

CITY COUNCIL
GIL MCDOUGAL, MAYOR
LESLIE MCPHERSON, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MONTAHAN
ANNA MCCOY
DANNY CARTER

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

SPECIAL CALLED CITY COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
May 12, 2023 | 5:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Adoption of the Agenda (Mayor Gil McDougal)

A. Governing Body (Mayor Gil McDougal)

1. Approval of Intergovernmental Agreement with Carroll County School System for TAD

B. 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.)

C. Adjournment (Mayor Gil McDougal)

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City of Villa Rica, Georgia (the “City”) created Tax Allocation District Number 1-City of Villa Rica, Georgia commonly known as the “Eastside Tax Allocation District” (the “TAD”) for purposes of carrying out a redevelopment plan (the “Redevelopment Plan”); and

WHEREAS, the City has requested that the Carroll County School District (the “School District”) consent to the inclusion of the School District’s real property ad valorem taxes in the computation of the tax allocation increment in the TAD; and

WHEREAS, the School District is willing provide such consent provided that the City enter into an Intergovernmental Agreement with respect thereto (the “Intergovernmental Agreement”).

NOW THEREFORE, by the Villa Rica City Council, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. Authorization of Intergovernmental Agreement. The execution, delivery and performance of the Intergovernmental Agreement are hereby authorized and approved. The Intergovernmental Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes, insertions or omissions as may be approved by the Mayor of the City, and the execution and delivery by the Mayor of the Intergovernmental Agreement as hereby authorized shall be conclusive evidence of the approval of any such changes, omissions or insertions. The Clerk may, but shall not be required to, attest to the execution of the Intergovernmental Agreement. The seal may, but shall not be required to be, impressed upon the Intergovernmental Agreement. The Intergovernmental Agreement is by this reference thereto incorporated herein and spread upon the minutes.

Section 2. General Authority. The officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things, including but not limited to making covenants on behalf of the City, and to execute all such documents and certificates as may be necessary to carry out the transactions contemplated by this resolution.

Section 3. Actions Approved and Ratified. All acts and doings of the officers, employees and agents of the City which are in conformity with the purposes and intents of this resolution are hereby approved and ratified.

Section 4. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 5. Effective Date. This resolution shall be effective immediately upon its adoption.

ADOPTED AND APPROVED this 12th day of May, 2023.

VILLA RICA CITY COUNCIL

(SEAL)

By: _____
Mayor

Attest:

By: _____
Clerk

Exhibit A

FORM OF INTERGOVERNMENTAL AGREEMENT

CLERK'S CERTIFICATE

The undersigned Clerk of the City of Villa Rica, Georgia (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by Villa Rica City Council on May 12, 2023 at an open public meeting duly called and lawfully assembled and at which a quorum was present and acting throughout, and that the original of said bond resolution has been duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

Witness my hand and seal of the City, this 12th day of May, 2023.

Clerk

(SEAL)

STATE OF GEORGIA

COUNTY OF CARROLL

**INTERGOVERNMENTAL AGREEMENT
RELATING TO EASTSIDE TAX ALLOCATION DISTRICT**

This **INTERGOVERNMENTAL AGREEMENT** (this “**Agreement**”) is made and entered into as of June 1, 2023 by and between the **CITY OF VILLA RICA, GEORGIA**, a municipal corporation of the State of Georgia (the “**City**”) and **CARROLL COUNTY SCHOOL DISTRICT** (the “**School District**”), a political subdivision of the State of Georgia.

W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the School District do hereby agree, as follows:

**ARTICLE 1
DEFINITIONS**

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

1.1 “**Approved Project**” means the infrastructure improvements in Node 1, Node 2 and Node 3 of the TAD more particularly described on Exhibit A.

1.2 “**Bond Year**” shall mean the twelve-month period beginning on the day after the principal payment date for the Covered Bonds and ending on the principal payment date on the Covered Bonds. For example, if the principal payment on the Covered Bonds is January 1, the Bond Year is January 2 through the following January 1.

1.3 “**City**” means the City of Villa Rica, Georgia.

1.4 “**City Resolutions**” means (a) that certain resolution or motion adopted by the City Council on November 10, 2020 appointing the Redevelopment Agency and (b) that certain resolution adopted by the City Council on December 8, 2020 approving the Redevelopment Plan, creating the TAD, and addressing other related matters.

1.5 “**City Council**” means the city council of the City.

1.6 “**Covered Bonds**” means the bonds or debt issued to finance the Approved Project, which bonds or debt shall not exceed \$23,500,000.

1.7 **“Current Southernmost Parcel”** means the parcel of land commonly known as Tax Parcel ID No. V08 0010002 owned by Morris/Shackleford Investments and shown on Exhibit C.

1.8 **“Effective Date”** means the day that this Agreement is executed and delivered by the parties and the Joint Committee is approved and established by the City.

1.9 **“Excess Tax Allocation Increment”** means any amount remaining in the Special Fund on the first day of the Bond Year which is not reasonably expected to be needed to pay debt service on the Covered Bonds in the Bond Year.

1.10 **“First Amendment to Redevelopment Plan”** means the First Amendment to the Redevelopment Plan needed to include the Approved Project in the Redevelopment Plan.

1.11 **“Joint Committee”** means the joint committee to be established by the City and the School District to review and render opinions on, among other things, annexations south of the current southernmost part of the City, residential developments south of I-20 and high-density residential development within the City.

1.12 **“Node 1, Node 2, Node 3 and Node 4”** means the areas within the TAD as described in Exhibit B. **“Node 5”** means the area described in Exhibit D.

1.13 **“PILOT Payments”** means payments in lieu of taxes from the City to the School District representing the School District Tax Allocation Increment derived from the maintenance and operation levy on real property in excess of 13.5 mills.

1.14 **“Redevelopment Agency”** means the City Council as the redevelopment agency for the Redevelopment Area designated by the City in accordance with the Redevelopment Powers Law.

1.15 **“Redevelopment Area”** means that certain area located within the geographic limits of the City and within the School District created and established as a redevelopment area (as defined in O.C.G.A. §36-44-3(7)) by the City in the City Resolutions and designated as the “Redevelopment Area”, as more fully described in the City Resolutions and the Redevelopment Plan. The TAD and the Redevelopment Area are coextensive at this time.

1.16 **“Redevelopment Costs”** shall have the meaning set forth in O.C.G.A. §36-44-3(8).

1.17 **“Redevelopment Plan”** means the Redevelopment Plan 2020 approved by the City Resolutions.

1.18 **“Redevelopment Powers Law”** means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.

1.19 **“School District”** means the Carroll County School District.

1.20 “**School District Resolution**” means that certain resolution adopted by the Board of Education on May 15, 2023 approving this Agreement and consenting to the inclusion of the School District Tax Allocation Increment in the computation of the Tax Allocation Increments for the TAD.

1.21 “**School District Tax Allocation Increment**” means that portion of the Tax Allocation Increment for the TAD in each calendar year attributable to the School District’s maintenance and operations ad valorem property taxes levied on real property within the TAD. The School District Tax Allocation Increment shall not include ad valorem taxes on personal property or local sales taxes for educational purposes. For the avoidance of doubt, nothing herein shall be construed to limit or constrain in any way the School District’s rights under applicable law to increase or decrease its millage rate.

1.22 “**Special Fund**” means the special fund with respect to the TAD created pursuant to O.C.G.A. §36-44-11(c).

1.23 “**TAD**” means that certain tax allocation district (as defined in O.C.G.A. §36-44- 3(13)) created by the City and designated “Tax Allocation District Number 1- City of Villa Rica, Georgia,” to be generally known as the “Eastside Tax Allocation District,” as more fully identified in the Redevelopment Plan.

1.24 “**Tax Allocation Increment**” means the amount of the tax allocation increment with respect to the TAD, as provided in O.C.G.A. §36-44-3(14).

1.25 “**Tax Allocation Increment Base**” means the taxable value of all taxable property subject to ad valorem property taxes as certified by the state revenue commissioner, located within the TAD on December 31, 2020, as defined in O.C.G.A. §36-44-3(15).

1.26 “**Term**” means the term of this Agreement as prescribed in Section 3.6 hereof.

ARTICLE 2 REPRESENTATIONS

2.1 **Representations of the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

2.1.1 The City has taken measures to create the TAD effective as of December 31, 2020 pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolutions. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Resolutions.

2.1.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the other real property in the TAD.

2.1.3 The City is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract, for any period not exceeding fifty (50) years, with the School District for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.1.4 The City has the power to enter into this Agreement and perform all obligations contained herein, and by proper action has duly authorized the execution, delivery and performance of this Agreement.

2.1.5 This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

2.1.6 The use of Tax Allocation Increment to pay the principal of and interest on the Covered Bonds is a Redevelopment Cost.

2.1.7 Node 3, as identified in Exhibit B, is zoned to restrict single family detached and single family attached to residents 55 years of age or older.

2.2 **Representations of the School District.** The School District makes the following representations as the basis for the undertakings on its part herein contained:

2.2.1 The School District is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract, for any period not exceeding fifty (50) years, with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.2.2 The School District has the power to enter into this Agreement and perform all obligations contained in this Agreement, and by proper action has duly authorized the execution, delivery and performance of this Agreement.

2.2.3 This Agreement is a valid and binding legal obligation of the School District, enforceable against the School District in accordance with its terms.

ARTICLE 3 SCHOOL DISTRICT PARTICIPATION IN TAD; COMPUTATION AND USE OF TAX INCREMENT; PILOT PAYMENTS; FINANCIAL REPORTING; TERM

3.1 **School District Participation in TAD; Limitation of Obligation.** Pursuant to the School District Resolution and this Agreement, the School District consents and agrees to the inclusion of the School District Tax Allocation Increment in the computation of the Tax Allocation Increment in accordance with the Redevelopment Powers Law, subject to the terms and conditions provided herein. Following the end of the Term, the School District Tax Allocation Increment shall no longer be included in the computation of the Tax Allocation Increment.

The School District shall have no other financial obligation as a result of the redevelopment and improvement of the TAD or the Approved Project other than the inclusion of School District Tax Allocation Increment in the computation of the Tax Allocation Increment as provided herein. Without limiting the foregoing, the Covered Bonds shall not constitute an indebtedness of or a charge against the general taxing power of the School District.

3.2 **Computation of Increment.** The City and the School District hereby agree that the Tax Allocation Increment Base for the TAD, which has been certified by the State Revenue Commissioner based upon the tax digest for year 2020, is currently \$2,769,564.

3.3 **Use of Tax Allocation Increment.** The Tax Allocation Increment shall be used solely to pay the principal of and interest on the Covered Bonds and to pay the PILOT Payments as described below.

3.4 **PILOT Payment.** Notwithstanding the fact that the School District Tax Allocation Increment is included in the computation of the Tax Allocation Increment, the parties intend to effectively limit the amount of the School District Tax Allocation Increment to 13.5 mills. The City shall therefore make the PILOT Payment for each tax year no later than January 1 of the immediately following calendar year and before the principal of the Covered Bonds is paid. For example, if the Tax Allocation Increment is collected for tax year 2023, the applicable PILOT Payment shall be made on or before January 1, 2024.

3.5 **Annual Financial Reporting.** The City shall provide to the School District an annual financial report by January 30 of each calendar year showing the amount and use of Tax Allocation Increment for the previous calendar year and projected for that calendar year. The first annual financial report shall be delivered by January 30, 2024. Each annual financial report provided to the School District shall be at least as comprehensive as the financial reports of the TAD provided to the City Council.

3.6 **Term of Agreement.** The term of this Agreement (the “Term”) shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until the earlier of (a) December 31, 2023 if the Covered Bonds have not been issued on or before such date, (b) August 1, 2023 if the City has not satisfied the covenant in Section 4.11, (c) the date the Covered Bonds have been paid in full or provision has been made for their payment and (d) December 31, 2040. Upon the termination or expiration of the Term, any PILOT Payment not yet paid to the School District and any School District Tax Allocation Increment not already allocated to Covered Bonds or not needed to pay the Covered Bonds, shall be immediately due and payable to the School District.

ARTICLE 4 OTHER COVENANTS

4.1 **Joint Committee.** The City and the School District shall take all necessary steps to approve and establish the Joint Committee, with equal representation of the City and the School District, by August 1, 2023. For the avoidance of doubt, the Joint Committee shall provide for a representative of Carroll County to be appointed to the Joint Committee, but approval of the County shall not be necessary for the establishment of the Joint Committee. The Joint Committee

shall have a limited time to review the applications and provide its reports (the “Joint Committee Review Process”). The Joint Committee Review Process shall be determined by the organizational documents approved by the City and the School District.

4.2 **Covered Bonds.** The City shall issue the Covered Bonds in order to pay the costs of the Approved Project, capitalized interest (if needed) and the costs of issuing the Covered Bonds. The City shall be responsible for all aspects of the issuance of the Covered Bonds, including, but not limited to, the selection of the professionals engaged to assist with the issuance of the Covered Bonds. The City shall include an optional prepayment or redemption provision for the Covered Bonds so that Covered Bonds may be prepaid/redeemed with Excess Tax Allocation Increment. The City shall prepay/redeem the Covered Bonds with Excess Tax Allocation Increment on the first day of each Bond Year.

4.3 **First Amendment to Redevelopment Plan; Other Amendments to Redevelopment Plan.** The City shall draft and approve the First Amendment to Redevelopment Plan in accordance with the Redevelopment Powers Law. The First Amendment shall not change the description of the Approved Project. The City shall not further amend the Redevelopment Plan without the written consent of the School District.

4.4 **Annexations.** The City shall not annex any property into the city limits that is contiguous to or south of the Current Southernmost Parcel without first obtaining the report of the Joint Committee on such annexation.

4.5 **Commercial and Industrial Development.** The City shall encourage commercial, industrial and retail development along Highway 61, south of I-20, and any such development shall not be subject to Joint Committee review.

4.6 **Residential Development South of I-20 and High-Density Development.** The City shall not allow Planning and Zoning to review any application for a residential development south of I-20 or a multi-family or high-density residential development unless the Joint Committee has completed the Joint Committee Review Process. The City shall amend its zoning ordinance by October 31, 2023 to the extent necessary to accomplish the foregoing. For purpose of this Agreement, “high density residential development” shall be considered to be any residential development greater than R-1.

4.7 **Update to Comprehensive Plan and Future Land Use Map.** Prior to October 31, 2023, the City shall update its comprehensive plan and future land use map. The School District shall have an opportunity to participate in the Comprehensive Plan development and update.

4.8 **Acquisition of Adjoining Properties.** The City shall assist the School District with the acquisition of properties adjoining Villa Rica High School, Villa Rica Elementary School and Glanton-Hindsman Elementary School.

4.9 **Prioritization of Road Repairs at Schools.** The City shall prioritize the repair of access roads to Villa Rica High School, Villa Rica Elementary School and Glanton-Hindsman Elementary School.

4.10 **Age-Restricted Zoning in Node 3; Size Limitation in Node 3 and Node**

4. The City shall maintain the age-restricted housing zoning within Node 3. The City shall encourage developers to limit the number of bedrooms in any multifamily residential facility in Node 3 and Node 4 to no more than two bedrooms per residential unit.

4.11 **Age-Restricted Zoning in Node 5 or Offsetting Action.**

The City shall zone Node 5 to restrict single family and multifamily residential facilities to residents 55 years of age or older or take some other similar action to reduce the number of students in the school system, which other action shall be reasonably acceptable to the School District.

4.12 **Reimbursement of Costs Incurred to School District.**

The City shall pay or reimburse the School District's reasonable legal costs relating to the inclusion of the School District Tax Allocation Increment and this Agreement in an amount not to exceed \$40,000. Such legal costs may be paid with the proceeds of the Covered Bonds. However, the City's obligation to pay such legal costs is not contingent on the issuance of the Covered Bonds. The School District currently estimates that the legal costs will be \$35,000.

4.13 **Contributions from Developers.**

The City shall take good faith efforts to obtain a contribution of up to \$25,000 from each developer in the City (a "Developer Contribution") to defray the operations and maintenance costs of the School District. Each Developer Contribution shall be paid to the School District.

4.14 **Tax Abatements.**

The City and the School District acknowledge and agree that the City does not have the legal authority to offer tax abatements. Those are offered by a development authority. However, the City shall not encourage any tax abatements in the TAD without first notifying the School District.

ARTICLE 5 MISCELLANEOUS

5.1 **Remedies and Survival of Obligations.**

The School District may not withdraw the inclusion of the School District Tax Allocation Increment in the computation of the Tax Allocation Increment for the City's breach of a covenant in this Agreement. The School District may seek any other remedy available under applicable law for the City's breach of a covenant in this Agreement, including, suit for specific performance. No obligation under this Agreement shall survive the expiration of the Term of this Agreement except for the obligation to remit moneys to the School District as provided in Section 3.6 and to pay legal fees as provided in Section 4.11.

5.2 **Governing Law.**

This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

5.3 **Entire Agreement.**

This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

5.4 **Survival of Warranties.**

All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them

in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

5.5 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

5.6 **Amendments.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the parties hereto.

5.7 **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the School District at the addresses shown below or at such other addresses as may be furnished by the City and the School District in writing from time to time:

If to the City:

City of Villa Rica, Georgia
571 W. Bankhead Hwy
Villa Rica, GA 30180
Attention: City Manager

With a copy to:

Tisinger Vance, P.C.
100 Wagon Yard Plaza
Carrollton, GA 30117
Attention: C. David Mecklin, Jr.

If to the School District:

Carroll County School District
164 Independence Drive
Carrollton, GA 30116
Attention: Superintendent

With a copy to:

Daley Koster, LLC
128 Newnan Street
Carrollton, GA 30117
Attention: Cynthia Matthews Daley

5.8 **Severability**. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

SIGNATURES APPEAR ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, the City and the School District have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of day and year first written above.

CITY OF VILLA RICA, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

[SEAL]

CARROLL COUNTY SCHOOL DISTRICT

By: _____
Chairman

Attest: _____
Secretary

[SEAL]

(Intergovernmental Agreement)

EXHIBIT A

Approved Project Description

The major components of the Approved Project are set forth below:

- Construct two new, single-lane roads to improve connectivity between the City's downtown, the Mirror Lake community and Tanner Hospital. The location of the roads is shown in red on Exhibit B. Sections of the travel lanes will be separated by a landscaped median with turn lanes. A roundabout will be constructed at the intersection of the Mirror Lake Connector and Cleghorn Street. Pavement will be striped as needed.
- Both roads will have a walking trail on one side of the road and a golf cart path on the other.
- Install streetlights where needed on the roads.
- Install an adjacent 10-inch water line along each road.
- Install the stormwater system needed for the roads.
- Install at least three creek crossings.

EXHIBIT B

Map of Node 1, Node 2, Node 3 and Node 4

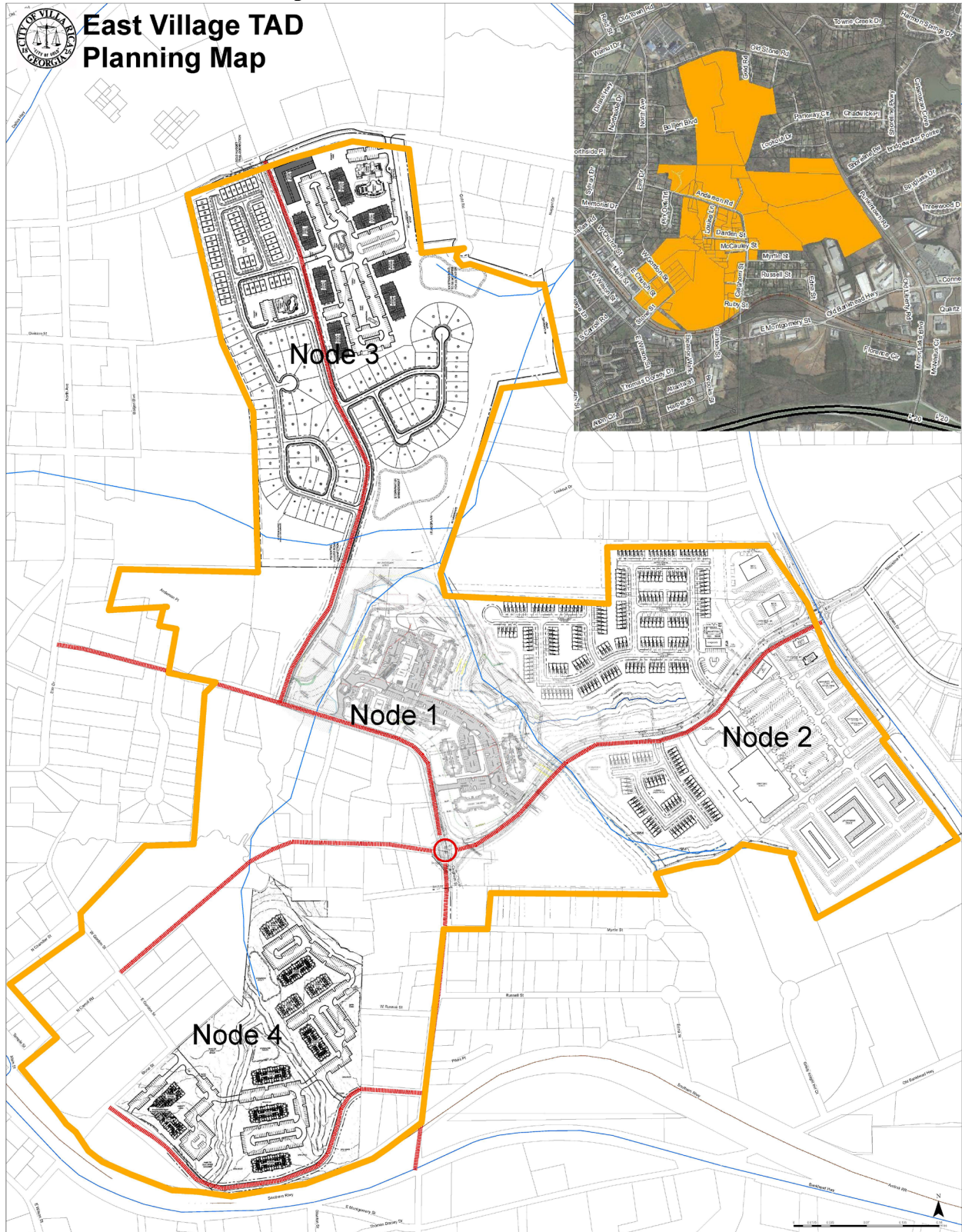


EXHIBIT C

Annexation Line

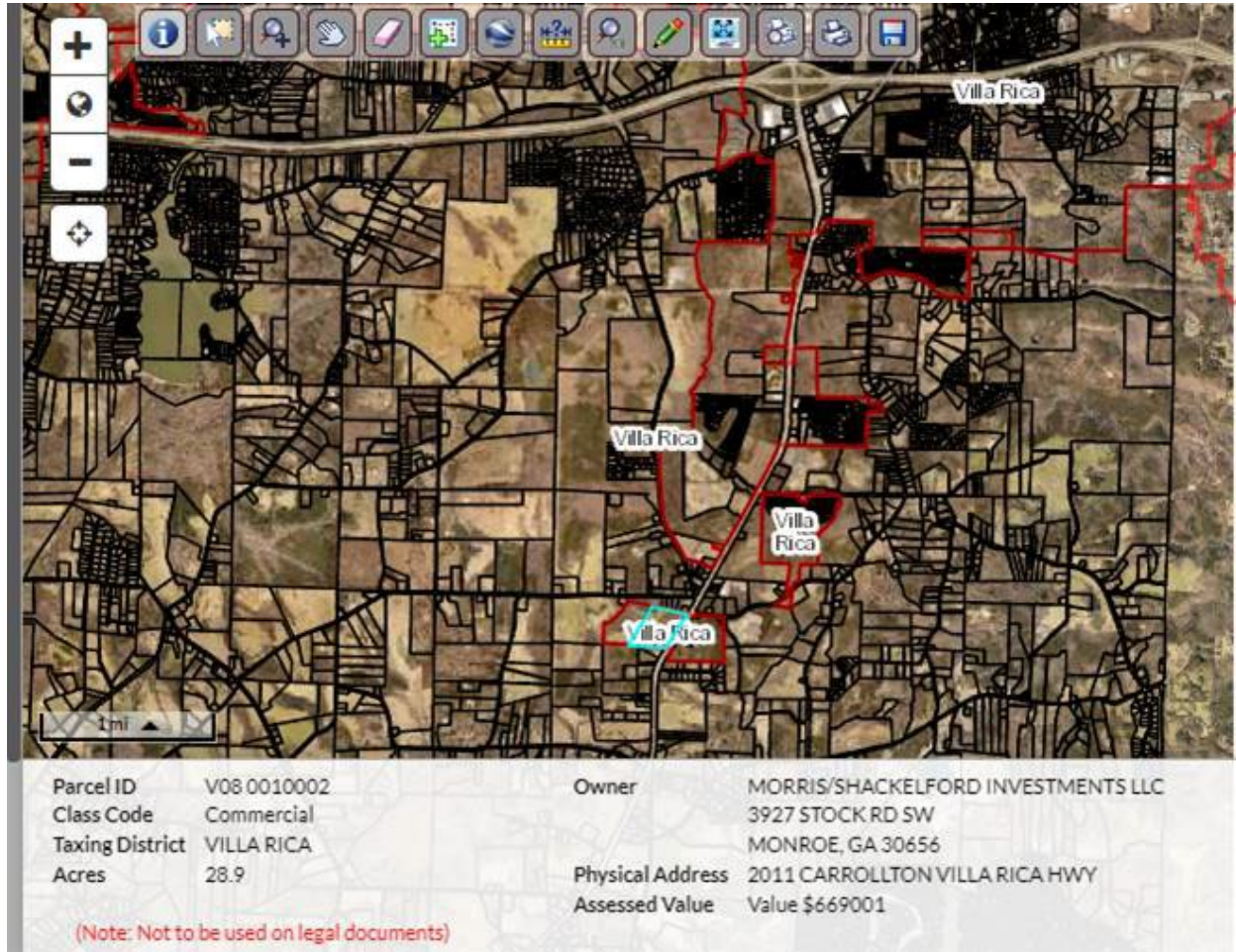


EXHIBIT D

Description of Node 5

Punkintown Road and Dallas Highway; Towne Creek Drive

Land Lot 126, District 6

Parcel #: V05 0110178, V05 011045, V95 0110189, V05 0110085, V05 0110086, V05 0110049, V05 0110019, V05 0110190, V05 0110017, V05 0110013, V05 0110014, V05 0110015, V05 0110016

Acreage: 45.26