City of Villa Rica

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SPECIAL CALLED CITY COUNCIL MEETING AGENDA & PUBLIC HEARING #2 – MILLAGE RATE

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
August 23, 2022 | 6:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Adoption of the Agenda (Mayor Gil McDougal)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)

A. Governing Body (Mayor Gil McDougal)

1. Intergovernmental Agreement with Carroll County regarding Eastside TAD

B. Finance (Jennifer Hallman, Director)

1. Public Hearing **-** Millage Rate #2

C. Adjournment (Mayor Gil McDougal)

EXHIBIT B
REQUIRED IGA PROVISIONS

1. **Term of Agreement and Covered Bonds**. The County's participation in the Eastside Tax Allocation District shall be limited to a thirty year period, or the final payment on the bonds, whichever comes later, commencing December 31, 2023 and ending December 31, 2053 (notwithstanding the term of the hereinafter described Covered Bonds), after which time no additional County tax increments shall be paid to the Eastside Tax Allocation District special fund. The County's incremental ad valorem revenue shall be used to repay a single bond issue with a total par amount of not more than $35,000,000 (hereinafter the "Covered Bonds"); provided, however, that in the event no Covered Bonds have been issued prior to December 31, 2024, the County's consent to the inclusion of its ad valorem taxes in the Tax Allocation Increments shall be void and of no further effect, and all funds in the Eastside Tax Allocation District special fund attributable to County tax increments shall immediately be repaid to the County and no additional County tax increments shall be paid to the Eastside Tax Allocation District special fund. Redevelopment Costs shall only be incurred to acquire easements, purchase land, design and construct four roads with adjoining water line, walking trail, and golf cart path with one road from N. Carroll Road to Shoreline Parkway, road two from Anderson Road to Old Stone Road, and road three generally connecting N. Carroll Road to Cleghorn Street using a route not yet defined but running roughly parallel to Highway 78; an additional road in the 5th Node of the Eastside Tax Allocation District which will be in the southeast corner of the intersection of Punkintown Road and Hwy. 61; and the acquisition of land for a two-bay fire station, the station's construction, and equipping the station with the two trucks.

2. **No Annexation**. The City shall not, and shall not consent to or participate in any efforts by other parties, to annex additional real property into the Eastside Tax Allocation District without the County's prior written consent during the existence of the Eastside Tax Allocation District. .The City agrees that it will not annex any property into the City for a period of ten (10) years from the date of this Agreement which is south of the current southernmost parcel of land within the City (Parcel ID No. V08 0010002 – currently owned by Morris/Shackleford Investments). For any property that the City shall consider annexing south of the southernmost parcel of land as described, the City shall consult with the County and seek the County's approval prior to participating in any efforts by other parties to annex additional real property.

3. **No Additional Tax Allocation Districts**. The City shall request the County's written consent for its participation in any additional tax allocation districts during the existence of the Eastside Tax Allocation District.

4. **No Amendments to the Redevelopment Plan**. The County's Tax Allocation Increment may only be used for purposes consistent with the anticipated uses of estimated future Covered Bonds proceeds as specified in the Redevelopment Plan dated 2020 (the "2020 Redevelopment Plan") as may be amended and approved by the City, County and School Board. The City shall present amendments to the 2020 Redevelopment Plan (the 2020

Redevelopment Plan as so amended, the "Redevelopment Plan"), in substance satisfactory to the County, prior to the County's approval, execution and delivery of the Revised IGA. The County may terminate its consent with respect to future Covered Bonds (but not with respect to already-issued Covered Bonds) in the event that the mix of uses within the Eastside Tax Allocation District deviates substantially from that which is described in the Redevelopment Plan.

5. **<u>Work Plan, Financial Statements and Reports</u>**. The City shall develop a work plan for implementing the Eastside Tax Allocation District projects with proposed budgets for the initial one, three and five year time periods of the Eastside Tax Allocation District. Among other things, the work plan shall explain how the components of the Eastside Tax Allocation District projects work together and reinforce each other in an optimal manner. Sixty (60) days prior to the first Covered Bond issuance, the work plan shall be presented to the County for review. The City shall provide updates to the County at least twice per year on the status of the implementation of the work plan. Commencing with calendar year 2025 and each calendar year thereafter while the Eastside Tax Allocation District is in existence and prior to each bond issuance, the City shall provide a report on the financial status of the Eastside Tax Allocation District, including detail of any tax increments collected but not used as payment for or pledge against any existing Eastside Tax Allocation bond issuances. The City shall fund an independent review of the work plan by a consultant mutually agreed upon by the City, the County, and the School Board.

6. **<u>Representation on Boards and Committees</u>**. The County shall have the right to appoint at least one representative to the Redevelopment Agency or such other advisory or governing board created with respect to the Eastside Tax Allocation District. Any such representative shall have full voting power equal to each other representative serving on such Redevelopment Agency, advisory or governing board.

7. **<u>Annual Financial Reporting</u>**. The City shall provide to the County comprehensive annual financial reports regarding the amount and use of positive tax allocation increments within the Eastside Tax Allocation District for each calendar year the Eastside Tax Allocation District remains in existence, and a copy of the annual audit of the City, within sixty (60) days after the end of each calendar year, commencing with calendar year 2022. Upon providing thirty (30) days written notice to the City, the County's auditor, at the request and expense of the County, may audit the Eastside Tax Allocation District special fund.

8. **<u>Excess Funds to County</u>**. Any funds remaining in the Eastside Tax Allocation District special fund after all redevelopment costs and Covered Bonds of the district have been paid or provided for shall be paid over to the County in proportion to the total contribution the County made to the special fund.

9. **<u>Funding of County Fire Station and Equipment</u>**.

   a. The City proposes to include, in its bond, a reimbursement to the County of up to $6 million for land and construction of a fire station within the Eastside Tax Allocation District and 2 fire trucks that remain at the new fire station and not be reallocated to other County fire stations. The County may build the station and purchase the trucks at its own discretion. The County shall invoice the City for any costs incurred for the station and the trucks and the City shall reimburse the County within 30 days for said invoiced costs up to $6 million. Any expenses to be reimbursed by the City must be for capital costs which may be paid for by the Eastside TAD bond proceeds.

b. The County agrees that the station shall be fully staffed with a minimum six (6) firefighters within the three months after a certificate of occupancy is granted for the station and the fire trucks have been delivered.

c. Additionally, the City agrees to pay the County up to $500,000 annually for operational expenses for the new fire station. The County agrees to provide detail of such operational expenses in the form of an invoice to the City on a monthly basis. This payment shall be credited to the City against any expenses to be paid by the City for fire service to the County pursuant to the current and any future approved service delivery agreement between the County and the City.

d. It is contemplated that the terms of this paragraph will be more fully set forth in an independent development agreement which will outline in more detailed terms the obligations between the City and the County as it relates to the construction of the fire station and provision of two trucks.

10. **Cap on Administrative Fees**. In the event that costs of administration exceed 2% of the Covered Bonds proceeds, no portion of the County's tax increment shall be used to fund the administrative costs in excess of 2%.

11. **Approval of Agreement by All Parties**. This Agreement is conditioned upon approval of a substantially similar agreement between the City and the Carroll County School Board. Any subsequent amendments to either IGA must be substantially similar and approved by all the entities. It is also conditioned upon satisfactory development agreements between the City and the developers of the various nodes within the Eastside TAD.

12. **Reimbursement of Costs Incurred to County**. The City shall reimburse the County's reasonable transaction costs relating to the Eastside Tax Allocation District, including but not limited to legal, consulting and other fees and expenses, including such fees incurred by the Tax Assessors' office, relating to the successful completion of an Intergovernmental Agreement between the County and the City. Reimbursement shall be remitted within 30 days after the submission of invoices for an amount not to exceed $25,000.