayor, City Manager, and Utilities Superintendent of the Solar Participant are each hereby each designated as Authorized Representatives of the Solar Participant, and may, with the advice of the City Attorney, execute notices, certificates, requests, estimates and other documents contemplated by the PPC, subject to the limitations contained herein.
8. Repeal of Conflicting Resolutions. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.
9. Effective Date. This Resolution (including the recitals first above written, which are hereby incorporated into this Resolution) shall take effect immediately upon its adoption. All resolutions, or parts of resolutions, in conflict herewith are repealed.
10. Severability. It is hereby resolved by the Council of the Solar Participant that (i) to the greatest extent allowed by law, each and every section paragraph sentence, clause or phrase of this Resolution is severable from every other section paragraph sentence, clause or phrase of this Resolution and (ii) that to the greatest extent allowed by law, no section paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section paragraph, sentence, clause or phrase of this Resolution. Further, it is hereby resolved that in the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgement or decree of any court of competent jurisdiction, it is the express intent of the Council of the Solar Participant that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or section of this Resolution and that to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs or sections of this Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

DULY ADOPTED at a meeting of the Council of the City of Thomasville, Georgia, held this 9<sup>th</sup> day of August, 2021.

**Resolution of Emergency to Approve on First and Second Reading an Ordinance Approving (a) Renewable Energy Customer Agreement Tariff No. 1, (b) Form Renewable Energy Customer Agreement, (c) Renewable Energy Customer Agreement with Walmart, Inc., and (d) Updates to Standard City Utility Terms and Conditions.**

Executive Director of Public Utilities, Chris White reported that Pursuant to City of Thomasville Ordinance Section 2-2, ordinances shall be read and voted on at two meetings of the Council of the City of Thomasville before is finally enacted unless an emergency exists demanding passage at one meeting. The City Council shall itself determine when such an emergency does exist and shall pass a resolution or motion declaring that the emergency does exist, and instructing the second reading of such an ordinance at the same regular meeting. White further reported there exists an emergency status of need requiring the adoption of such ordinance to timely approve (a) renewable energy customer agreement tariff no. 1; (b) form renewable energy customer agreement; (c) renewable energy customer agreement with Walmart, Inc.; and (d) updates to standard City of Thomasville utility terms and conditions on first and second readings at this one meeting pursuant to City of Thomasville Ordinance Section 2-2. City Attorney Sanders reported

the motion to approve the resolution of emergency shall require the affirmative vote of four members of the City Council.

Councilmember Mobley motioned to adopt the Resolution of Emergency as presented. Mayor Pro Tem Hufstetler seconded. There was no further discussion. The motion passed 4-0, with the following votes recorded: AYES: Mayor Hobbs, Mayor Pro Tem Hufstetler and Councilmembers Flowers and Mobley.

The adopted resolution follows.

#### RESOLUTION OF EMERGENCY

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Thomasville have determined that it is in the best interest of the City of Thomasville to approve an ordinance, as described below, and that there exists an emergency status of need requiring the adoption of such ordinance to timely approve (a) renewable energy customer agreement tariff no. 1; (b) form renewable energy customer agreement; (c) renewable energy customer agreement with Walmart, Inc.; and (d) updates to standard City of Thomasville utility terms and conditions on first and second readings at this one meeting pursuant to City of Thomasville Ordinance Section 2-2.

SO DONE this the 9th day of August, 2021.

**First and second Reading of an Ordinance Approving (a) Renewable Energy Customer Agreement Tariff No. 1, (b) Form Renewable Energy Customer Agreement, (c) Renewable Energy Customer Agreement with Walmart, Inc., and (d) Updates to Standard City Utility Terms and Conditions.**

Executive Director of Public Utilities, Chris White reported the City of Thomasville is a retail electric service provider; and certain retail electric customers of the City, as well as other public power providers in Georgia, have expressed an interest in solar power resources. The City and other public power providers in Georgia are participants in and receive wholesale electric supply from the Municipal Electric Authority of Georgia (“MEAG Power”). MEAG Power has developed a solar renewable energy initiative project and the City has determined to participate on behalf of subscribing retail customers by entering into a Power Purchase Contract (“PPC”) with a term of 20 years from the date of Commercial Operation of the solar facility. The City has prepared a Renewable Energy Customer Agreement Tariff No. 1 to make the solar initiative available to its retail customers under the terms provided for in the Renewable Energy Customer Agreement (RECA), in a manner that allocates transaction costs to such customers without subsidy by other City customers not participating in the solar initiative, as well as that RECA by and between Walmart, Inc. and the City. The RECA Tariff, MEAG Solar PPC and agreement together contemplate the City purchasing solar energy, capacity, and environment attribute from MEAG Power.

Mayor Pro Tem Hufstetler motioned to order the first and second readings, under resolution of emergency, of an ordinance, approving (A) Renewable Energy Customer Agreement Tariff No. 1, (B) Form Renewable Energy Customer Agreement, (C) Renewable Energy Customer Agreement with Walmart, Inc. (D) Updates to Standard City Utility Terms and Conditions; and Authorize the Mayor to execute the Agreement on Behalf of the City of Thomasville, as presented at this one meeting. Councilmember Flowers seconded. There was no further discussion. The motion passed 4-0, with the following votes recorded: AYES: Mayor Hobbs, Mayor Pro Tem Hufstetler and Councilmembers Flowers and Mobley.

The ordinance read for the first and second times, under resolution of emergency, passed and adopted follows.

*Clerk's Note: The digital images of the ordinance adopted on first and second readings, under resolution of emergency, have been inserted on the following sixteen pages. The executed ordinance will be made a part of the permanent record of these minutes.*

AN ORDINANCE APPROVING (A) RENEWABLE ENERGY CUSTOMER AGREEMENT TARIFF NO. 1; (B) FORM RENEWABLE ENERGY CUSTOMER AGREEMENT; (C) RENEWABLE ENERGY CUSTOMER AGREEMENT WITH WALMART, INC. (D) UPDATES TO STANDARD CITY UTILITY TERMS AND CONDITIONS; AND (E) TO ESTABLISH AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Thomasville, Georgia is a retail electric service provider; and

WHEREAS, certain retail electric customers of the City and certain other public power providers in Georgia have expressed an interest in solar power resources; and

WHEREAS, City and certain other public power providers in Georgia are participants in and receive wholesale electric supply from, the Municipal Electric Authority of Georgia ("MEAG Power"); and

WHEREAS, MEAG Power has developed a solar renewable energy initiative project ("Transaction") and City has determined to participate in such Transaction on behalf of subscribing retail customers by entering into a Power Purchase Contract ("PPC") respecting the Transaction with a term of 20 years from the date of Commercial Operation of the solar facility; and

WHEREAS, City has caused to be prepared its Renewable Energy Customer Agreement Tariff No. 1, a copy of which is attached hereto as Exhibit A ("RECA Tariff"), to make the Transaction available to its retail customers under the terms provided for therein and in the Renewable Energy Customer Agreement, a draft of which is attached hereto as Exhibit B ("Agreement"), in a manner that allocates Transaction costs to such customers without subsidy by other City customers not participating in the Transaction, as well as that certain Renewable Energy Customer Agreement by and between Walmart, Inc. and the City, attached hereto and made a part here of as Exhibit C ("Walmart RECA"); and

WHEREAS, the RECA Tariff, PPC and Agreement together contemplate City purchasing certain solar energy, capacity and environment attribute from MEAG Power, and City:

- (a) At its discretion, either retaining such energy, or causing MEAG Power to sell such energy in applicable markets;
- (b) Retaining such capacity for the benefit of the City; and
- (c) Transferring the benefits of such environmental attributes to applicable Customers for certain fees to the City all in accordance with any Agreement(s).

NOW, THEREFORE, in consideration of the foregoing, BE IT ORDAINED by the Council of the City of Thomasville, Georgia, and it is hereby ordained by the authority of the same, as follows.



### SECTION I

The RECA Tariff, Agreement, and the Walmart RECA are hereby approved. The Mayor is hereby authorized and directed to execute and deliver the Walmart RECA. The Agreement will be in substantially the form attached hereto, subject to such changes, insertions and omissions as may be necessary, appropriate and approved by the Mayor of the City, in consultation with the City Attorney. The execution of the Walmart RECA by the Mayor as herein authorized will be conclusive evidence of any such approval. The RECA Tariff and the form of the Agreement approved hereby shall be maintained and on file at the city clerk's office and the administrative offices of the Utilities department.

### SECTION II

The Standard Utility Terms and Conditions attached hereto are hereby approved in the form attached hereto as Exhibit D and incorporated hereby into all utility service arrangement whether provided by ordinance, tariff, contract, or otherwise provided, and the Mayor, City officers with advice of the City Attorney are hereby directed to take all additional steps and action as recommended or necessary to cause such Standard Utility Terms and Conditions to be fully effective. The Standard Utility Terms and Conditions attached hereto are hereby approved in the form attached hereto as Exhibit C shall be maintained and on file at the city clerk's office and the administrative offices of the Utilities department.

### SECTION III

All actions of the City, its officers and staff in connection with the execution, delivery and performance of the Walmart RECA and otherwise implementing the intent of this Ordinance are hereby approved, ratified and confirmed. In order to carry out the transactions contemplated by the Walmart RECA, the Mayor and the Clerk are hereby authorized and directed, in consultation with the city attorney, to execute and deliver any closing papers and certificates, or to take any other actions as may be necessary to effect performance of the Walmart RECA consistent with the terms of the Walmart RECA and this Ordinance.

### SECTION IV

This ordinance shall be effective on the date of its final reading and passage.

### SECTION V

BE IT FURTHER ORDAINED all ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

**SECTION VI**

BE IT FURTHER ORDAINED and it is hereby declared to the be intention of the Mayor and Council of the City of Thomasville that all sections, paragraphs, sentences, clauses, and phrase of this Ordinance are and were, upon their enactment, believed by the Mayor and the Council to be fully valid, enforceable, and constitutional.

**SECTION VII**

BE IT FURTHER ORDAINED and it is hereby declared by the Mayor and the Council of the City of Thomasville that (i) to the greatest extent allowed by law, each and every section paragraph sentence, clause or phrase of this Ordinance is severable from every other section paragraph sentence, clause or phrase of this Ordinance and (ii) that to the greatest extent allowed by law, no section paragraph, sentence, clause or phrase of his ordinance is mutually dependent upon any other section paragraph, sentence, clause or phrase of his ordinance.

**SECTION VIII**

BE IT FURTHER ORDAINED and it is hereby declared that in the event that any phrase, clause, sentence, paragraph or section of this ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgement or decree of any court of competent jurisdiction, it is the express intent of the Mayor and the Council of the City of Thomasville that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or section of the Ordinance and that to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs or sections of this ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION IX**

BE IT FURTHER ORDAINED that the provisions of this ordinance shall not be made a part of the official codified ordinances of the City of Thomasville but will nevertheless be spread upon the public minutes and records of the City of Thomasville.

**SECTION X**

This ordinance was introduced and read at a lawful meeting of the City council for the City of Thomasville, Georgia, held on August 9, 2021, and read the second time, passed and adopted in like manner at the same meeting, under resolution of emergency pursuant to City of Thomasville Ordinance Section 2-2.

City of Thomasville

By: \_\_\_\_\_  
Greg Hobbs, Mayor

Attest: \_\_\_\_\_  
Felicia Brannen, City Clerk

EXHIBIT "A"

City/Commission of  
Electric Service Tariff

RENEWABLE ENERGY CUSTOMER AGREEMENT (RECA) TARIFF NO. 1

PAGES	EFFECTIVE DATE	REVISION
2	Bills Rendered for the Month of August 2021	20210621

**TERMS AND CONDITIONS:**

To all customers who meet the requirements set forth herein and opt to purchase renewable solar resource through the City/Commission of \_\_\_\_\_ ("Electric Provider") to the extent renewable solar resources are available from and provided by its wholesale electric provider, the Municipal Electric Authority of Georgia (MEAG Power)

**DEFINITIONS:**

- Customer* = means any customer of the Electric Provider applying to receive power under this Tariff on or before \_\_\_\_\_ 2021 and who execute a retail service contract substantially on the form attached hereto as Exhibit B to the Ordinance approving this Tariff and acceptable to Electric Provider (capitalized terms used herein but not defined have the meaning specified in such contract).
- Solar Costs* = the monthly gross amount paid by the Electric Provider to MEAG Power pursuant to the terms of the applicable Power Purchase Contract between MEAG Power and Electric Provider (PPC), pro-rated based on Customer's Assigned Subscription
- MEAG Costs* = for a particular month means all costs, charges or other amounts billed to Electric Provider by MEAG Power under the PPC pro-rated based on Customer's Assigned Subscription to the Electric Provider's Entitlement Share kW of the PPC, including, but not limited to, (A) costs of (I) scheduling the delivery of solar energy, (II) energy imbalance penalties and (III) all other charges imposed on MEAG Power and associated with the transmission and delivery of solar energy to the Electric Provider, and (B) a share, determined by the MEAG Power to be allocable to this PPC, of all (I) administrative and general costs and (II) operation and maintenance costs, in each case related to the operation and conducting the business of the MEAG Power, including salaries, fees for legal, engineering, and other services and all other expenses properly related to the conduct of the affairs of the MEAG Power, and any other amount charged by MEAG Power directly related to service hereunder
- Solar kWh<sub>HR</sub>* = (in kWh) solar energy generated pro-rated based on Customer's Assigned Subscription to the Electric Provider's Entitlement Share kW of the MEAG Power PPC

- Market Price* = (in \$/kWh) applicable wholesale market price
- City Service Fee<sub>FIXED</sub>* = \$400 per 1000 kW of Assigned Subscription kW Level per month. For simplicity, the Assigned Subscription kW will be rounded up to the nearest thousand kW. For example: 1255 kW will be rounded to 2000 kW.
- City Service Fee<sub>VARIABLE</sub>* = See formula below.
- True Up Costs* = To the extent Electric Provider receives a credit or payments from, or is billed additional amounts by, MEAG Power, Electric Provider will credit, pay or bill Customer its pro-rated share thereof based on Customer's Assigned Subscription to the Electric Provider's Entitlement Share kW of the PPC
- $\Sigma$  = Sum over all hours of the monthly billing period

**MONTHLY BILL:**

The Monthly Bill is calculated as follows:

$$RECA \text{ Bill} = \left( \begin{array}{c} \text{Solar Costs} + \\ \text{MEAG Costs} + \\ \text{True Up Costs} - \\ \sum (\text{Solar kWh}_{HR} \times \text{Market Price}) + \\ \text{City Service Fee}_{FIXED} + \\ \text{City Service Fee}_{VARIABLE} \\ + \text{Applicable State \& Local Sales Taxes} \end{array} \right)$$

$$City \text{ Service Fee}_{VARIABLE} = \left| 5\% \times \left( \left( \begin{array}{c} \text{Solar Costs} + \\ \text{MEAG Costs} + \\ \text{True Up Costs} - \\ \sum (\text{Solar kWh}_{HR} \times \text{Market Price}) + \\ \text{City Service Fee}_{FIXED} \end{array} \right) \text{when} < 0 \right) \right|$$

EXHIBIT "B"

*Renewable Energy Customer Agreement*

This Renewable Energy Customer Agreement (the "Agreement" or "RECA"), dated \_\_\_\_\_, 2021 ("Effective Date"), is made and entered into by and between the [City/Commission] of \_\_\_\_\_, a Georgia public power provider ("Electric Supplier"), and \_\_\_\_\_, a current retail customer of Electric Supplier ("Customer"). Electric Supplier and Customer are sometimes hereinafter referred to in this agreement collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, certain retail customers of the Electric Supplier and certain other public power providers in Georgia have expressed an interest in solar resources; and

WHEREAS, Electric Supplier and certain other public power providers in Georgia are participants in, and receive wholesale electric supply from, the Municipal Electric Authority of Georgia ("MEAG Power"); and

WHEREAS, MEAG Power has developed a solar renewable energy initiative project ("Transaction") and Electric Supplier desires to participate in such Transaction on behalf of subscribing retail customers by entering into a Power Purchase Contract ("PPC") respecting the Transaction with a term of 20 years from the date of Commercial Operation of the solar facility; and

WHEREAS, Electric Supplier has approved its Renewable Energy Customer Agreement Tariff No. 1, a copy of which is on file with Electric Supplier ("RECA Tariff"), to make the Transaction available to its retail customers under the terms provided for therein and herein (capitalized terms used herein but not defined have the meaning set forth in the RECA Tariff) in a manner that allocates Transaction costs to such customers without subsidy by other Electric Supplier customers not participating in the Transaction;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Supplemental Terms:** This Agreement is subject to any applicable agreements among the Parties and applicable Electric Supplier rules, regulations, service terms and rate schedules and tariffs.
2. **Subscription Level:** Customer desires the following Subscription Level \_\_\_\_\_ kW<sup>1</sup> ("Requested Subscription") of generation capacity from the Transaction. Electric Supplier will request that MEAG Power contract with Electric Supplier to provide the Requested Subscription along with any additional capacity requirements requested by the Electric Supplier. Once the PPC has been entered into between MEAG Power and Electric Supplier and an Entitlement Share for the Transaction has been assigned to Electric Supplier, Electric Supplier will notify Customer in writing of its allocated Requested Subscription in kW

<sup>1</sup> All kW references and calculations provided for herein or in the RECA Tariff are at the Electric Provider's lowside substation delivery point (DP).

("Assigned Subscription"), which amount will be determined in Electric Supplier's sole discretion and may be less than the amount requested depending on MEAG Power's MW rounding and allocation process, among other things, and is final upon such notification.

3. **Solar Power.** The Electric Supplier will provide the Customer's prorated Allocable Share of the energy produced by the Transaction to the extent MEAG Power provides such energy to Electric Supplier and will cause such energy to be cleared at market prices in order to implement the RECA Tariff. "Allocable Share" means Customer's Assigned Subscription as a percentage of all Electric Supplier customer Assigned Subscription under the RECA Tariff, e.g., 100% if Customer is the sole customer subscribing to the Transaction. For the avoidance of doubt, since the energy produced by the Transaction allocable to Customer is being 100% cleared on Customer's behalf, the Customer will continue to receive energy service from Electric Provider under the contracts or tariffs applicable from time to time as if this Agreement were not in effect.
4. **Customer Commitment.** For the avoidance of doubt, Customer's obligations under this Agreement will continue regardless of whether Customer ceases to be a retail electric customer of Electric Provider subject to Section 8 respecting Change of Premises.
5. **Term.** (a) This Agreement will commence on the Effective Date and will continue until 15 years after the Commercial Operation Date (as defined in the Power Purchase Agreement between MEAG Power and the solar company) is achieved according to written notice from MEAG Power ("Termination Date"), which is expected to be on or before November 30, 2023, and if so achieved, would result in a Termination Date of December 1, 2038, unless such Termination Date is extended. Unless either Party provides prior notice to the other Party that it intends for this Agreement to terminate on the Termination Date ("Termination Notice"), the Termination Date will be automatically extended until five years after the Termination Date. Customer and Electric Supplier may each terminate this Agreement for convenience up to 5 years prior to the Termination Date by providing not less than 90 days prior written notice ("Early Termination Notice") to the other.

(b) If Customer or Electric Supplier provides a Termination Notice, this Agreement will terminate on the Termination Date. If Customer or Electric Supplier provides an Early Termination Notice, this Agreement will terminate on the date specified in such notice, which must be an anniversary of the Commercial Operation Date.

(c) Upon receipt of a Termination Notice or an Early Termination Notice from Customer, Electric Supplier will determine and notify Customer of the remaining amount that the Customer would have owed hereunder had this Agreement not been terminated and the Termination Date been extended 5 years past the Termination Date, and Customer will pay such amount ("Termination Fee") to Electric Supplier on or before the applicable Termination Date or other date specified by Electric Supplier. Such Termination Fee will be calculated by Electric Provider in its reasonable discretion as 100% of expected RECA Tariff costs and fees and a percentage of the expected credits as set forth in the table below:

Termination Effected in Years # after COD	Expected Credit Percentage
11	60%
12	66
13	72
14	78
15 – 20	85

To the extent practicable, such calculations will use historic Transaction data, third party market data and industry standard calculation methodologies. Except as expressly set forth herein, no Termination Fee, charge or penalty will be payable by Electric Supplier in connection with

termination hereof. The Parties agree that the damages likely to be incurred by Electric Supplier in the event of termination will be difficult to measure, that the Termination Fee is reasonable, and that the Termination Fee will be paid as liquidated damages in lieu of all such actual damages and not as a penalty. In addition, all payments required hereunder prior to the effective date of such termination and all payments due prior to such termination date will also be paid in accordance herewith. Notwithstanding anything else herein to the contrary, the Termination Date will not be earlier than 10 years after the Commercial Operation Date.

6. **RECs.** Electric Provider will direct MEAG Power to retire the renewable energy certificates ("RECs") produced on behalf of the Customer's Subscription Level and to register and retire its RECs in a nationally accredited environmental attribute tracking registry ("Registry"), which will certify and provide a unique serial number for each REC.

At the Customer's request, the Electric Provider will direct MEAG Power to provide statements of the number of RECs retired, which will include each REC's unique serial number with the Registry, production date, retirement date, and proof of retirement on behalf of Customer.

7. **Rates and Credits.** All charges and credits applicable to Customer will be assessed and paid as provided in the RECA Tariff, as that now exist or may be hereafter changed, on file with the Electric Provider.
8. **Change of Premises.** If Customer ceases to receive electric service from the Electric Supplier, the Customer may assign Customer's Requested Subscription to another existing Customer service location(s) ("Change of Premises") with the prior written consent of the Electric Supplier.
9. **Assignment.** Customer may not assign this Agreement or any of the rights, obligations or benefits received from Customer's participation in this Agreement to any other person or entity except that Customer may, with the Electric Supplier's written approval, such approval not to be unreasonably withheld, assign this Agreement to an eligible affiliate of Customer, provided, that such eligible affiliate of Customer assumes, in writing, all of Customer's duties and obligations hereunder.

10. **Notice.**

- a. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or electronic transmission (including by e-mail) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (iv) on the third (3rd) Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Unless a Party has designated a different officer or address for itself by written notice to the other hereunder, such communications will be sent to the respective Party as follows:

If to the Electric Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Customer:

Walmart, Inc.  
Attention: Steve Chriss 2608 SE J Street

Bentonville, Arkansas 72716-0550  
Email: stephen.chriss@walmart.com

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

**WALMART, INC.**

By: \_\_\_\_\_ Attested By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_ Title: \_\_\_\_\_

**[CITY/COMMISSION]**

By: \_\_\_\_\_ Attested By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_ Title: \_\_\_\_\_



EXHIBIT "C"

*Renewable Energy Customer Agreement*

This Renewable Energy Customer Agreement (the "Agreement" or "RECA"), dated August 19, 2021 ("Effective Date"), is made and entered into by and between the City of Thomasville, Georgia, a Georgia public power provider ("Electric Supplier"), and Walmart Inc., a current retail customer of Electric Supplier ("Customer"). Electric Supplier and Customer are sometimes hereinafter referred to in this agreement collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, certain retail customers of the Electric Supplier and certain other public power providers in Georgia have expressed an interest in solar resources; and

WHEREAS, Electric Supplier and certain other public power providers in Georgia are participants in, and receive wholesale electric supply from, the Municipal Electric Authority of Georgia ("MEAG Power"); and

WHEREAS, MEAG Power has developed a solar renewable energy initiative project ("Transaction") and Electric Supplier desires to participate in such Transaction on behalf of subscribing retail customers by entering into a Power Purchase Contract ("PPC") respecting the Transaction with a term of 20 years from the date of Commercial Operation of the solar facility; and

WHEREAS, Electric Supplier has approved its Renewable Energy Customer Agreement Tariff No. 1, a copy of which is on file with Electric Supplier ("RECA Tariff"), to make the Transaction available to its retail customers under the terms provided for therein and herein (capitalized terms used herein but not defined have the meaning set forth in the RECA Tariff) in a manner that allocates Transaction costs to such customers without subsidy by other Electric Supplier customers not participating in the Transaction;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Supplemental Terms:** This Agreement is subject to any applicable agreements among the Parties and applicable Electric Supplier rules, regulations, service terms and rate schedules and tariffs.
2. **Subscription Level:** Customer desires the following Subscription Level 5,649.46 kW<sup>17</sup> ("Requested Subscription") of generation capacity from the Transaction. Electric Supplier will request that MEAG Power contract with Electric Supplier to provide the Requested Subscription along with any additional capacity requirements requested by the Electric Supplier. Once the PPC has been entered into between MEAG Power and Electric Supplier and an Entitlement Share for the Transaction has been assigned to Electric Supplier, Electric Supplier will notify Customer in writing of its allocated Requested Subscription in kW ("Assigned Subscription"), which amount

<sup>17</sup> All kW references and calculations provided for herein or in the RECA Tariff are at the Electric Provider's lowside substation delivery point (DP).

will be determined in Electric Supplier's sole discretion and may be less than the amount requested depending on MEAG Power's MW rounding and allocation process, among other things, and is final upon such notification.

3. **Solar Power.** The Electric Supplier will provide the Customer's prorated Allocable Share of the energy produced by the Transaction to the extent MEAG Power provides such energy to Electric Supplier and will cause such energy to be valued at market prices in order to implement the RECA Tariff. "Allocable Share" means Customer's Assigned Subscription as a percentage of all Electric Supplier customer Assigned Subscription under the RECA Tariff, e.g., 100% if Customer is the sole customer subscribing to the Transaction. For the avoidance of doubt, since the energy produced by the Transaction allocable to Customer is being 100% valued on Customer's behalf, the Customer will continue to receive energy service from Electric Provider under the contracts or tariffs applicable from time to time as if this Agreement were not in effect.
4. **Customer Commitment.** For the avoidance of doubt, Customer's obligations under this Agreement will continue regardless of whether Customer ceases to be a retail electric customer of Electric Provider subject to Section 8 respecting Change of Premises.
5. **Term.** (a) This Agreement will commence on the Effective Date and will continue until 15 years after the Commercial Operation Date (as defined in the Power Purchase Agreement between MEAG Power and the solar company) is achieved according to written notice from MEAG Power ("Termination Date"), which is expected to be on or before December 31, 2023, and if so achieved, would result in a Termination Date of January 1, 2039, unless such Termination Date is extended. Unless either Party provides prior notice to the other Party that it intends for this Agreement to terminate on the Termination Date ("Termination Notice"), the Termination Date will be automatically extended until five years after the Termination Date. Customer and Electric Supplier may each terminate this Agreement for convenience up to 5 years prior to the Termination Date by providing not less than 90 days prior written notice ("Early Termination Notice") to the other.
 

(b) If Customer or Electric Supplier provides a Termination Notice, this Agreement will terminate on the Termination Date. If Customer or Electric Supplier provides an Early Termination Notice, this Agreement will terminate on the date specified in such notice, which must be an anniversary of the Commercial Operation Date.

(c) Upon receipt of a Termination Notice or an Early Termination Notice from Customer, Electric Supplier will determine and notify Customer of the remaining amount that the Customer would have owed hereunder had this Agreement not been terminated and the Termination Date been extended 5 years past the Termination Date, and Customer will pay such amount ("Termination Fee") to Electric Supplier on or before the applicable Termination Date or other date specified by Electric Supplier. Such Termination Fee will be calculated by Electric Provider in its reasonable discretion as 100% of expected RECA Tariff costs and fees and a percentage of the expected credits as set forth in the table below:

Termination Effectedin Years # after COD	Expected Credit Percentage
11	60%
12	66
13	72
14	78

To the extent practicable, such calculations will use historic Transaction data, third party market data and industry standard calculation methodologies. Except as expressly set forth herein, no Termination Fee, charge or penalty will be payable by Electric Supplier in connection with termination hereof. The Parties agree that the damages likely to be incurred by Electric Supplier in the event of termination will be difficult to measure, that the Termination Fee is reasonable, and that the Termination Fee will be paid as liquidated damages in lieu of all such actual damages and not as a penalty. In addition, all payments required hereunder prior to the effective date of such termination and all payments due prior to such termination date will also be paid in accordance herewith. Notwithstanding anything else herein to the contrary, the Termination Date will not be earlier than 10 years after the Commercial Operation Date.

6. **RECs.** Electric Provider will direct MEAG Power to retire the renewable energy certificates ("RECs") produced on behalf of the Customer's Subscription Level and to register and retire its RECs in a nationally accredited environmental attribute tracking registry ("Registry"), which will certify and provide a unique serial number for each REC.

At the Customer's request, the Electric Provider will direct MEAG Power to provide statements of the number of RECs retired, which will include each REC's unique serial number with the Registry, production date, retirement date, and proof of retirement on behalf of Customer.

7. **Rates and Credits.** All charges and credits applicable to Customer will be assessed and paid as provided in the RECA Tariff, as that now exist or may be hereafter changed, on file with the Electric Provider.
8. **Change of Premises.** If Customer ceases to receive electric service from the Electric Supplier, the Customer may assign Customer's Requested Subscription to another existing Customer service location(s) ("Change of Premises") with the prior written consent of the Electric Supplier.
9. **Assignment.** Customer may not assign this Agreement or any of the rights, obligations or benefits received from Customer's participation in this Agreement to any other person or entity except that Customer may, with the Electric Supplier's written approval, such approval not to be unreasonably withheld, assign this Agreement to an eligible affiliate of Customer, provided, that such eligible affiliate of Customer assumes, in writing, all of Customer's duties and obligations hereunder.

#### 10. Notice.

a. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or electronic transmission (including by e-mail) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (iv) on the third (3rd) Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Unless a Party has designated a different

officer or address for itself by written notice to the other hereunder, such communications will be sent to the respective Party as follows:

If to the Electric Supplier:  
City Manager Thomasville Utilities 111 Victoria Place  
Thomasville, GA 31792

If to Customer:  
Walmart Inc.  
Attention: Steve Chriss 2608 SE J Street  
Bentonville, Arkansas 72716-0550 Email: [stephen.chriss@walmart.com](mailto:stephen.chriss@walmart.com)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

**WALMART INC.**

By: Mark Vanderhelm

Printed Name: Mark Vanderhelm Its: Vice President

City of Thomasville

By: \_\_\_\_\_  
Greg Hobbs, Mayor

Attest: \_\_\_\_\_  
Felicia Brannen, City Clerk

EXHIBIT "D"

**General Utility Service Terms**

**Effective** \_\_\_\_\_ **2021**

Except to the extent otherwise expressly provided by agreement, service term, rule, regulation, rate schedule or tariff ("Service Terms") of the [City/Commission] ("Utility Provider"), the following general utility service terms will apply to all customers as a matter of law and by agreement, which agreement may be provided in writing, but in any case will be deemed agreed to extent a customer begins or continues taking service after the effective date hereof.

1. **Counterparts.** All Service Terms related to utility service may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
2. **No Third Party Benefit.** Unless expressly otherwise provided, nothing in any Service Term will be construed to create any duty, obligation or liability of Utility Provider to any person not expressly made party thereto or beneficiary thereof.
3. **Governing Law.** The validity, interpretation and performance of Service Terms, and each of their provisions, will be governed by the laws of the State of Georgia without giving effect to principles of conflicts of law that would require the application of laws of another jurisdiction. The state court in which Utility Provider resides will have exclusive jurisdiction for the resolution of disputes under Service Terms.
4. **Force Majeure.** In the event that Utility Provider is unable, wholly or in part, by reason of force majeure to deliver the utility service sold under the Service Terms, then, on giving notice in full particulars of such force majeure, before the occurrence if practicable or, if not, then as soon as practicable after the occurrence of the cause relied on, the obligations of Utility Provider, so far as they are affected by such force majeure, will be suspended during the continuance of any inability so caused but for no longer period, and such cause will as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein means act of God; strikes, lock-outs, or other industrial disturbances; acts of public enemy, blockages, wars, insurrections, foreign or domestic terrorists or riots; epidemics; landslides, earthquakes, fires, storms, floods, or wash-outs, arrests, governmental restraint, civil disturbances; explosions; any other emergency creating conditions under which the Utility Provider's compliance with the Contract would become impossible or create a substantial financial burden upon the Utility Provider or its taxpayers and other causes beyond the reasonable control of a party.

5. Time of the Essence. Time is of the essence.
6. Non-Waiver. None of the provisions of the Service Terms will be considered waived by either party except when such waiver is given in writing. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of the Service Terms or to take advantage of any of its rights hereunder will not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same will continue and remain in full force and effect.
7. Uniform Commercial Code. Utility commodities (e.g., electricity, gas or water) under the Service Terms will be considered a "good" governed by the Georgia Uniform Commercial Code.
8. Taxes. All taxes owed related to utility services provided by Utility Provider will be the obligation of, and paid by, the Customer.
9. Inflation/Deflation. As required by Georgia law, including without limitation O.C.G.A. Section 36-30-3(d), rates, fees, or other charges for all utility services subject to a contract with a term in excess of two years may be adjusted by Utility Provider in its sole discretion from time to time to account for inflationary or deflationary factors affecting the provision of utility services.
10. Forward Contract. All customers other than residential customers acknowledge and agree that utility services and the transactions contemplated hereby constitute "forward contracts" and that Utility Provider and such customer is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
11. Severability and Interpretation. If any provision of any Service Term is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions thereof as nearly as possible in accordance with applicable law.

~ End of Adopted Ordinance ~

*Meeting Minutes resume on following pages.*

**Resolution to designate the City of Thomasville Risk Manager as the Safety Coordinator for the City of Thomasville.**

Risk Manager, Eric Gossett reported the Local Government Risk Management Services (LGRMS) is a risk control agency. They provide guidance and recommendations on loss control programs. Much of this is conducted through data driven decisions based upon statistical data. Additionally, each year LGRMS offers a safety grant up to \$10,000. This grant is only offered to members of the Georgia Interlocal Risk Management Agency (GIRMA). This is a reimbursable grant that is utilized to purchase items directed to improving the overall safety of an organization. However, there are specific requirements to the safety grant that must be met. Gossett explained the adoption of a resolution designating the Risk Manager as the Safety Coordinator for the City of Thomasville formally shows the City Council's commitment to the City's safety program and the overall safety and provides the City of Thomasville with other funding opportunities.

Councilmember Mobley motioned to adopt a resolution to designate the City of Thomasville Risk Manager as the Safety Coordinator for the City of Thomasville. Councilmember Flowers seconded. There was no further discussion. The motion passed 4-0, with the following votes recorded: AYES: Mayor Hobbs, Mayor Pro Tem Hufstetler and Councilmembers Flowers and Mobley.

The adopted resolution follows.

**RESOLUTION**

WHEREAS, the Council of the City of Thomasville recognizes its responsibility to provide a safe environment for the public they serve; and,

WHEREAS, the City of Thomasville recognizes its obligation to ensure the safest possible workplace for its employees; and,

WHEREAS, the both the Council of the City of Thomasville and the City of Thomasville recognize that most accidents are preventable; and,

WHEREAS, the Council of the City of Thomasville has ensured allocation of resources for the City of Thomasville to administer an aggressive loss control program within the organization by the position of City of Thomasville's Risk Manager who coordinates the loss control program; and,

WHEREAS, the Council of the City of Thomasville desires to designate the City of Thomasville Risk Manager as the Safety Coordinator for the City of Thomasville.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Thomasville, Georgia, does hereby designate the position of Risk Manager as the Safety Coordinator for the City of Thomasville,

SO READ, APPROVED AND ADOPTED by the Council of the City of Thomasville of the City of Thomasville, Georgia, on this the 9<sup>th</sup> day of August, 2021.

**Motion to approve Alcohol Beverage One Day Event Permit for Consumption of Beer and Wine for the annual *Dinner on the Bricks* event, held at The Ritz Amphitheater on September 25, 2021.**

Business Licensing & Tax Administrator, Melissa Creel reported Vashti Center has applied for a One Day Event Permit for Sale of Alcoholic Beverage by Bona Fide Charitable & Non-Profit Civic Organization Consumption Only (Beer and Wine) for their annual event "Dinner on the Bricks" held at the Thomasville Ritz Amphitheater on Saturday, September 25, 2021. Having completed application to which no issues or concerns have been found, it is requested of Council to approve the One Day Permit as presented.

Councilmember Flowers motioned to approve the Alcohol Beverage One Day Event Permit for Consumption of Beer and Wine for the annual *Dinner on the Bricks* event, held at The Ritz Amphitheater, as presented. Mayor Pro Tem Hufstetler seconded. There was no further discussion. The motion passed 4-0, with the following votes recorded: AYES: Mayor Hobbs, Mayor Pro Tem Hufstetler and Councilmembers Flowers and Mobley.

**Bids and award for the purchase of Junius Street Stormwater Drainage Improvements.**

PE Assistant Engineer, Todd Powell reported the volume of storm water flowing into the roadway in the area of Junius Street also negatively affects the residents of both 105 and 113 Junius Street. He requested Council to consider the bids and award for the purchase of Junius Street Stormwater Drainage Improvements. Bids were received for the provision of all labor, materials, and equipment to construct an 38 feet of 18” diameter Concrete Pipe (RCP) beneath Junius Street, and 255 feet of 30” diameter HDPE storm water drainage piping between 115 and 117 Junius Street. Two Storm water catch basins will be installed on Junius Street to reduce the volume of storm water flowing into the roadway that also negatively affects the residents in the area. Concrete sidewalk (6” thick), GAB Base (8”) and Asphalt patching will cover the area excavated for the 18” RCP. This addition to the drainage system will reduce the contributing drainage area from the current 10 acres to 1.5 acres that will flow into the existing drainage system. All work is to be completed within forty-five (45) consecutive calendar days following receipt of the notice to proceed. There was discussion regarding residential lawn recovery in relation to such projects. It was noted this work will be funded by utilizing 2018 SPLOST funds. A summary of bids received follows.

<u>BIDDER</u>	<u>BID AMOUNT</u>
Defnall & Nick Excavation	\$83,781.00
Green’s Backhoe	\$76,367.50

Mayor Pro Tem Hufstetler motioned to approve the award of bid to Green’s Backhoe in the amount of \$76,367.50, as presented. Councilmember Mobley seconded. Discussion ensued regarding delays of current projects in which Green’s Backhoe received the bid award. Council requested future bid contracts include provisions for incentives and liquidated damages relating to delays that impact project completion time; as well as final lawn/project area recovery when necessary. The motion remained unchanged and there was no further discussion. The motion passed 4-0, with the following votes recorded: AYES: Mayor Hobbs, Mayor Pro Tem Hufstetler and Councilmembers Flowers and Mobley.

**Bids and award for the purchase of a contract for Line Clearance and Right of Way Clearing Services.**

Director of Electrical Engineering and Electric Operations, Jeremy Carter reported the City of Thomasville electric utility system has over 440 miles of overhead electric primary lines and approximately 453 miles of overhead secondary lines. Trees and vegetation management is vital to the efficient operation of our electrical system. The City Electric Department’s Line Clearance and R-O-W Management crews are tasked with maintaining the vegetation encroachment for the entire system but have found that they are primarily being dispatched to trouble areas with no time left to spend on preventative maintenance. The Electric Department decided to evaluate the RFP responses based on the hourly cost of a two-man line clearance crew. This crew size would be used most often and would allow a fair comparison of each companies cost without the need to compare differing capabilities of each piece of equipment that each company is able to provide. The received bids have been compared based on the hourly cost for fielding a standard two (2) man crew and all necessary equipment. In the case of Wolf Tree and Kendall, this includes one (1) crew leader, one (1) tree trimmer, one (1) 60/70 foot Bucket 2x4, one (1) chipper, and one (1) chainsaw. Townsend’s two-man crews consist of one (1) crew leader, one (1) tree trimmer, one (1) 60/70 Bucket 2x4, one (1) chip dump unit 2x4, one (1) chipper, and one (1) chainsaw. The difference in equipment used between Townsend and the other bidders is in Townsend’s use of a flatbed bucket truck instead of a dump bucket truck. Using a flatbed bucket means that they will need a separate chip dump truck to receive and dump the chips generated by the chipper unit. It was noted it would take on average seven-eight years to clear the system; the time is dependent upon vegetation growth and storm frequency. A summary of bids received follows,

<u>BIDDER</u>	<u>BID AMOUNT</u>
Wolf Tree/Davey Resource Group	\$ 98.88/hr.
Kendall Vegetation Services	\$ 110.93/hr
Townsend Tree Service Co.	\$ 118.18/hr



Councilmember Flowers motioned to award the bid to Wolf Tree/Davey Resource Group for the purchase of a contract for Line Clearance and Right of Way Clearing Services as presented. Councilmember Hufstetler seconded. Discussion ensued regarding the 'per hour' rate, it was noted that the 'per hour' bid amount is based upon each contractor's total package which includes charges for vehicles, employees and necessary equipment. The 'per hour' is not intended as an individual employee's hourly wage. There was no further discussion. The motion passed 4-0, with the following votes recorded: AYES: Mayor Hobbs, Mayor Pro Tem Hufstetler and Councilmembers Flowers and Mobley.

## REPORTS

Mayor Pro Tem Hufstetler reported having attended the Annual Georgia Municipal Association (GMA) Convention recently and extended commendations to the City of Thomasville Financial staff for the excellent work they do for the City. He noted that Thomasville was referred to as the "Gold Standard" in municipal operations in the classes he attended.

Councilmember Flowers also reported having attended classes at GMA and noted he attended two events that relating to education and money. He reported there is genuine statewide concern for the future workforce, as the future workforce demand is much greater than the supply of needed skilled workforce.

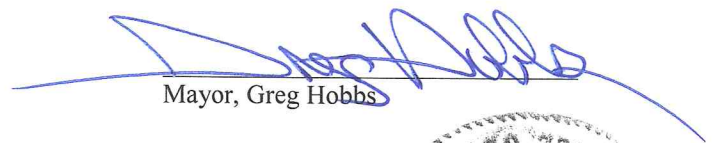
Councilmember Mobley echoed Mayor Pro Tem Hufstetler's comments, noting he attended GMA classes and event as well and Thomasville was mentioned numerous times as an innovative and forward community.

City Manager Carson also extended commendations to City staff and thanked Council for their remarks.

Mayor Hobbs also attended GMA and reported having taken Municipal Gas 101 where Thomasville's Natural Gas Superintendent, Chuck Whitaker, received acknowledgement as well.

## ADJOURNMENT

Having no further business to discuss, the Thomasville City Council Meeting was adjourned at 6:34 PM.

  
Mayor, Greg Hobbs

  
ATTEST: City Clerk

