

## City of Thomasville Council Meeting Minutes, March 9, 2026

The Council of the City of Thomasville met in regular session on the above date. Mayor Scott Chastain presided, and the following Councilmembers were present: Mayor Pro Tem Lucinda Brown and Councilmembers Todd Mobley, Terry Scott and Royal Baker. Also present were the City Manager, Chris White; City Attorney, Timothy C. Sanders; other city staff; citizens and members of the media. The meeting was held in Council Chambers at City Hall, located at 144 East Jackson Street, Thomasville, Georgia. Simultaneous access to the meeting was provided to those members of the media and citizens unable to attend the meeting via the City of Thomasville's online live stream feed located at [www.thomasville.org](http://www.thomasville.org).

### **CALL TO ORDER**

Mayor Scott Chastain called the meeting to order at 6:00 PM

### **INVOCATION**

Mayor Pro Tem Lucinda Brown gave the Invocation.

### **PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Lucinda Brown led the Pledge of Allegiance.

### **APPROVAL OF MINUTES**

Councilmember Mobley moved to approve the Regular Meeting Minutes of February 23, 2026, as presented. Councilmember Baker seconded the motion. There was no discussion. The motion passed unanimously 5-0, with the following votes recorded: AYES: Chastain, Brown, Mobley, Scott, Baker.

### **CITIZENS TO BE HEARD**

Mayor Chastain noted the following rules of decorum: During Citizens to be Heard, speakers shall only make comments that are relevant to the business and government of the City of Thomasville and that are related to public officials and City employees in their official capacities. Each speaker shall refrain from threats of violence and profanity. Citizens following the sign-in procedure listed on the sign-in sheet will be allowed three (3) minutes to address Council during Council Meeting. Mayor Chastain then acknowledged the following citizens listed on the Citizens to be Heard Sign-In Form:

1. Joby Crawford, resident of Cecil Street, Thomasville, Georgia, noted that he had attended to speak to Council regarding the alleyway adjacent to his home; however, Assistant City Manager Sealy spoke with him prior to this meeting and explained that the City is looking into the matter. He thanked Council for their assistance in the matter.
2. Candee Henderson, resident of Egg and Butter Road South, Thomas County, Georgia, noted her mission was for Thomasville and Thomas County to use 100% renewably sourced energy 2035. She spoke in favor of On Bill Financing for energy efficiency. She spoke in opposition of the On Bill Financing for gas appliances, as it encouraged customers to use more natural gas, a fossil fuel. She encouraged Council to vote in opposition of the On Bill Financing item for gas appliances.
3. Keith Thomas, resident of Wood Gate Lane, Thomasville, Georgia, expressed gratitude to Councilmember Scott for his personal condolences when his mother passed. He encouraged Councilmembers to consider incentives to encourage more economic growth because businesses were going to locate in adjacent towns instead of Thomasville.
4. Paul Deese, resident of Thomasville, Georgia, offered additional signage suggestions to Councilmembers to help alleviate improper semi-truck traffic through downtown Thomasville. He recommended elevating truck route signage by hanging the signs across the width of the roads as the signage would be more visible.

### **ADOPT AGENDA**

Councilmember Scott moved to adopt the agenda as presented. Mayor Pro Tem Brown seconded the motion. There was no discussion. The motion passed unanimously 5-0, with the following votes recorded: AYES: Chastain, Brown, Mobley, Scott, Baker.

## **OLD BUSINESS**

### **Second reading of an ordinance to rezone 201 Chatham Drive from R-1, Residential, to R-2, Conditional Use (Multi-Family/Group Development), with conditions.**

City Planner, Kenneth Thompson, reported that there had been no changes to the ordinance since its passage on first reading. The request is consistent with the Thomasville: Blueprint 2028 Comprehensive Plan and the Future Land Use Map. However, additional conditions are necessary to ensure the development is compatible with adjacent properties, the surrounding neighborhood, and the existing school structures.

- General Conditions addressing neighborhood compatibility, site development standards, and architectural design;
- Specific Conditions tailored to the site, including building height, number of units, managed access to North Young Street, and preservation of historic structures; and
- Adherence to the conceptual site plan, with changes permitted only as required for compliance with law, engineering, or historic preservation review.

Councilmember Scott moved to order the ordinance to rezone 201 Chatham Drive, Thomasville, Georgia, from R-1, Residential, to R-2, Conditional Use (Multi-Family/Group Development), with conditions, as read for the second time, passed and adopted as presented. Councilmember Mobley seconded the motion. There was no discussion. The motion passed unanimously 5-0, with the following votes recorded: AYES: Chastain, Brown, Mobley, Scott, Baker.

The adopted ordinance ORD-17-03092026, is attached to these meeting minutes as Exhibit A.

### **Second reading of an ordinance to approve and authorize amendment to the City of Thomasville's On-Bill Financing Program and its participation in the Electric Cities of Georgia's (ECG) On-Bill Financing Grant Program to raise the funding limit.**

Managing Director of Customer Service, Mark Parrillo, reported that there had been no changes to the ordinance since its passage on first reading. Director Parrillo briefly reviewed the program and noted the amount was being increased to \$7,500.00 for financing energy efficient upgrades for homeowners that were customers of Thomasville Utilities.

Councilmember Mobley moved to order the ordinance to approve and authorize amendment to the City of Thomasville's On-Bill Financing Program and its participation in the Electric Cities of Georgia's (ECG) On-Bill Financing Grant Program to raise the funding limit, as read for the second time, passed and adopted as presented. Mayor Pro Tem Brown seconded the motion. There was no discussion. The motion passed unanimously 5-0, with the following votes recorded: AYES: Chastain, Brown, Mobley, Scott, Baker.

The adopted ordinance ORD-18-03092026, is attached to these meeting minutes as Exhibit B.

### **Second reading of an ordinance to approve and authorize the City of Thomasville's Municipal Gas Authority's (MGAG) On-Bill Financing Program and its participation in MGAG's On-Bill Financing Program.**

Managing Director of Customer Service, Mark Parrillo, reported that there had been no changes to the ordinance since its passage on first reading. Director Parrillo briefly reviewed the program and noted it was very similar to the ECG On-Bill Financing Program; however, this program was specifically designed for homeowners who were also natural gas customers of Thomasville Utilities. The maximum loan limit is \$7,500.00 for the purchase and installation of residential natural gas appliances.

Councilmember Baker moved to order the ordinance to approve and authorize amendment to the City of Thomasville's On-Bill Financing Program and its participation in the Municipal Gas Authority's (MGAG) On-Bill Finance Program, as read for the second time, passed and adopted as presented. Councilmember Scott seconded the motion. There was no discussion. The motion passed unanimously 5-0, with the following votes recorded: AYES: Chastain, Brown, Mobley, Scott, Baker.

The adopted ordinance ORD-19-03092026, is attached to these meeting minutes as Exhibit B.

**Second reading of an ordinance to amend text of Chapter 2, Article IV, Division 4, Section 2-143, “Main Street Advisory Board Created Membership”.**

Main Street Director, Katie Ketchum, reported there had been no changes to the ordinance since its passage on first reading. She further reported that the ordinance addresses concerns about term limits and disciplines of the Main Street Advisory Board members as suggested by the Georgia Department of Community Affairs Downtown Development for best practices.

Councilmember Mobley moved to order the ordinance to amend Chapter 2, Article IV, Division 4, Section 2-143, as read for the second time, passed and adopted, as presented. Councilmember Scott seconded the motion. There was no discussion. The motion passed unanimously 5-0, with the following votes recorded: AYES: Chastain, Brown, Mobley, Scott, Baker.

The adopted ordinance ORD-20-03092026, is attached to these meeting minutes as Exhibit C.

**NEW BUSINESS**

**PUBLIC HEARING: FY2026 Community Development Block Grant (FY2026 CDBG).**

Mayor Chastain opened the Public Hearing for the purpose of the Southwest Georgia Regional Commission (SWGRC) to hear public comment relating to the FY2026 Community Development Block Grant (FY2026 CDBG).

Deputy & Planning Director, Barbara Reddick, reported this mandated public hearing was to obtain public comment and to educate the community about the project prior to the submission of the Grant Application. She noted that the Southwest Georgia Regional Commission is working with Halcyon Home and the City of Thomasville to apply to the FY 2026 CDBG Grant for the purposes of building a new family violence shelter. Director Reddick noted that while the City of Thomasville is the grant applicant, it is Halcyon Home who will provide the matching funding requirement of the grant and the SWGRC will be the grant administrator. Director Reddick reported the current family violence shelter facility is severely antiquated and not compliant with the American with Disabilities Act (Ada). She further reported that the current facility is not large enough to ensure the safety and privacy of those individuals and families in domestic violence situations; therefore, a new facility is needed. The new facility will also assist adjacent communities. It was noted that the role of SWGRC in this process was to be the grant administrator, grant writer, and to make certain that all is compliant, quarterly reporting is completed, and to ensure the Halcyon Home and the City of Thomasville have all documents turned in and in compliance until the Grant is closed out. Director Reddick inquired if there were any citizens that would like to comment in favor, or in opposition, of this Grant application and project. There were two citizens who provided comment:

1. Thomas County Sheriff, Tim Watkins, spoke in favor of the project and benefits of the Halcyon Home organization within the Thomasville community as well as surrounding areas.
2. Paul Deese, spoke in favor of the Halcyon Home endeavor, noting the program they have is of great benefit to those in need of assistance due to family violence.

Mayor Chastain closed the Public Hearing.

**Consider Resolutions relating to CDBG FY2026.**

Grants Administrator, Pam Schalk, reported that the Halcyon Home family violence shelter needs expansion and updates which cannot be accommodated at the current facility. The purpose of this application is to meet the needs of our community and surrounding area by building a new facility. As part of developing the FY2025 CDBG grant application on behalf of Halcyon Home, it became clear that additional funding is needed to provide not only a new family violence shelter, but to also provide childcare and transitional housing for victims of family violence in our region. The CDBG Innovative grant program was determined to be a better fit for the project, however, the application was not funded by DCA. The McCall Architectural Firm is providing an updated estimated cost of construction and services. Staff and the Regional Commission will review the budget to ensure all elements are necessary and allowable. The Halcyon Home Board of Directors will vote to accept the firm’s recommendations. Halcyon Home will be responsible for all expenses beyond the grant award. A Resolution from the Halcyon Home Board of Directors confirming the matching funds will be provided prior to application submission. The City Council must approve the resolution to apply and other presented documents as part of the application for the FY2026 CDBG grant on behalf of

Halcyon Home for the construction of a new family violence shelter. The grant request will be one million dollars (\$1,000,000). Halcyon Home will provide the required matching funds, and the city will provide audit services in an amount of up to one thousand dollars (\$1,000) for the annual audit and three thousand dollars (\$3,000) for legal fees. Staff will provide support as outlined in the enclosed MOU with Halcyon Home. The SW GA Regional Commission will provide services as outlined in the enclosed MOA.

**1. Resolution to authorize submittal of Community Development Block Grant (CDBG) FY2026**

**Application.**

Councilmember Scott moved to adopt a resolution to authorize submittal of Community Development Block Grant (CDBG) FY2026 Application as presented. Mayor Pro Tem Brown seconded the motion. There was no discussion. The motion passed unanimously 5-0, with the following votes recorded: AYES: Chastain, Brown, Mobley, Scott, Baker.

The adopted resolution follows.

**RESOLUTION**

**WHEREAS**, the Council of the City of Thomasville, Georgia, desires to assist with providing safe shelter for battered women in this region; and,

**WHEREAS**, the Council of the City of Thomasville, Georgia, desires that an application be submitted to the Department of Community Affairs (DCA) for funding under the FY 2026 Community Development Block Grant (CDBG) Grant in the amount of up to one million (\$1,000,000) dollars; and,

**WHEREAS**, the Council of the City of Thomasville, Georgia, desires to enter into a Memorandum of Agreement with the Southwest Georgia Regional Commission for the preparation of the application and the management of the future award; and,

**WHEREAS**, the Council of the City of Thomasville, Georgia, desires to enter a Memorandum of Understanding with the Halcyon Home Board of Directors to outline each parties' responsibilities; and,

**WHEREAS**, the Council of the City of Thomasville, Georgia, desires to authorize the Mayor, or Mayor Pro Tempore, to sign all necessary and related documents as shall be necessary in relation to the FY 2026 CDBG Grant.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Thomasville, Georgia, hereby authorizes the submittal of the FY 2026 Community Development Block Grant (CDBG) Grant in the amount of up to one million (\$1,000,000) dollars to the Department of Community Affairs (DCA) to provide funding assistance for construction of a new battered women's shelter; and

**BE IT FURTHER RESOLVED** that the Council of the City of Thomasville, Georgia, further authorizes the execution of both the referenced MOA and the MOU as to outline each parties' responsibilities; and

**BE IT FURTHER RESOLVED** that the Council of the City of Thomasville, Georgia, further authorizes the Mayor of the City of Thomasville, Mayor Pro Tempore as the signatory on all necessary and related documents as shall be necessary in relation to the FY 2026 CDBG application.

**PASSED, APPROVED AND ADOPTED** by the Council of the City of Thomasville, Georgia, on this, the 9<sup>th</sup> day of March 2026.

**2. Resolution for Continuous Use Policy, Ongoing Operations, and Maintenance Plan Commitment.**

Councilmember Mobley moved to adopt a resolution that outlines the responsibility for adherence to the Continuous Use Policy, Ongoing Operations and Maintenance Plan for the FY2026 CDBG Grant, as presented. Councilmember Baker seconded the motion. There was no discussion. The motion passed unanimously 5-0, with the following votes recorded: AYES: Chastain, Brown, Mobley, Scott, Baker.

The adopted resolution follows.

**RESOLUTION  
BY  
CITY OF THOMASVILLE**

**Continuous of Use Policy, Ongoing Operations, and Maintenance Plan**

**WHEREAS**, City of Thomasville is applying for a FY 2026 Community Development Block Grant- (CDBG) application to the State of Georgia Department of Community Affairs (DCA) and,

**WHEREAS**, City of Thomasville will serve as the grant's applicant/recipient for the CDBG application to construct a new build for the battered women located in Thomasville, GA and Freesia Properties also known as (aka) Halcyon Home will serve as the subrecipient. The building will be newly constructed and used as a battered women's shelter for at least ten (10) years as stated in the attached letter.

**WHEREAS**, City of Thomasville is aware that all CDBG projects that propose to construct a building for the purpose of serving a limited clientele population must also adhere to DCA's Continued Use Policy for a period of ten (10) years and the ongoing operations and maintenance plan.

**BE RESOVLED**, Freesia Properties aka Halcyon Home will be responsible for adherence to the Continuous of Use Policy, Ongoing Operations and Maintenance Plan as stated in the attached letter.

**BE FURTHER THEREFORE RESOLVED**, City of Thomasville and Freesia Properties aka Halcyon Home will comply with the continuous of use policy, ongoing operations and maintenance plan for this CDBG grant that will benefit low-to-moderate income residents in Thomas and surrounding counties served by Freesia Properties aka Halcyon Home.

**Resolution to distribute LOST Funds for Recreation to the Cities of Barwick, Boston, Meigs, Ochlocknee, and Pavo.**

Director of Parks & Recreation, Mike Owens, reported that On November 3, 1992, the voters of Thomas County, Georgia approved a referendum for Local Option Sales Tax (LOST) in the amount of 1%. This one percent is split between the City and County for various purposes that will mutually benefit the community. A percentage of those funds are designated for the purposes of recreational activities for the City of Thomasville and for the towns of Barwick, Boston, Coolidge, Meigs, Ochlocknee, and Pavo. In the past, the Thomas County Recreation Advisory Board has recommended the sum of \$5,000 be distributed to each of the cities of Barwick, Boston, Coolidge, Meigs, Ochlocknee, and Pavo in support of their recreational efforts. Appropriations for these distributions were included in the budget again this year, specifically in the 2026 Parks & Recreation's operating budget. Since distributing last year's check, the following report was received as to what those efforts entailed in each town respectively.

- Barwick –Replaced broken swings at playground and held movie nights at the park
- Meigs- Kid's Festival
- Boston – Routine Maintenance and (2) holiday festivals for the kids in the park
- Pavo – Routine Park maintenance
- Ochlocknee – Routine Park maintenance
- Coolidge – Routine Park Maintenance

Councilmember Mobley moved to adopt the resolution to distribute LOST Funds for Recreation as presented. Mayor Pro Tem Brown seconded the motion. There was no discussion. The motion passed unanimously 5-0, with the following votes recorded: AYES: Chastain, Brown, Mobley, Scott, Baker.

The adopted resolution follows.

### **RESOLUTION**

**WHEREAS**, on November 3, 1992, the voters of Thomas County, Georgia, approved by referendum a Local Option Sales Tax (the “LOST”), also known as a Joint County and Municipal Sales and Use Tax, in the amount of one percent (1%); and

**WHEREAS**, from the proceeds of the LOST, certain funds are designated to be remitted to the City of Thomasville to be administered for purposes of miscellaneous recreation activities for the City of Thomasville and for the cities of Barwick, Boston, Coolidge, Meigs, Ochlocknee and Pavo; and

**WHEREAS**, from those funds, the sum of \$5,000.00 per fiscal year, as appropriated by the City Council for the City of Thomasville, may be allocated to the cities of Barwick, Boston, Coolidge, Meigs, Ochlocknee and Pavo for use in the recreation programs of these cities; and

**WHEREAS**, the Thomasville – Thomas County Recreation Advisory Board has recommended that the sum of \$5,000.00 be distributed as soon as possible hereafter to each of the smaller cities referred to above, to be used by each such city for miscellaneous recreation purposes during the balance of fiscal year 2026; and

**WHEREAS**, upon review and consideration by the City Council for the City of Thomasville of the recommendation of the Thomasville-Thomas County Recreation Advisory Board as described above, the City Council deems the recommendation to be prudent and consistent with the objectives of the LOST with respect to funding miscellaneous recreation activities in Thomas County, Georgia;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Thomasville that the recommendation of the Thomasville-Thomas County Recreation Advisory Board be, and it is hereby, accepted and adopted.

**BE IT FURTHER RESOLVED** that City Manager Chris White and Chief Financial Officer Ashley Cason are authorized to make the distributions set out above from LOST monies remitted to the City of Thomasville and to forward those distributions to the mayors of the cities of Barwick, Boston, Coolidge, Meigs, Ochlocknee, and Pavo, along with appropriate instructions on the conditions under which the funds are distributed, as soon as practicable hereafter.

**SO RESOLVED** this 9<sup>th</sup> day of March 2026.

### **REPORTS**

City Manager White reported that the City of Thomasville would hold a family movie night at The Ritz Amphitheater on Saturday, March 14, 2026, and feature the film “Lilo & Stitch”. He encouraged all to attend the family-friendly event.

Councilmembers collectively thanked citizens for their participation and attendance during Council meetings.

It was noted that construction was still underway on the Georgia Highway 3 / GDOT sidewalk project and that construction would begin soon relating to the Cassidy Pond Park project.

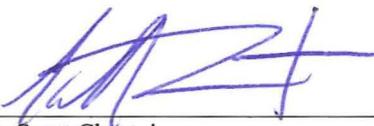
Mayor Pro Tem Brown commended city staff for their efforts in organizing the Black History Month Parade and Celebration. She noted there were over 130 entries in the parade and commended the community for its support of the event.

Mayor Chastain noted the City was invested in its public spaces, noting there were a lot of projects currently underway.

**ADJOURNMENT**

Having no other business for consideration by the City Council, the Thomasville City Council Meeting was adjourned at 6:36 PM.

**CITY OF THOMASVILLE, GEORGIA**

By:   
Name: Scott Chastain  
Title: Mayor, City of Thomasville

ATTEST:   
Name: Felicia Brannen  
Title: City Clerk, City of Thomasville

Affix seal:



# EXHIBIT A

*Ordinance to rezone 201 Chatham Drive, from R-1 Single-Family Residential, to R-2, CU "Multi-Family, Group Development Residential with Conditions" Second Reading, 03.09.2026 Page 1 of 3*

## **ORDINANCE NO.: ORD-17-03092026**

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 6** OF SECTION 22-91 CAPTIONED "**R-1 SINGLE-FAMILY RESIDENTIAL**", TO DESCRIBE SAID EXCLUDED TRACT AND TO DESIGNATE THE SAID SAME TRACT AS **PARCEL 81** OF SECTION 22-91 CAPTIONED "**R-2, CU "MULTI-FAMILY, GROUP DEVELOPMENT RESIDENTIAL WITH CONDITIONS"**". 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 6** from Section 22-91 captioned "**R-1, Single-Family Residential**" and to designate the said same tract as **Parcel 81** of Section 22-91 captioned "**R-2, CU " Multi-Family, Group Development Residential with Conditions."**" attached hereto and made a part hereof as if fully set forth herein as **Exhibit A, General Conditions, Exhibit B, Specific Conditions, and Exhibit C, Concept Site Plan,** for the protection and benefit of the neighboring properties and neighbors to ameliorate the effects, if any, of the change in zoning, such parcel more particularly described as follows:

All that tract or parcel of land situate, lying and being in the City of Thomasville, Thomas County, Georgia, as shown by a plat of survey drawn by James A. Anderson, Jr. under date of March 26, 1985, and recorded in Deed Book 8-D, Page 592, in the office of the Clerk of the Superior Court of Thomas County, Georgia, and being described in accordance with said plat as follows:

Beginning at the corner formed by the intersection of the western margin of Woodland Drive with the northern margin of Chatham Drive and running thence north 1 degree 24 minutes west along said margin of Woodland Drive a distance of 1,033.9 feet to the southern margin of an unopened and un-named 50 foot street; thence south 79 degrees 59 minutes west along said street margin a distance of 425.1 feet to the eastern margin of Young Street (Unopened); thence south 1 degree 21 minutes east along said street margin a distance of 961.8 feet to a point; thence continuing along said street margin south 11 degrees 40 minutes west a distance of 77 feet to the northern margin of Chatham Drive; thence north 00 degrees east along said margin of Chatham Drive a distance of 443.9 feet to the point of beginning.

Map Parcel No.: 013 007002.

**SECTION II**

**BE IT FURTHER ORDAINED** that this ordinance shall be effective on the date of its final reading and passage.

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

**SECTION VI**

**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 extend allowed by law, all remaining phrases, clauses, sentences, paragraphs or section of this ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**SECTION VII**

This ordinance shall not be made a part of the official codified ordinances of the City of Thomasville but shall nevertheless be spread upon the public minutes and records of the City of Thomasville.

**SECTION VIII**

This ordinance was introduced and read at a lawful meeting of the City Council for the City of Thomasville, Georgia, held on February 23, 2026, and read the second time, passed and adopted in like meeting held on March 9, 2026.

**CITY OF THOMASVILLE, GEORGIA**

By: \_\_\_\_\_  
Mayor, Scott Chastain

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

(SEAL)

**END EXHIBIT A**

## **EXHIBIT B**

### **ORDINANCE NO.: ORD-18-03092026**

**ORDINANCE OF THE CITY OF THOMASVILLE, GEORGIA, APPROVING AND AUTHORIZING, AMONG OTHER THINGS, (A) ITS ON-BILL FINANCING PROGRAM, (B) THE DEVELOPMENT BY CITY STAFF OF MINIMUM TERMS AND QUALIFICATIONS FOR CONTRACTORS FOR THE GRANT PROGRAM AND ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR SUCH CONTRACTORS, (C) ITS ON-BILL FINANCING UTILITY TARIFF, AND (D) EXECUTION, DELIVERY AND PERFORMANCE OF A SUPPLEMENT TO ITS GRANT SERVICES CONTACT WITH ELECTIC CITIES OF GEORGIA, INC., DATED AS OF JUNE 1, 2010, AND OTHER MATTERS**

**WHEREAS**, Electric Cities of Georgia, Inc. (“ECG”) and the City of Thomasville, Georgia (the “City”) have entered into a Participant Services Contract, dated as of March 1, 2009, as amended and supplemented (a “Services Contract”), including as amended and supplemented by that certain Grant Services Contract, dated as of June 1, 2010, between ECG and the City (the “Grant Contract”); and

**WHEREAS**, the Georgia Environmental Finance Authority, f.k.a., the Georgia Environmental Facilities Authority (“GEFA”), created certain funding opportunities under the 2009 State Energy Program and Energy Efficiency and Conservation Block Grant Program, which are funded by the American Recovery and Reinvestment Act of 2009 (the “ARRA”) and include the Renewable Energy Grant, the Residential Energy Efficiency Grant and the Utility Financing Grant for Residential Energy Efficiency (the “On-Bill Financing Grant”); and

**WHEREAS**, Electric Cities was successful in being awarded certain funds from GEFA under the On-Bill Financing Grant program (the “Grant Program”) on behalf of its applicable participants, including the City, which program is described in more detail in Exhibit A hereto, which is incorporated herein by this reference; and

**WHEREAS**, to effect the Grant Program, it is necessary to approve and authorize (a) the Grant Program, (b) the development by proper officers, agents and employees of the City of Thomasville minimum terms and qualifications for contractors for the Grant Program and issuance of a request for qualifications for such contractors, (c) the Energy Efficiency Facilities Fee Tariff, attached hereto as Exhibit B, which is incorporated herein by this reference (the “Tariff”), and (d) execution, delivery and performance of a supplement to the Grant Contract, respecting the Grant Program (the “Supplement”), a draft of which is attached hereto as Exhibit C, which is incorporated herein by this reference;

**IT IS HEREBY FOUND AND DETERMINED** that the Grant Program is in the best interest of the City and its citizens and in furtherance of its public purpose, including conservation of energy and water resources, development of energy efficient facilities benefiting its utility systems and improving the health and environmental conditions in the City, and of its citizens, in accordance with the City's Charter and State law;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Thomasville, Georgia, as follows:

**Section 1.** The Grant Program is hereby approved as described in Exhibit A hereto and in compliance with GEFA and ECG requirements.

**Section 2.** City Manager and other proper officers, agents and employees of the City are hereby authorized to develop minimum terms and qualifications for contractors for the Grant Program and issue a request for qualifications for such contractors.

**Section 3.** The Tariff is hereby approved in the form attached hereto as Exhibit B.

**Section 4.** The execution, delivery and performance of the Supplement are hereby authorized. The Mayor and the Clerk of the City are hereby authorized to execute and deliver the Supplement on behalf of the City, which Supplement shall be in substantially the form attached hereto as Exhibit C with such minor changes, insertions or omissions as may be approved by the Mayor and the Clerk of the City, and the execution of the Supplement by the Mayor and the Clerk of the Supplement as hereby authorized shall be conclusive evidence of any such approval.

**Section 5.** The proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of such documents and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with effecting the Tariff and the Grant Program or as required by the U.S. Department of Energy, GEFA or ECG pursuant to the ARRA, and related rules and regulation, the Services Contract or the Grant Contract.

**Section 6.** All acts and doings of the officers, agents and employees of the City that are in conformity with the purposes and intents of this Ordinance and in furtherance of effecting the Tariff and the Grant Program are, in all respects, approved and confirmed.

**Section 7.** In the event that the Mayor is unavailable to execute the documents herein authorized to be executed, the Mayor - Pro Term is hereby authorized to execute all such documents on his behalf.

**Section 8.** This Ordinance shall be effective on the date of its final reading and passage.

**Section 9.** All Ordinances in conflict with this Ordinance are hereby repealed.

**Section 10.** This ordinance shall not be made a part of the official codified ordinances of the City of Thomasville, but shall nevertheless be spread upon the public minutes and records of the City of Thomasville.

**Section 11.** It is hereby declared to be the 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 12.** 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 this Ordinance is mutually dependent upon any other section paragraph, sentence, clause or phrase of this Ordinance.

**Section 13.** It is hereby declared that in the event that any phrase, clause, sentence, paragraph, section, Exhibit, including any phrase, clause, sentence, paragraph, or section within such Exhibit, 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 this 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 14.** This Ordinance was introduced and read at a lawful meeting of the City Council for the City of Thomasville, Georgia, held February 23, 2026, and read the second time, passed and adopted in like meeting held on March 09, 2026.

**CITY OF THOMASVILLE, GEORGIA**

By: \_\_\_\_\_  
Mayor, Scott Chastain

Attest:

\_\_\_\_\_  
Felicia Brannen, City Clerk

(SEAL)

## EXHIBIT A

### GRANT PROGRAM DESCRIPTION

#### **Electric Cities of Georgia Program Description and Implementation Plan On-Bill Energy Efficient Facility Funding Program<sup>1</sup>**

##### Introduction

The Electric Cities of Georgia, Inc. (Electric Cities or ECG) On-Bill Energy Efficient Facility Funding Program is a service for utility customers located within the electric service areas of municipally-owned electric distribution systems. The program was established pursuant to the American Recovery and Reinvestment (ARRA) Act of 2009 and funds for the program have been made available from the U.S. Department of Energy (USDOE) through the State of Georgia, Division of Energy Resources of the Georgia Environmental Finance Authority (GEFA). Electric Cities of Georgia (ECG) has been awarded \$785,000 on behalf of its member cities and utility commissions and subdivisions (Participants) for the Electric Cities On-Bill Energy Efficient Facility Funding Program.

##### Program Overview

The Electric Cities On-Bill Energy Efficient Facility Funding Program is a revolving funding program available for customers of Participants of the Electric Cities. The program is designed to improve energy efficiency in the State of Georgia by providing low-cost funding to residential homeowners for the purchase and installation of energy efficient equipment and home envelope energy efficiency improvements.

##### Eligible Funding Activities

Georgia Participants of the Electric Cities of Georgia can utilize the Electric Cities On-Bill Energy Efficient Facility Funding Program to supplement current rebate programs or special promotions. Funds are available for residential homeowners that receive electric service from the Participants. Funding will be made available for the following activities (some Participants may elect to exclude some activities):

- Purchase and installation of EnergyStar qualified appliances, including:
  - Refrigerators
  - Freezers
  - Clothes washers
  - Dishwashers
  - Water heaters

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<sup>1</sup> Program terms and conditions may be modified from time to time by Electric Cities as required by the Georgia Environmental Finance Authority or the U.S. Department of Energy.

- Purchase and installation of EnergyStar qualified central heating and air conditioning equipment and systems, including:
  - Central electric air conditioners and heat pumps
  - Programmable electronic thermostats (in conjunction with new equipment listed above)
- Home weatherization services, including:
  - Installation of insulation
  - Air sealing and caulking
  - Duct sealing and insulation

### Structure & Requirements of Each Funding

Because the ECG Participants are cities or subdivisions of cities, we are recommending to our Participants that the funds provided to their customers be recovered through a utility “facility fee,” which will allow the utilities to file utility liens against the properties. This structure will provide additional assurance that funding amounts will be repaid and will protect the longevity of the funding program.

On-Bill Energy Efficient Facility Funding will be offered only to owner-occupied or owner approved residences that meet each utility’s credit worthiness criteria. ECG will recommend the following minimum criteria:

- The customer must have been a customer of the utility for at least 12 months
- The customer’s utility accounts must be current with no outstanding balance
- The customer must have had no more than one late payment in the past 12-month period

The following specifics will apply to each residential funding:

- Maximum funding amount per customer - \$7,500.00
- Funding available for “Eligible Funding Activities” only
- Maximum funding repayment amortization term:
  - 60 months for projects having a Funding Amount greater than \$3,000.
  - 36 months for projects having a Funding Amount of \$3,000 or less.
- Funding will carry a 0% interest rate for all funding amounts made using initial grant funds. Future funding amounts paid out from the revolving energy efficient facilities fund may carry a non-zero interest rate in the event that program expenses have become burdensome or repayment failure reserves fall below acceptable levels; however, we anticipate that the utilities will maintain these rates at very low levels. Upon a failure to repay funding amount when due, interest or penalty may be charged by the Participant along with other remedies provided by the Participant’s charter, ordinances, rules and regulation and state law.
- The City shall have a lien on each Efficiency Project and the real property upon which the applicable Efficiency Project is installed.
- A monthly administrative fee will be added to each customer’s monthly payment amount (principal plus interest, if applicable). All administrative fees collected during the initial grant period will be held in repayment failure reserve funds maintained by the individual utilities to cover potential repayment failures. Grant funds will not be used for

administrative or program development costs. ECG will recommend that the monthly administrative fee be 0.1% of the funding amount, rounded up to the nearest dollar, with a minimum fee of \$3.00. For example, if \$3,500 is paid on behalf of a customer from program funds, the administrative fee would be  $\$3,500 \times .001 = \$3.50$ , rounded up to \$4.00 per month.

### Program Structure

ECG will maintain a common revolving program fund on behalf of the Participants participating in the program. Each such Participant will be responsible for accepting and pre-approving applications from their customers, making payments to authorized contractors, collecting and tracking repayments from their customers, establishing and maintaining a repayment failure reserve fund, filing utility liens, and providing to ECG any other reporting information required by GEFA. Participants will submit completed applications to ECG for final approval, and ECG will reimburse Participants from the revolving program fund monthly in the total amount of funding made that month. ECG's approval will be limited to ensuring that the application is complete, that proposed activities are consistent with program criteria, and that sufficient funds are available in the revolving fund.

The Participant will be billed monthly by ECG for the total aggregate amount of payments due the applicable Participant (excluding the administrative fee or any interest or other fees charged). The Participant will bill their customers and collect payments. The administrative fees (and interest and late payment fees, if applicable) collected by each will be used to fund repayment failure reserve accounts maintained by the Participant. In the event that repayment failures exceed the funds available in the repayment failure reserve, Participants will be obligated to make their respective reserve funds whole, and will re-evaluate the administrative fee charged and make an appropriate increase if necessary.

Once approved, funding for an approved project will be paid by the Participant directly to the qualified contractor or retailer with whom the customer has contracted for services. Repayment of such funding will be secured by a utility lien upon the property with appropriate public lien record filings. Grant funds will be allocated to the participating Participants according to the number of residential customers, and funds will be reserved from the original grant pool for each Participant in this amount until June 30, 2011, at which time any remaining funds will be made available on a first-come first-served basis.

EXHIBIT B  
ENERGY EFFICIENCY FACILITIES FEE TARIFF  
(Effective 04/07/2025)

All eligible residential homeowners that receive electric service from the City satisfying the criteria listed in this tariff (“Eligible Customers”) are eligible to have the purchase, installation and development of eligible energy efficiency equipment and improvements (“Efficiency Projects”) from or by approved contractors funded by the City, subject to (a) the terms and conditions set forth herein and otherwise established by the City, and (b) availability of funds pursuant to the American Recovery and Reinvestment Act of 2009 through the U.S. Department of Energy, the State of Georgia, Division of Energy Resources of the Georgia Environmental Finance Authority and/or Electric Cities of Georgia, Inc., or from other sources approved by the City. The funding program provided for herein is referred to as the City’s Energy Efficiency Facilities Funding Program.

Eligible Efficiency Projects

Eligible Efficiency Projects include:

- Purchase and installation of EnergyStar qualified appliances, including:
  - Refrigerators
  - Freezers
  - Clothes washers
  - Dishwashers
  - Water heaters
- Purchase and installation of EnergyStar qualified central heating and air conditioning equipment and systems, including:
  - Central electric air conditioners and heat pumps
  - Programmable electronic thermostats (in conjunction with new equipment listed above)
- Home weatherization services, including:
  - Installation of insulation
  - Air sealing and caulking
  - Duct sealing and insulation

Eligible Customers

Eligible Customers include all residential homeowners that receive electric service from the City for owner-occupied residences satisfying the following criteria upon filing a properly completed application in the form approved by the City:

- The customer must have been a customer of the utility for at least 12 months.
- The customer’s City utility accounts must be current with no outstanding balance.
- The customer must have had no more than one late payment in the past 12-month period.

City may reject any application of an otherwise Eligible Customer if it has reasonable grounds for insecurity regarding the performance of any of such customer's obligations respecting the City's Energy Efficiency Facilities Funding Program (whether or not then due).

### Licensed Contractors

Licensed Contractors include contractors licensed by the State of Georgia.

### Terms and Conditions

In addition to all other applicable rules or regulations of the City, the following terms and conditions are applicable to the City's Energy Efficiency Facilities Funding Program and all funding thereunder:

1. Maximum financing amount per customer - \$7,500.00.
2. Funding only available for "Eligible Efficiency Projects."
3. Customers shall repay the City all Energy Efficiency Facilities Funding Program amounts funded hereunder by City to such customer, or to an Approved Contractor on such customer's behalf ("Funding Amounts"), as a facilities charge respecting the City's utility services, in equal monthly installments for the term selected by the customer in its application, which amounts are hereby assessed and shall be added to such customer's monthly City utility bill and due in accordance with City's standard terms and condition applicable to utility payments. All repayment obligations due hereunder from the customer shall be immediately due and payable upon the sale or destruction of the applicable Efficiency Project or the real property upon which the applicable Efficiency Project is installed. The obligation of the applicable customer to pay promptly its payment obligations hereunder shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the City, whether hereunder or otherwise. Amounts due and not paid by customer when due shall bear the additional charge of the lesser of 1.5% percent per month or the maximum interest rate permitted by law, for each month or fraction thereof, until the amount due is paid in full.
4. Maximum funding repayment amortization term:
  - o 60 months for projects having a Funding Amount greater than \$3,000.
  - o 36 months for projects having a Funding Amount of \$3,000 or less.
5. Funding will be made at a 0% interest rate for all funding from initial grant funds.
6. A monthly administrative fee will be charged and added to each customer's monthly payment amount (principal plus interest and penalties, if applicable) due hereunder in the amount of 0.1% of the aggregate Funding Amount, rounded up to the nearest dollar, with a minimum fee of \$3.00. For example, if \$3,500 is paid on behalf of a customer from

program fund, the administrative fee would be  $\$3,500 \times .001 = \$3.50$ , rounded up to \$4.00 per month.

7. All information provided by a customer shall constitute a representation and warranty to the City.
8. (a) The occurrence of any of the following events respecting a customer receiving Funding Amounts shall constitute “substantial noncompliance events”:
  - (i) making an assignment or any general arrangement for the benefit of creditors;
  - (ii) filing a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
  - (iii) otherwise becoming bankrupt or insolvent (however evidenced);
  - (iv) being unable to pay debts as they fall due;
  - (v) having a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
  - (vi) failing to perform any obligation to the City;
  - (vii) not having paid any amount due the City upon receipt of a bill therefor in accordance with the City’s applicable rules and regulations; or
  - (viii) any material error or falsehood in a customer’s application for the Funding Amount.
- (b) Upon the occurrence and continuance of any substantial noncompliance event, the applicable customer shall not be relieved of its liability for payment of the amounts in default, and the City shall have the right to recover from the applicable customer any amount in default. In enforcement of any such right of recovery, the City may bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any obligation to make any payment for which provision is made in this Tariff or otherwise applicable respecting the City’s Energy Efficiency Facilities Funding Program.
- (c) Upon the occurrence of any substantial noncompliance event, the City may exercise such remedies as are provided herein, other applicable City rules and regulations or by law, including execution and levy of the applicable Efficiency Project or the real property upon which the applicable Efficiency Project is installed in accordance with the City’s charter.
- (d) The rights and remedies given or reserved herein to the City or otherwise available to the City pursuant to its charter, rules or regulations are and shall be deemed to be cumulative, and the exercise of any shall not be deemed to be an election excluding the exercise at any other time of a different or inconsistent right or remedy or the maintenance of any action either at law or in equity.
- (e) The delay or failure of the City at any time to insist in any one or more instances upon a strict performance of provision hereof to exercise any right, remedy, power or

option herein granted or established by law, shall not be construed as an impairment or a waiver or a relinquishment for the future of such right, remedy, power or option, but the same shall continue and remain in full force and effect, and if any breach shall occur and afterwards be compromised, settled or adjusted. The receipt and acceptance by the City of any payment obligations, in whole or in part with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of such breach, and no waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the City.

9. The City shall have a lien on each Efficiency Project and the real property upon which the applicable Efficiency Project is installed.
10. The City and its designated representatives shall have the right to enter upon the real property upon which the applicable Efficiency Project is installed during reasonable business hours on reasonable advance notice (and in emergencies at all times without notice) (a) to inspect the applicable Efficiency Project, (b) for any purpose connected with the City's rights or obligations under this Tariff, or (c) for all other lawful purposes.

EXHIBIT C

GRANT CONTACT SUPPLEMENT

**Supplement to Exhibit A to Grant Services Contract  
On-Bill Energy Efficiency Funding Grant**

This supplement, made and entered into as of October 1, 2010 (the "Supplement"), by and between Electric Cities of Georgia, Inc., a Georgia nonprofit corporation (the "Electric Cities" or "Electric Cities"), and the undersigned political subdivision or other governmental body of the State of Georgia (the "Grant Participant, and together with the other Participants entering into substantially similar Supplements with Electric Cities respecting the hereinafter defined Grants, the "Grant Participants");

**WITNESSETH:  
THAT:**

WHEREAS, Electric Cities and each Grant Participant have entered into a Participant Services Contract, dated as of March 1, 2009, as supplemented (the "Services Contracts"), including as supplemented by the Grant Services Contracts, dated as of June 1, 2010 (the "Grant Contracts"); capitalized terms used herein, but not defined shall have the meaning set forth in the Services Contracts or Grant Contracts, as applicable; and

WHEREAS, the Cities of Covington, Monticello and Thomasville, each a Grant Participant, currently desire to participate in GEFA's On-Bill Financing Grant program (the "On-Bill Program"), though other Grant Participants may participate, in accordance with the Electric Cities GEFA Contracts, and to enter into this Supplement to further specify the terms of such On-Bill Program;

**NOW THEREFORE:**

For and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

**Section 101. Term.** This Supplement shall constitute a binding obligation of each party executing this Supplement as of the date that it is executed by the last signatory (the "Supplement Date") and shall extend until the termination of the latter of the Services Contract or the Electric Cities GEFA Contracts (the "Term"). The Supplement shall be supplemental to, and interpreted in accordance with the Services Contract, and the terms of the Services Contract are hereby incorporated herein by this reference.

**Section 102. Program Description.** The terms and conditions of the On-Bill Program described in Attachment 1 are hereby approved and accepted; provided, however, that such

description may be revised from time to time by Electric Cities, as required by the Georgia Environmental Finance Authority or the U.S. Department of Energy. The terms of all forms, applications, agreements, certificates, affidavits or documents related to the On-Bill Program shall be subject to the prior written approval of Electric Cities, which approval shall not be unreasonably withheld.

**Section 103. Terms and Conditions.** (a) Electric Cities shall maintain a common revolving fund (the “Revolving Fund”) in which will be held all funds received by Electric Cities from GEFA or the Grant Participants respecting the On-Bill Program.

(b) Each month, Electric Cities shall reimburse such Grant Participant amounts paid to its customers under the On-Bill Program, provided that funds are available from the Revolving Fund, such Grant Participant is not in default with respect to any obligation to Electric Cities, and Electric Cities has received the following from such Grant Participant:

1. a certified copy of applicable ordinances, tariffs and other documentation evidencing the establishment by such Grant Participant of an On-Bill Program in substantial accordance with Attachment 1 hereto;
2. properly completed customer applications on mutually acceptable forms;
3. an invoice signed by an authorized officer of the Grant Participant, which contains the following certification: “I hereby certify that the reimbursement requested hereby is made in accordance with all applicable terms and conditions of the On-Bill Program, and has not been the basis for any prior reimbursement requested that has been paid. No event of default under the Services Contract with Electric Cities has occurred and not been waived. Applicable ordinances, tariffs and other documentation evidencing the establishment of the On-Bill Program that are on file with Electric Cities are true and correct copies thereof, have not been amended or supplemented since the date of delivery thereof to Electric Cities and are now in full force and effect; and
4. other reasonable documentation requested by Electric Cities or as required, or reasonably requested, by the Georgia Environmental Finance Authority or the U.S. Department of Energy.

(c) Each month, an amount equal to the aggregate amount of On-Bill Program repayments due and owing to the Grant Participant from its customers (excluding administrative fees, late fees or any interest charged to such customers) in such month shall be added to the Grant Participant’s Monthly Billing Statement and due and owing to Electric Cities in accordance with the Services Contract. For the avoidance of doubt, such amount shall not be reduced to account for any late payments or non-payments by Grant Participant’s customers. Upon the delivery of written notice of termination by Grant Participant to Electric Cities pursuant to Section 503 of the Services Contract, an amount equal to the aggregate amount of outstanding On-Bill Program repayment obligations of Grant Participant’s customers (excluding administrative fees, late fees or any interest charged to such customers) shall be added to the Grant Participant’s Monthly Billing Statement and due and owing to Electric Cities in accordance with the Services Contract.

(d) Grant Participant shall establish and maintain a repayment loss reserve fund, in

which shall be held all administrative fees, late fees or any interest charged to such customer. At any time, if Electric Cities has reasonable grounds for insecurity regarding Grant Participant's payment obligations hereunder (whether or not then due) (including, without limitation, the occurrence of a material change in the creditworthiness of Grant Participant or its customers that have outstanding On-Bill Program repayment obligations), Electric Cities may demand that administrative fees for Grant Participant's On-Bill Program be increased or that Grant Participant otherwise satisfy Electric Cities' credit concerns by mutually agreement.

(e) The following shall constitute defaults by Grant Participant hereunder:

1. Failure to pay any amount due and owing to Electric Cities; or
2. Failure to observe and perform any covenant, condition or agreement of the Services Contract on its part to be observed or performed for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, shall have been given by Electric Cities, unless Electric Cities shall agree in writing to an extension of such time prior to its expiration; *provided, however*, that if the failure stated in the notice cannot be corrected within the applicable period, Electric Cities will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Grant Participant within the applicable period and diligently pursued until the default is corrected.

Upon the occurrence and continuance of any such event of default, Grant Participant shall not be relieved of its liability for payment of the amounts in default, and Electric Cities shall have the right to recover from Grant Participant any amount in default. In enforcement of any such right of recovery, Electric Cities may declare all payment obligations hereunder currently due and payable, bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Agreement. Upon the occurrence of any event of default, Electric Cities may exercise such remedies as are provided in the Services Contract or by law.

**IN WITNESS WHEREOF**, Electric Cities has caused this Supplement to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Grant Participant has caused this Supplement to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Grant Participant to Electric Cities is hereby acknowledged, all as of the day and year first above written.

ELECTRIC CITIES OF GEORGIA, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[SEAL]

(SIGNATURES CONTINUE ON NEXT PAGE)

CITY OF THOMASVILLE, GEORGIA

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

(SEAL)

**Electric Cities of Georgia  
Program Description and Implementation Plan**

**On-Bill Energy Efficient Facility Funding Program<sup>2</sup>**

Introduction

The Electric Cities of Georgia, Inc. (Electric Cities or ECG) On-Bill Energy Efficient Facility Funding Program is a service for utility customers located within the electric service areas of municipally-owned electric distribution systems. The program was established pursuant to the American Recovery and Reinvestment (ARRA) Act of 2009 and funds for the program have been made available from the U.S. Department of Energy (USDOE) through the State of Georgia, Division of Energy Resources of the Georgia Environmental Finance Authority (GEFA). Electric Cities of Georgia (ECG) has been awarded \$785,000 on behalf of its member cities and utility commissions and subdivisions (Participants) for the Electric Cities On-Bill Energy Efficient Facility Funding Program.

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The Electric Cities On-Bill Energy Efficient Facility Funding Program is a revolving funding program available for customers of Participants of the Electric Cities. The program is designed to improve energy efficiency in the State of Georgia by providing low-cost funding to residential homeowners for the purchase and installation of energy efficient equipment and home envelope energy efficiency improvements.

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- Purchase and installation of EnergyStar qualified appliances, including:
  - Refrigerators
  - Freezers
  - Clothes washers
  - Dishwashers
  - Water heaters
- Purchase and installation of EnergyStar qualified central heating and air conditioning equipment and systems, including:
  - Central electric air conditioners and heat pumps
  - Programmable electronic thermostats (in conjunction with new equipment listed above)

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<sup>2</sup> Program terms and conditions may be modified from time to time by Electric Cities as required by the Georgia Environmental Finance Authority or the U.S. Department of Energy.

- Home weatherization services, including:
  - Installation of insulation
  - Air sealing and caulking
  - Duct sealing and insulation

### Structure & Requirements of Each Funding

Because the ECG Participants are cities or subdivisions of cities, we are recommending to our Participants that the funds provided to their customers be recovered through a utility “facility fee,” which will allow the utilities to file utility liens against the properties. This structure will provide additional assurance that funding amounts will be repaid and will protect the longevity of the funding program.

On-Bill Energy Efficient Facility Funding will be offered only to owner-occupied or owner approved residences that meet each utility’s credit worthiness criteria. ECG will recommend the following minimum criteria:

- The customer must have been a customer of the utility for at least 12 months
- The customer’s utility accounts must be current with no outstanding balance
- The customer must have had no more than one late payment in the past 12-month period

The following specifics will apply to each residential funding:

- Maximum funding amount per customer - \$7,500.00
- Funding available for “Eligible Funding Activities” only
- Maximum funding repayment amortization term:
  - 60 months for projects having a Funding Amount greater than \$3,000.
  - 36 months for projects having a Funding Amount of \$3,000 or less.
- Funding will carry a 0% interest rate for all funding amounts made using initial grant funds. Future funding amounts paid out from the revolving energy efficient facilities fund may carry a non-zero interest rate in the event that program expenses have become burdensome or repayment failure reserves fall below acceptable levels; however, we anticipate that the utilities will maintain these rates at very low levels. Upon a failure to repay funding amount when due, interest or penalty may be charged by the Participant along with other remedies provided by the Participant’s charter, ordinances, rules and regulation and state law.
- A monthly administrative fee will be added to each customer’s monthly payment amount (principal plus interest, if applicable). All administrative fees collected during the initial grant period will be held in repayment failure reserve funds maintained by the individual utilities to cover potential repayment failures. Grant funds will not be used for administrative or program development costs. ECG will recommend that the monthly administrative fee be 0.1% of the funding amount, rounded up to the nearest dollar, with a minimum fee of \$3.00. For example, if \$3,500 is paid on behalf of a customer from program funds, the administrative fee would be  $\$3,500 \times .001 = \$3.50$ , rounded up to \$4.00 per month.

### Program Structure

ECG will maintain a common revolving program fund on behalf of the Participants participating in the program. Each such Participant will be responsible for accepting and pre-approving applications from their customers, making payments to authorized contractors, collecting and tracking repayments from their customers, establishing and maintaining a repayment failure reserve fund, filing utility liens, and providing to ECG any other reporting information required by GEFA. Participants will submit completed applications to ECG for final approval, and ECG will reimburse Participants from the revolving program fund monthly in the total amount of funding made that month. ECG's approval will be limited to ensuring that the application is complete, that proposed activities are consistent with program criteria, and that sufficient funds are available in the revolving fund.

The Participant will be billed monthly by ECG for the total aggregate amount of payments due the applicable Participant (excluding the administrative fee or any interest or other fees charged). The Participant will bill their customers and collect payments. The administrative fees (and interest and late payment fees, if applicable) collected by each will be used to fund repayment failure reserve accounts maintained by the Participant. In the event that repayment failures exceed the funds available in the repayment failure reserve, Participants will be obligated to make their respective reserve funds whole, and will re-evaluate the administrative fee charged and make an appropriate increase if necessary.

Once approved, funding for an approved project will be paid by the Participant directly to the qualified contractor or retailer with whom the customer has contracted for services. Repayment of such funding will be secured by a utility lien upon the property with appropriate public lien record filings. Grant funds will be allocated to the participating Participants according to the number of residential customers, and funds will be reserved from the original grant pool for each Participant in this amount until June 30, 2011, at which time any remaining funds will be made available on a first-come first-served basis.

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Thomasville, Georgia (the "City"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of an Ordinance that was adopted by a majority of the members of the Council Members of the City in a meeting duly called and assembled on the \_\_\_ day of \_\_\_\_\_, 2026 which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said Ordinance and said documents have been recorded in the minute book of the City which is in my custody and control.

Witness my hand and seal of the City, this \_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Clerk

(SEAL)

**END EXHIBIT B**

**ORDINANCE NO.: ORD-19-03092026**

**ORDINANCE OF THE CITY OF THOMASVILLE, GEORGIA,  
APPROVING AND AUTHORIZING, AMONG OTHER THINGS, (A) ITS  
MUNICIPAL GAS AUTHORITY OF GEORGIA'S ON-BILL FINANCING  
PROGRAM, AND (B) ITS PARTICIPATION IN THE MUNICIPAL GAS  
AUTHORITY OF GEORGIA'S ON-BILL FINANCING PROGRAM, AND  
OTHER MATTERS**

**WHEREAS**, Municipal Gas Authority of Georgia (“Authority”) and the City of Thomasville, Georgia (the “City”) have entered into an Amended and Restated Gas Supply Contract, as amended and supplemented (a “Services Contract”), which is substantially similar to the contracts with the other Authority Members; and

**WHEREAS**, the Authority has established its On-Bill Financing Program, including, without limitation, all policies, guidelines and other terms, as amended and supplemented by the Authority from time to time (the “Program”) on behalf of its applicable participants, including the City, which program is described in more detail in Exhibit A hereto, which is incorporated herein by this reference; and

**WHEREAS**, to effect the Program, it is necessary to approve and authorize (a) participation in the Program, (b) the development by proper officers, agents and employees of the City of minimum terms and qualifications for implementation of the Program, (c) the Gas Efficiency Facilities Fee Tariff, attached hereto as Exhibit B, which is incorporated herein by this reference (the “Tariff”), and (d) execution, delivery and performance of any documents necessary or convenient respecting the Program (the “Supplement”);

**IT IS HEREBY FOUND AND DETERMINED** that the Program is in the best interest of the City and its citizens and in furtherance of its public purpose, including conservation of energy and water resources, development of energy efficient facilities benefiting its utility systems and improving the health and environmental conditions in the City, and of its citizens, in accordance with the City’s Charter and State law;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Thomasville, Georgia, as follows:

**Section 1.** The Program is hereby approved as described in Exhibit A hereto and in compliance with Authority requirements.

**Section 2.** City Manager and other proper officers, agents and employees of the City are hereby authorized to such other terms, qualifications and processes for the Program consistent with and in furtherance of this ordinance, as the same may be amended and updated from time to time by the City Manager, which shall be kept on file at the office of the City Manager and such other offices within the City as designated by the City Manager from time to time.

**Section 3.** The Tariff is hereby approved in the form attached hereto as Exhibit B.

**Section 4.** The City Manager, proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of such documents and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with effecting the Tariff and the Program or as required by the Authority pursuant to the Program.

**Section 5.** All acts and doings of the officers, agents and employees of the City that are in conformity with the purposes and intents of this Ordinance and in furtherance of effecting the Tariff and the Program are, in all respects, approved and confirmed.

**Section 6.** In the event that the Mayor is unavailable to execute the documents herein authorized to be executed, the Mayor - Pro Term is hereby authorized to execute all such documents on his behalf.

**Section 7.** This Ordinance shall be effective on the date of its final reading and passage.

**Section 8.** All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby expressly repealed.

**Section 9.** This ordinance shall not be made a part of the official codified ordinances of the City of Thomasville, but shall nevertheless be spread upon the public minutes and records of the City of Thomasville.

**Section 10.** It is hereby declared to be the 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 11.** 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 this Ordinance is mutually dependent upon any other section paragraph, sentence, clause or phrase of this Ordinance.

**Section 12.** It is hereby declared that in the event that any phrase, clause, sentence, paragraph, section, Exhibit, including any phrase, clause, sentence, paragraph, or section within such Exhibit, 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 this 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 13.** This Ordinance was introduced and read at a lawful meeting of the City Council for the City of Thomasville, Georgia, held February 23, 2026, and read the second time, passed and adopted in like meeting held on March 9, 2026.

**CITY OF THOMASVILLE, GEORGIA**

By: \_\_\_\_\_  
Mayor, Scott Chastain

Attest:

\_\_\_\_\_  
Felicia Brannen, City Clerk

(SEAL)

## EXHIBIT A

### PROGRAM SUMMARY DESCRIPTION

The On-Bill Finance Program is designed to assist customers by providing financing options toward the purchase and installation of residential natural gas appliances.

Those eligible for loans must be residential homeowners and have a good utility payment history with the City of Thomasville. The monthly loan payment must be billed to a residential homeowner on their monthly utility bill.

The program will cover all of the following, however, is not limited to those listed below:

- Natural gas furnace w/ac
- Natural gas furnace
- Natural gas tankless water heater
- Natural gas tank water heater
- Natural gas dryer
- Natural gas range
- Natural gas logs
- Natural gas lights
- Natural gas grill
- Whole-House Generators

The following terms and guidelines will apply to each homeowner residential loan.

- Maximum loan limit - \$7,500
- Loans are available for the purchase and installation of residential natural gas appliances.
- To qualify customer must have been a customer of the utility for at least 12 months;
  - The customer's City utility accounts with all City utilities must be current with no outstanding balance; and
  - The customer must have had no more than one late payment in the past 12-month period with any City utility account.
- Maximum loan term – 60 months for funding amounts in excess of \$3,000; 36 months maximum loan term for funding amounts \$3,000 or less.
- Each loan will carry a monthly administrative fee equal to 0.1% of the Funding Amount, but no less than a minimum monthly administrative fee of \$3.00.

## EXHIBIT B

### GAS EFFICIENCY FACILITIES FEE TARIFF

Eligible Customers, as hereinafter defined, are eligible to have the purchase, installation and development of eligible gas efficiency equipment and improvements (“Efficiency Projects”) from or by Licensed Contractors, as hereinafter defined, funded by the City, subject to (a) the terms and conditions set forth herein and rules and regulations otherwise established by the City as the same may be updated from time to time, and (b) availability of funds from the Municipal Gas Authority of Georgia, or from other sources approved by the City. The funding program provided for herein is referred to as the City’s Gas Efficiency Facilities Funding Program (sometimes referred to herein as the “Program”). The Program may be suspended from time to time or terminated in sole absolute discretion of the City.

The On-Bill Finance Program is designed to assist customers by providing financing options toward the purchase and installation of residential natural gas appliances.

Eligible Customers approved for participation in the Program shall be solely responsible for the selection of the Eligible Efficiency Project and City has no liability under any theory of liability and assume no liability in connection with or arising out of the selection of an Eligible Efficiency Project by an Approved Customer (defined below). City makes no representation or warranty, nor takes any responsibility for the selection, installation, performance, or fitness for any particular purpose of any Eligible Efficiency Project.

#### Eligible Customers

Eligible Customers are those customers who are residential homeowners that receive gas service from the City for owner-occupied residences of such Eligible Customers and who satisfy the following criteria:

- The customer must be an electric or gas customer for at least 12 months;
- All of the customer’s City utility accounts must be current with no outstanding balance; and
- The customer must have had no more than one late payment in the past 12-month period on their City utility account.

#### Review of Application.

Upon submission and receipt of a signed and properly completed application, City shall review the application. City may deny any application based upon the City’s review of such application and the determination that the Eligible Customer does not qualify for participation in the Program and extension of credit through the Program. Applications that are not properly completed will not be considered. Eligible Customers who are approved for participation in the

Program and the extension of credit through the Program are sometimes referred to as “Approved Customers.” Provided however, City shall not base credit decisions and approval or denial of applications based on race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract for the extension of credit through the Program).

### Licensed Contractors

Only contractors holding a Georgia State license shall be eligible to perform work in connection installation of Eligible Efficiency Projects (“Licensed Contractors”). Eligible Customers who are approved for participation in the Program, shall be solely responsible for the selection of a Licensed Contractor and City has no liability under any theory of liability and assume no liability in connection with or arising out of the selection of a Licensed Contractor by a Approved Customer. City makes no representations or warranties concerning any Licensed Contractor, including but not limited to matters concerning solvency, experience, and qualifications.

### Terms and Conditions

Upon approval and in addition to all other applicable rules or regulations of the City, the following terms and conditions are applicable to the City’s Gas Efficiency Facilities Funding Program and all funding thereunder:

1. Maximum financing amount per customer - \$7,500.
2. Funding only available for “Eligible Efficiency Projects.”
3. Approved Customers shall repay the City all Gas Efficiency Facilities Funding Program amounts funded hereunder by City to such Approved Customer, or to an Licensed Contractor on such Approved Customer’s behalf at the express direction of such Approved Customer (“Funding Amounts”), as a facilities charge and as a part of the City’s utility services, in equal monthly installments for the term selected by the customer in its application, which amounts are hereby assessed and shall be added to such customer’s monthly City utility bill and due in accordance with City’s standard terms and condition applicable to utility payments. All repayment obligations due hereunder from the customer shall be immediately due and payable upon the sale or destruction of the applicable Efficiency Project or the real property upon which the applicable Efficiency Project is installed. The obligation of an Approved Customer to pay promptly its payment obligations hereunder shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the City, whether hereunder or otherwise. Such obligation shall be evidenced by a completed application, subsequently approved by City. Amounts due and not paid by customer when due shall bear the additional charge of the lesser of 1.5% percent per month or the maximum interest rate permitted by law, for each month or fraction thereof, until the amount due is paid in full.

4. Maximum funding repayment amortization term:
  - 60 months for projects having a Funding Amount greater than \$3,000.
  - 36 months for projects having a Funding Amount of \$3,000 or less.
5. Funding will be made at a 0% interest rate for all funding from initial grant funds.
6. A monthly administrative fee will be charged and added to each customer's monthly payment amount (principal plus interest and penalties, if applicable) due hereunder in the amount of 0.1% of the original funding Amount, rounded up to the nearest dollar, with a minimum fee of \$3.00. For example, if \$3,500 is paid on behalf of a customer from program fund, the administrative fee would be  $\$3,500 \times .001 = \$3.50$ , rounded up to \$4.00 per month.
7. All information provided by a customer shall constitute a representation and warranty to the City.
8. (a) The occurrence of any of the following events respecting a customer receiving Funding Amounts shall constitute "substantial noncompliance events":
  - (i) making an assignment or any general arrangement for the benefit of creditors;
  - (ii) filing a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
  - (iii) otherwise becoming bankrupt or insolvent (however evidenced);
  - (iv) being unable to pay debts as they fall due;
  - (v) having a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
  - (vi) failing to perform any obligation to the City;
  - (vii) not having paid any amount due the City upon receipt of a bill therefor in accordance with the City's applicable rules and regulations; or
  - (viii) any material error or falsehood in a customer's application for the Funding Amount.
- (b) Upon the occurrence and continuance of any substantial noncompliance event, the applicable customer shall not be relieved of its liability for payment of the amounts in default, and the City shall have the right to recover from the applicable customer any amount in default. In enforcement of any such right of recovery, the City may bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any obligation to make any payment for which provision is made in this Tariff or otherwise applicable respecting the City's Gas Efficiency Facilities Funding Program.
- (c) Upon the occurrence of any substantial noncompliance event, the City may exercise such remedies as are provided herein, those remedies that may be available through other applicable City ordinances, rules and regulations, or by law or at equity, including

but not limited to execution and levy of the applicable Efficiency Project or the real property upon which the applicable Efficiency Project is installed in accordance with the City's charter.

(d) The rights and remedies given or reserved herein to the City or otherwise available to the City pursuant to its charter, rules or regulations are and shall be deemed to be cumulative, and the exercise of any shall not be deemed to be an election excluding the exercise at any other time of a different or inconsistent right or remedy or the maintenance of any action either at law or in equity.

(e) The delay or failure of the City at any time to insist in any one or more instances upon a strict performance of provision hereof to exercise any right, remedy, power or option herein granted or established by law, shall not be construed as an impairment or a waiver or a relinquishment for the future of such right, remedy, power or option, but the same shall continue and remain in full force and effect, and if any breach shall occur and afterwards be compromised, settled or adjusted. The receipt and acceptance by the City of any payment obligations, in whole or in part with knowledge of the breach of any term or condition hereof, shall not be deemed a waiver of such breach, and no waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the City.

9. The City shall have a lien on each Efficiency Project and the real property upon which the applicable Efficiency Project is installed in the amount of the funding .
10. The City and its designated representatives shall have the right to enter upon the real property upon which the applicable Efficiency Project is installed during reasonable business hours on reasonable advance notice (and in emergencies at all times without notice) (a) to inspect the applicable Efficiency Project, (b) for any purpose connected with the City's rights or obligations under this Tariff, or (c) for all other lawful purposes.
11. Time is of the essence with respect to the Gas Efficiency Facilities Funding Program with respect to each and every each customer, Funding Amount and Efficiency Project.
12. Nothing herein, nor in any form or any document generated in connection with the Gas Efficiency Facilities Funding Program shall waive or shall be deemed to waive any immunity benefiting the City, which may now or hereinafter exist.



CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Thomasville, Georgia (the "City"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of an Ordinance that was adopted by the Council Members of the City in a meeting duly called and assembled on the \_\_\_ day of \_\_\_\_\_, 2026, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said Ordinance and said documents have been recorded in the minute book of the City which is in my custody and control.

Witness my hand and seal of the City, this \_\_\_ day of \_\_\_\_\_, 2026.

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Felicia Brannen, City Clerk

(SEAL)

**ORDINANCE NO.: ORD-20-03092026**

AN ORDINANCE TO AMEND THE CODE OF THOMASVILLE, GEORGIA, BY AMENDING THE FOLLOWING SECTIONS OF CHAPTER 2, ARTICLE IV, DIVISION 4, MAIN STREET ADVISORY BOARD: (1) SECTION 2-143., "CREATED; MEMBERSHIP; TERM; QUORUM."; (2) REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND (3) PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE AND FOR OTHER PURPOSES.

**SECTION I**

**BE IT ORDAINED** by the Council for the City of Thomasville, Georgia, and it is hereby ordained by the authority of the same, that Section 2-143, "Created; membership; term; quorum.", of Article IV, "Boards and Commissions", Division 4, "Main Street Advisory Board", of Chapter 2, "Administration", is amended as follows:

**"Sec. 2-143. Created; membership; term; quorum.**

- (a) There is hereby created the Main Street advisory board that shall consist of a total of nine members as follows: ~~three members appointed by the city council serving a one-year term each, one of whom is a downtown merchant, one of whom is a member of the Thomasville and Thomas County Chamber of Commerce, and one of whom is citizen of the city; three members appointed by the city council serving a two-year term each, one of whom is a downtown merchant, one of whom represents an interest in tourism, and one of whom represents an interest in historic preservation; two members appointed by the city council serving a three-year term each, one of whom is a member of the downtown development authority or represents or is employed by a financial institution, bank or investment services provider and one of whom is a citizen of the city; three (3) members appointed by the city council serving a one-year term each, one of whom represents an interest in finance, fundraising or accounting, one of whom owns real property located in the Downtown Development District or is a real estate professional, and one of whom is a City of Thomasville resident; three (3) members appointed by the city council serving a two-year term each, one of whom is a downtown merchant or downtown business owner, one of whom owns real property located in the Downtown Development District or is a real estate professional, and one of whom represents an interest in tourism or cultural arts; two (2) members appointed by the city council serving a three-year term each; one of whom represents and interest~~

- in historic preservation, architecture or planning, and one of whom is a downtown merchant or downtown business owner; and one (1) member of the city council appointed annually by the mayor; all of whom shall have an interest in the success and revitalization of downtown Thomasville.
- (b) The terms of office for the members of the first board seated in January 2026, will be staggered as set forth in section 2-143(a). Thereafter the terms served by each member will be for two years.
- (c) Members shall serve for their appointed term and until their successors are appointed.
- (d) Five members shall constitute a quorum.”

#### **SECTION VII**

**BE IT FURTHER ORDAINED** that this ordinance shall be effective on the date of its final reading and passage.

#### **SECTION VIII**

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

#### **SECTION IX**

**BE IT FURTHER ORDAINED** and it is hereby declared to the be intention of the Council for the City of Thomasville, Georgia 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 X**

**BE IT FURTHER ORDAINED** and it is hereby declared by Council for the City of Thomasville, Georgia 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 this ordinance is mutually dependent upon any other section paragraph, sentence, clause or phrase of This ordinance.

#### **SECTION XI**

**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 Council for the City of Thomasville, Georgia 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 XII**

This ordinance was introduced and read at a lawful meeting of the Council for the City of Thomasville, Georgia, held February 23, 2026, and read the second time, passed and adopted in like meeting held on March 9, 2026.

**CITY OF THOMASVILLE, GEORGIA**

By: \_\_\_\_\_  
Scott Chastain, Mayor

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

[seal]

**END EXHIBIT D**