

AGENDA
CARROLL COUNTY, GEORGIA
BOARD OF COMMISSIONERS SPECIAL CALLED MEETING
June 29, 2023
4:00 p.m.

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

4. BUSINESS SESSION

4.I. City Of Carrollton—Tax Allocation District

Consideration of a Memorandum of Understanding between Carroll County
and the City of Carrollton relating to the Tax Allocation District

-Montrell McClendon, District 1 Commissioner

Documents:

[REDLINE - TAD IGA - CITY OF CARROLLTON AND CARROLL COUNTY.PDF](#)
[062923 CITY OF CARROLLTON TAD RESOLUTION.PDF](#)

4.II. City Of Villa Rica – Tax Allocation District

Consideration of a Memorandum of Understanding between Carroll County
and the City of Villa Rica relating to the Eastside Tax Allocation District

-Clint Chance, District 2 Commissioner

Documents:

[062923 CITY OF VILLA RICA TAD RESOLUTION.PDF](#)

4.III. Proposed Annexation Highway 166 Bypass/Portion Of 196 Folds Road
Carrollton 166 Bypass/Portion of 196 Folds Road Tax Parcels C05 0310008 & portion
of 132 0162 from Carroll County & R-20 to Mixed Use Planned Development
Culpepper Development Inc.

- Steve Fuller, District 4 Commissioner

4.IV. FY 2024 Property & Casualty, Liability And Risk Management Insurance Proposal
Consideration of FY 2024 Property & Casualty, Liability and Risk
Management Insurance Proposal and Authorize Chairman to
Execute the Contract upon such terms approved by the
Chairman and County Attorney

*-Newton Jennings, Marsh & McLennan Agency
LLC, Executive Vice President*

5. EXECUTIVE SESSION

Real Estate

6. ADJOURNMENT INTO WORK SESSION

Persons with special needs relating to handicapped accessibility, disability, or foreign language shall contact the County Clerk at (770) 830-5800 at least five days prior to the meeting. This person can be located at the Commission Office, Historic Court House at 323 Newnan Street, Room 200, Carrollton, Georgia between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this “Agreement”), is made and entered into as of _____, 2023 (the “Effective Date”) by and between the **CITY OF CARROLLTON, GEORGIA** (the “City”) and **CARROLL COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the “County”).

WITNESSETH:

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 County do hereby agree, as follows:

ARTICLE I

Section 1.1. 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:

“**City**” means the City of Carrollton, Georgia.

“**City Resolution**” means that certain resolution adopted by the Mayor and City Council of the City of Carrollton, Georgia on or about December 5, 2022, adopting the Carrollton Redevelopment Plan and creation of Tax Allocation District #1 (the “Carrollton Tax Allocation District #1”), and other related matters.

“**Commercial Project**” means any Project that is not (a) a Subject Residential Project or (b) a capital improvement to be undertaken within the TAD by the City or by a private developer to achieve a Subject Residential Project.

“**County**” means Carroll County, Georgia.

“**County Redevelopment Costs**” means Redevelopment Costs incurred by or payable to the County with respect to the TAD, including without limitation those legal costs incurred by the County for legal services related to the TAD, any imputed administrative costs, including reasonable charges for the time spent by County employees in connection with the implementation of the TAD, and other amounts required to be paid to the County pursuant to the terms of this Agreement (which shall be deemed to be payments to the County in lieu of taxes to compensate for loss of tax revenues for the purposes of O.C.G.A. § 36-44-3(8)(G)).

“**County Resolution**” means that certain resolution adopted by the Carroll County ~~Commission~~Board of Commissioners on _____, 2023 consenting to the inclusion of County real property ad valorem property taxes in the computation of the Tax Allocation Increment; and authorizing the execution, delivery and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.

“**County Redevelopment Cost Payments**” means the County Redevelopment Cost payments required to be paid by the City or its Redevelopment Agency to the County pursuant to

any provision of this Agreement.

“County Tax Allocation Increment” means that portion of the Tax Allocation Increment accruing with the TAD in each calendar year attributable to ad valorem taxes levied on real property by the County for general fund purposes. The County Tax Allocation Increment shall not include ad valorem taxes on personal property or special purpose local option sales taxes. For the avoidance of doubt, nothing herein shall be construed to limit or constrain in any way the County’s rights under applicable law to increase or decrease its millage rate.

“Georgia Constitution” means the Constitution of the State of Georgia of 1983, as amended.

“Project” means, collectively, the specific redevelopment project or projects to be undertaken in the TAD in accordance with provisions of the Redevelopment Plan ~~and any subsequent amendments~~, as described more fully ~~in said instruments~~ therein.

“Redevelopment Agency” means the Carrollton Redevelopment Authority, a public body corporate and politic created by Act of the Georgia Legislature on or about April 9, 1981, and which shall serve as the initial redevelopment agency for the TAD selected by the City in the City Resolution in accordance with the Redevelopment Powers Law, and any successor redevelopment agency selected by the City in accordance with the Redevelopment Powers Law.

“Redevelopment Area” means that certain area located within the City and within the County created by and established as a redevelopment area (as defined in O.C.G.A. § 36-44-3(7) of the Redevelopment Powers Law) by the City in the City Resolution and designated as the “Carrollton Redevelopment Area”, as more fully described in the City Resolution and the Redevelopment Plan.

“Redevelopment Cost” shall have the meaning set forth in O.C.G.A. § 36-44-3(8) of the Redevelopment Powers Law.

“Redevelopment Plan” means that written plan of redevelopment for the Redevelopment Area adopted by the City and designated as the “Redevelopment Plan” in the City Resolution.

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

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

“State” means the State of Georgia.

“Subject Residential Project” means a Project containing any attached or detached dwelling units, including without limitation homes, apartments, townhomes, mobile homes, time-shares, extended stay motels or extended stay hotels, or condominium units.

“TAD” means that certain area of the City within the Redevelopment Area defined and created as a tax allocation district (as defined in O.C.G.A. § 36-44-3(13) of the Redevelopment Powers Law) by the City pursuant to the City Resolution and designated as “Tax Allocation District #1”, as more fully described in the City Resolution.

“TAD Debt” means any bonds, notes or other obligations issued by the City as necessary to implement provisions of the Redevelopment Plan.

~~“TAD Special Fund” means the special fund created pursuant to O.C.G.A. § 36-44-11(c) of the Redevelopment Powers Law.~~

“Tax Allocation Increment” means the tax allocation increment within the meaning of O.C.G.A. § 36-44-3(14) of the Redevelopment Powers Law with respect to the TAD.

“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 __, 2022, as defined in O.C.G.A. 36-44-3(15).

ARTICLE II

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

(a) The TAD was duly created by the City pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law, and the TAD became effective on the effective date of December 31, 2022. The Redevelopment Plan ~~and subsequent amendments, if any, were~~was duly adopted by the City pursuant to the Redevelopment Powers Law.

(b) The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that the improvement of 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 redevelopment plan and is likely to enhance the value of the real property in the TAD.

(c) 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 County 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, ~~and accordingly, as a corollary, the~~ The Redevelopment Powers Law provides that the City may exercise its redevelopment powers and create redevelopment plans and tax allocation districts, and issue one or more series of bonds, notes or other obligations to finance, in whole or in part, the development costs within a tax allocation district and which are issued on the basis of pledging for the payment or security for payment of such bonds, notes, or other obligations positive tax allocation increments derived from the tax allocation district, all or part of the general funds derived from the tax allocation district, and any other property from which the bonds may be paid as provided in the Redevelopment Powers Law.

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

Section 2.2. Representations of the County. The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County 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, ~~and accordingly, as a corollary, the~~ The Redevelopment Powers Law provides that ad valorem property taxes of the County derived from a municipal tax allocation district located within the geographic boundaries of the City may be included in the computation of tax allocation increments of the tax allocation district if the governing body of the County consents to such inclusion by resolution.

(b) The County has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the County from ad valorem property taxes levied by the County on taxable real property within the TAD in the computation of the Tax Allocation Increment as set forth herein for the purposes set forth in provisions of the Redevelopment Plan ~~and subsequent amendments~~.

ARTICLE III

Section 3.1. Term of the 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 first to occur of: (i) the payment in full of any TAD Debt, (ii) **December 31, 2038**, or (iii) the termination of the TAD pursuant to O.C.G.A. § 36-44-12 (the “Termination Date”). Notwithstanding the foregoing, the Term shall continue until all County Redevelopment Cost Payments payable to the County hereunder shall have been paid in full.

Section 3.2. Base Tax Allocation Increment. The City and the County 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 2022, is currently \$_____.

Section 3.2. Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment. Pursuant to the County Resolution, the County has consented and agreed and does hereby consent and agree to inclusion of the County Tax Allocation Increment in the computation of the Tax Allocation Increment in accordance with the Redevelopment Powers Law, subject to and in accordance with this Agreement. Following the end of the Term, the County’s consent to the inclusion of its ad valorem property taxes in the Tax Allocation Increment shall be void and of no further effect, County Tax Allocation Increment shall no longer be included in the computation of the Tax Allocation Increment ~~and all~~, no additional County ad valorem real property taxes attributable to the TAD shall be paid to the Special Fund, and all County Tax Allocation Increment in the Special Fund shall be immediately due and payable to the County. If no County Tax Allocation Increment in the Special Fund has been allocated to a Project as provided herein by December 31, 2024, all County Tax Allocation Increment held in the Special Fund shall be paid to the County by January 31, 2025 and each January 31 thereafter unless and until the City has proposed to use County Tax Allocation Increment in support of a Project following the process set forth in Section 3.3 below.

Section 3.3. Use of County Tax Allocation Increment; Financial Reporting; Payment

of County Redevelopment Cost Payments.

(a) Notice of Intention of Projects. The City shall provide the Chairman of the Carroll County Board of Commissioners with written notice (the “**Notice of Intention**”) of the City’s desire to use County Tax Allocation Increment for a proposed Project. Simultaneously with providing the Notice of Intention, the City shall provide a conceptual site plan delineating the scope of the proposed Project, as well as such additional narrative and illustrative materials as are reasonably necessary to delineate and describe the nature of the proposed Project, its applicability within the Redevelopment Plan, and any negative effects that the proposed Project may have on the County (collectively, the “**Project Plans**”).

(b) Subject Residential Projects. No portion of the County Tax Allocation Increment shall be used for any Subject Residential Project without the County’s prior written approval as evidenced by a resolution adopted by the Board of Commissioners of the County. The County shall provide comments and suggestions to the proposed Subject Residential Project within thirty (30) calendar days after receipt of the Project Plans and shall advise the City of any County recommendations and objections to the proposed Subject Residential Project identifying the potential negative effects that the proposed Subject Residential Project may have on the County (the “**County Comments**”). The City and the County shall use good faith efforts to address the substance of the County Comments, including any negative effects that the Project may have on the County, within thirty (30) calendar days after the date of such County Comments. No material changes shall be made to the Project Plans without the prior written approval of the County.

(c) Commercial Projects. The County shall provide comments and suggestions to a proposed Commercial Project within thirty (30) calendar days after receipt of the Project Plans and shall advise the City of any County recommendations and objections to the proposed Commercial Project identifying the potential negative effects that the proposed Subject Residential Project may have on the County (the “County Comments”). The City and the County shall use good faith efforts to address the substance of the County Comments, including any negative effects that the Project may have on the County, within thirty (30) calendar days after the date of such County Comments. In the event that the City and the County shall fail to fully resolve the County Comments, the City may proceed with the use of County Tax Allocation Increment in support of the Commercial Project using its best reasonable efforts to limit the negative effects that the Project may have on the County.

(d) ~~(e)~~ The County Tax Allocation Increment shall not be used to pay any City administrative costs or staff expenses without the written approval of the County.

(e) No material amendments may be made to the Redevelopment Plan without the prior written approval of the County.

(f) ~~(d)~~ Tax Debt may be issued to finance, in whole or in part, the development costs within the TAD may be issued in accordance with the Redevelopment Powers Law in accordance with the terms of the Redevelopment Plan. As a matter of practice, the City agrees that the maximum term of any single approved TAD Debt shall not extend beyond **December 31, 2038**.

(g) ~~(e)~~ To the extent that the County Tax Allocation Increment is proposed to be utilized for any Project that consists wholly of capital improvements to private property, a maximum of

15% of total Project costs may be funded from Tax Allocation Increments or TAD Debt.

(h) ~~(f)~~ The City will provide to the County commencing with calendar year 2023 and each calendar year thereafter, within thirty (30) days after the end of each such calendar year, a comprehensive annual report regarding the amount of positive Tax Allocation Increments and the use of such funds, and within ten (10) business days of its issuance, a copy of the annual audit of the Redevelopment Agency (as defined in the Redevelopment Powers Law) for the TAD. Each annual report shall be at least as comprehensive as the financial reports of the TAD provided to the City Council.

(i) ~~(g)~~ Certain County Redevelopment Cost Payments shall be paid to the County expeditiously from the proceeds of the TAD, which redevelopment costs shall include an amount equal to legal costs incurred by the County for legal services related to the TAD, including, but not limited to legal costs related to the County Resolution, this Agreement ~~and~~, the issuance of any TAD Debt, the approval of any Subject Residential Project, and any other eligible County Redevelopment Costs incurred by the County in connection with the TAD. The City agrees to notify the County of the date of the scheduled issuance of any TAD Debt and requests submission of all County Redevelopment Costs related to such TAD Debt at least forty (40) days prior to the scheduled issuance, and the County agrees to submit a written statement of all such County Redevelopment Costs no later than twenty (20) days prior to the issuance of any TAD Debt. In the event the County does not meet the deadline for including its eligible Redevelopment Costs, or in the event the County incurs Redevelopment Costs after the issuance of any TAD Debt, then such costs shall be paid to the County expeditiously (within 30 days after the end of each calendar year).

(j) ~~(h)~~ Any funds remaining in the ~~TAD~~ Special Fund with respect to the TAD created pursuant to O.C.G.A. § 36-44-11(c) of the Redevelopment Powers Law at the end of the Term after all Redevelopment Costs and all TAD Debt due and payable through such termination date have been paid or provided for: (i) to the extent such remaining funds are derived from Tax Allocation Increments, a portion of such funds shall be paid to the County expeditiously (within 30 days after the end of the calendar year) in the same proportion that each political body contributes to the ~~TAD~~ Special Fund through Tax Allocation Increments or (ii) to the extent such funds are derived from other sources, a portion of such funds shall be paid to the County expeditiously (within 30 days after the end of the Term) in proportion to the total contribution the County made to the Special Fund as compared to the total contribution made by the County to the Special Fund and the total contribution made by the City to the Special Fund.

(k) ~~(i)~~ The County shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of County Tax Allocation Increment in the computation of the Tax Allocation Increment of the TAD as provided herein.

~~(j) — The Chairman or Vice Chairman of the County, each respectively, are hereby authorized to negotiate and approve and to execute and deliver this Agreement on behalf of the County, and such execution and delivery of this Agreement shall be conclusive evidence that this Agreement satisfies the requirements of the County Resolution and has been authorized and approved by the County. No attestation of this Agreement on behalf of the County shall be required, but the Secretary or Assistant Secretary of the County, each respectively, are hereby authorized to attest such execution of this Agreement if so requested.~~

(l) ~~(k)~~ No stipulation, obligation or agreement contained in this Agreement will be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the County or County in his or her individual capacity and no officer, director, agent or employee of the County in his or her individual capacity shall be held liable in connection therewith.

ARTICLE IV

Section 4.1. No Set-Off. Other than the County's obligation set forth in Section 3.2 of this Agreement, no breach, default, or failure by the County to comply with the provisions of this Agreement shall permit an abatement or reduction in or set-off against the County Redevelopment Cost Payments due from the City or its Redevelopment Agency hereunder. Nothing in this Agreement shall otherwise impair, diminish, or affect any other right or remedy available to the County (i) as a result of the County's breach, default, or failure under this Agreement or (ii) to enforce the obligations of the City under this Agreement. No dispute or litigation between the City and the County with respect to this Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

Section 4.2. 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.

Section 4.3. Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

Section 4.4. 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.

Section 4.5. 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.

Section 4.6. 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.

Section 4.7. Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.

Section 4.8. 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 County at the addresses shown below, [with a copy sent to the email address below,](#) or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY: City of Carrollton, Georgia
315 Bradley Street
Carrollton, Georgia 30117
Attention: City Manager

[cc:](#)

COUNTY: Carroll County
P.O. Box 338
Carrollton, Georgia 30112
Attention: Chairman

[cc: mmorgan@carrollcountyga.com](mailto:mmorgan@carrollcountyga.com)
[cc: lbingham@carrollcountyga.com](mailto:lbingham@carrollcountyga.com)

Section 4.9. Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the County 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 the Effective Date set forth hereinabove.

CITY OF CARROLLTON, GEORGIA

By: _____
Mayor

[SEAL]

Attest: _____
City Clerk

[Signatures Continued on Following Page]

CARROLL COUNTY, GEORGIA

By: _____
[Michelle Morgan](#), Chairman

Attest: _____

Secretary

[Lynda Bingham, County Clerk](#)

Document comparison by Workshare 10.0 on Monday, June 26, 2023 9:49:05 PM

Input:	
Document 1 ID	iManage://192.168.0.27/TTVGIMAN/967516/1
Description	#967516v1<TTVGIMAN> - TAD Intergovernmental Agreement - City of Carrollton and Carroll County
Document 2 ID	iManage://192.168.0.27/TTVGIMAN/967517/1
Description	#967517v1<TTVGIMAN> - TAD Intergovernmental Agreement - City of Carrollton and Carroll County (with changes)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	51
Deletions	26
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	77

RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN CARROLL COUNTY AD VALOREM PROPERTY TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENT FOR THE CITY OF CARROLLTON TAX ALLOCATION DISTRICT #1; AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL AGREEMENT RELATING TO TAX ALLOCATION DISTRICT #1 AND THE DEVELOPMENT AGREEMENT, AND FOR OTHER RELATED PURPOSES

WHEREAS, the City of Carrollton, Georgia (the “City”) has the right to exercise redevelopment powers under the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et seq.*, as amended) pursuant to 2022 Georgia Laws Act 704 (S.B. 548) as approved by a majority of the voters in a referendum held on November 8, 2022;

WHEREAS, pursuant to the Redevelopment Powers Law, the Mayor and City Council of the City, by resolution adopted on December 5, 2022 (the “City Resolution”), adopted the Carrollton Redevelopment Plan (the “Redevelopment Plan”) and established the redevelopment area (the “Redevelopment Area”) and Tax Allocation District #1 (the “TAD”) as shown in the City Resolution; and

WHEREAS, copies of the City Resolution and the Redevelopment Plan have been furnished to the Board of Commissioners of the Carroll County (the “Board of Commissioners”); and

WHEREAS, the City Resolution provides that the City has made certain findings with respect to the Redevelopment Plan, the Redevelopment Area and the TAD, including the following:

(a) the Redevelopment Area on the whole 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

(b) the implementation of the Redevelopment Plan on the whole is likely to enhance the value of a substantial portion of the real property in the Redevelopment Area; and

WHEREAS, the City Resolution provides that the City may to pursue the issuance of tax allocation bonds or obtain other forms of commercial financing from time to time as may be necessary to implement certain components of the Redevelopment Plan (the “Debt”); and

WHEREAS, the City has requested that the Board of Commissioners grant its consent to the inclusion of the Carroll County (the “County”) incremental ad valorem real property taxes generated within the TAD for the purpose of carrying out the Redevelopment Plan in accordance with O.C.G.A. § 36-44-9(c); and

WHEREAS, the Redevelopment Plan analyzes the short-term and long-term effect that the TAD will have on the County and concludes that the potential revenue impact on the County will be minimal in the short-term and positive in the long-term; and

WHEREAS, the Board of Commissioners has determined that its consent to the inclusion of its ad valorem real property taxes in the computation of the tax allocation increments of the TAD is conditioned upon the City and the Board of Commissioners entering into that certain Intergovernmental Agreement substantially in the form attached hereto as Exhibit A (the “Intergovernmental Agreement”); and

WHEREAS, the Board of Commissioners has determined that its consent to the inclusion of its ad valorem real property taxes in the computation of the tax allocation increments of the TAD is conditioned upon the City entering into a Development Agreement substantially in the form attached hereto as Exhibit B (the “Development Agreement”) with the County on or before the execution and delivery of the Intergovernmental Agreement, whereby the City shall agree to provide certain infrastructure improvements and waive any development and other approvals for the County’s proposed new administration facility at its current location at 423 College Street in the City of Carrollton, in order for the City to ensure that the County keeps its administration facility near downtown Carrollton and thereby contributing to the economic development of the City and providing services for the community in a centrally located facility, thereby benefitting the City and the County by promoting, health, welfare, economic growth, tourism and general benefits to the citizens of the City and the County;

WHEREAS, the Board of Commissioners finds that it is in the best interest of the citizens of the County that the County participate in the TAD so as to maximize the redevelopment potential of the Redevelopment Area;

WHEREAS, the Board of Commissioners now wishes to consent to inclusion of County ad valorem property taxes on real property and personal property located in the TAD in the computation of tax allocation increment of the TAD, subject to the terms and conditions of this Resolution and the terms and conditions of the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners, and it is hereby resolved by the authority of the same, as follows:

Section 1. Subject to Section 2 hereof, the Board of Commissioners of Carroll County, as permitted by the Redevelopment Powers Law, does hereby consent to the inclusion of County ad valorem taxes on real property within the TAD in the computation of the tax allocation increment for the TAD in accordance with the Redevelopment Powers Law.

Section 2. The consent set forth in Section 1 is given subject to, conditioned upon, and shall be effective upon, the City and the Board of Commissioners entering into (a) the Intergovernmental Agreement substantially in the form attached hereto as Exhibit A with such

changes as may be approved by the Chairman and the County Attorney, and (b) the Development Agreement substantially in the form attached hereto as Exhibit B with such changes as may be approved by the Chairman and the County Attorney.

Section 3. The Chairman of the Board of Commissioners and the attorney for the Board of Commissioners are hereby authorized to negotiate and approve the final form of the Intergovernmental Agreement and the Development Agreement on behalf of the Board of Commissioners, and the Chairman of the Board of Commissioners is authorized to execute and deliver the Intergovernmental Agreement and the Development Agreement on behalf of the Board of Commissioners, and such execution and delivery of the Intergovernmental Agreement and the Development Agreement shall be conclusive evidence that said agreements have been authorized and approved pursuant to this Resolution. The County Clerk is hereby authorized to attest such execution of the Intergovernmental Agreement and the Development Agreement.

Section 4. All acts and doings of the officers, commissioners, agents and employees of the County in conformity with the purposes and intent of this Resolution and in the furtherance of the execution, delivery and performance of the Intergovernmental Agreement and Development Agreement are in all respects hereby approved and confirmed.

Section 5. The Resolution shall be effective immediately upon its adoption. All resolutions and parts of resolutions in conflict with this resolution are hereby rescinded to the extent of any such conflict. This Resolution may be executed in multiple counterparts, each of which shall constitute one and the same document.

ADOPTED by the Board of Commissioners on this 29th day of June, 2023.

Michelle Morgan
Chairman, Board of Commissioners

Attest:

Lynnda Beugleam
County Clerk



EXHIBIT A
FORM OF INTERGOVERNMENTAL AGREEMENT

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT

CLERK'S CERTIFICATE

The undersigned County Clerk, charged with managing the records of the Carroll County, Georgia (the "County"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners on June 29, 2023 at meeting that was duly called and assembled and that was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the County, this 29th day of June, 2023.

(SEAL)





County Clerk

RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN CARROLL COUNTY AD VALOREM PROPERTY TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENT FOR THE CITY OF VILLA RICA EASTSIDE TAX ALLOCATION DISTRICT; AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL AGREEMENT RELATING TO THE EASTSIDE TAX ALLOCATION DISTRICT AND THE DEVELOPMENT AGREEMENT, AND FOR OTHER RELATED PURPOSES

WHEREAS, the City of Villa Rica, Georgia (the “City”) has the right to exercise redevelopment powers under the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et seq.*, as amended) pursuant to 2018 Georgia Laws p. 3742 as approved by a majority of the voters in a referendum held on November 6, 2018;

WHEREAS, pursuant to the Redevelopment Powers Law, the Mayor and City Council of the City, by resolution adopted on December 8, 2020 (the “City Resolution”), adopted the Villa Rica Redevelopment Plan (as amended, the “Redevelopment Plan”) and established the redevelopment area (the “Redevelopment Area”) and Eastside Tax Allocation District (the “TAD”) as shown in the City Resolution; and

WHEREAS, copies of the City Resolution and the Redevelopment Plan have been furnished to the Board of Commissioners of the Carroll County (the “Board of Commissioners”); and

WHEREAS, the City Resolution provides that the City has made certain findings with respect to the Redevelopment Plan, the Redevelopment Area and the TAD, including the following:

(a) the Redevelopment Area on the whole 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

(b) the implementation of the Redevelopment Plan on the whole is likely to enhance the value of a substantial portion of the real property in the Redevelopment Area; and

WHEREAS, the City Resolution provides that the City may to pursue the issuance of tax allocation bonds or obtain other forms of commercial financing from time to time as may be necessary to implement certain components of the Redevelopment Plan (the “Debt”); and

WHEREAS, the City has requested that the Board of Commissioners grant its consent to the inclusion of the Carroll County (the “County”) incremental ad valorem real property taxes generated within the TAD for the purpose of carrying out the Redevelopment Plan in accordance with O.C.G.A. § 36-44-9(c); and

WHEREAS, the Redevelopment Plan analyzes the short-term and long-term effect that the TAD will have on the County and concludes that the potential revenue impact on the County will be minimal in the short-term and positive in the long-term; and

WHEREAS, the Board of Commissioners has determined that its consent to the inclusion of its ad valorem real property taxes in the computation of the tax allocation increments of the TAD is conditioned upon the City and the Board of Commissioners entering into that certain Intergovernmental Agreement substantially in the form attached hereto as Exhibit A (the “Intergovernmental Agreement”); and

WHEREAS, the Board of Commissioners has determined that its consent to the inclusion of its ad valorem real property taxes in the computation of the tax allocation increments of the TAD is conditioned upon the City entering into a Development Agreement substantially in the form attached hereto as Exhibit B (the “Development Agreement”) with the County on or before the execution and delivery of the Intergovernmental Agreement, whereby the City shall agree to provide certain infrastructure improvements and waive any development and other approvals for the County’s proposed new Villa Rica Fire Station No. 9 at 746 West Bankhead Highway in the City of Villa Rica, in order for the County to provide fire service for the City of Villa Rica pursuant to the Service Delivery Strategy Agreement, thereby benefitting the City and the County by promoting, health, welfare, and general benefits to the citizens of the City and the County;

WHEREAS, the Board of Commissioners finds that it is in the best interest of the citizens of the County that the County participate in the TAD so as to maximize the redevelopment potential of the Redevelopment Area;

WHEREAS, the Board of Commissioners now wishes to consent to inclusion of County ad valorem property taxes on real property and personal property located in the TAD in the computation of tax allocation increment of the TAD, subject to the terms and conditions of this Resolution and the terms and conditions of the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners, and it is hereby resolved by the authority of the same, as follows:

Section 1. Subject to Section 2 hereof, the Board of Commissioners of Carroll County, as permitted by the Redevelopment Powers Law, does hereby consent to the inclusion of County ad valorem taxes on real property within the TAD in the computation of the tax allocation increment for the TAD in accordance with the Redevelopment Powers Law.

Section 2. The consent set forth in Section 1 is given subject to, conditioned upon, and shall be effective upon, the City and the Board of Commissioners entering into (a) the Intergovernmental Agreement substantially in the form attached hereto as Exhibit A with such changes as may be approved by the Chairman and the County Attorney, and (b) the Development

Agreement substantially in the form attached hereto as Exhibit B with such changes as may be approved by the Chairman and the County Attorney.

Section 3. The Chairman of the Board of Commissioners and the attorney for the Board of Commissioners are hereby authorized to negotiate and approve the final form of the Intergovernmental Agreement and the Development Agreement on behalf of the Board of Commissioners, and the Chairman of the Board of Commissioners is authorized to execute and deliver the Intergovernmental Agreement and the Development Agreement on behalf of the Board of Commissioners, and such execution and delivery of the Intergovernmental Agreement and the Development Agreement shall be conclusive evidence that said agreements have been authorized and approved pursuant to this Resolution. The County Clerk is hereby authorized to attest such execution of the Intergovernmental Agreement and the Development Agreement.

Section 4. All acts and doings of the officers, commissioners, agents and employees of the County in conformity with the purposes and intent of this Resolution and in the furtherance of the execution, delivery and performance of the Intergovernmental Agreement and Development Agreement are in all respects hereby approved and confirmed.

Section 5. The Resolution shall be effective immediately upon its adoption. All resolutions and parts of resolutions in conflict with this resolution are hereby rescinded to the extent of any such conflict. This Resolution may be executed in multiple counterparts, each of which shall constitute one and the same document.

ADOPTED by the Board of Commissioners on this 29th day of June, 2023.

Michelle Morgan
Chairman, Board of Commissioners

Attest:

Lynda Bingham
County Clerk



EXHIBIT A
FORM OF INTERGOVERNMENTAL AGREEMENT

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT


CLERK'S CERTIFICATE

The undersigned County Clerk, charged with managing the records of the Carroll County, Georgia (the "County"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners on June 29th, 2023 at meeting that was duly called and assembled and that was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears in the Minute Book of the Board of Commissioners, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the County, this 29th day of June, 2023.

(SEAL)




County Clerk