



Greg Whitlock, Mayor
Jamin Harkness, Post 1
Marline Thomas, Post 2

Lamar Doss, Post 3
Manfred Graeder, Post 4
Shenée Holloway, Post 5

**WORK SESSION AGENDA
MAYOR AND COUNCIL
CITY OF DULUTH, GA
3167 Main Street
Duluth, GA 30096**

JANUARY 22, 2024

CITY HALL – COMMUNITY ROOM

5:30 pm

5:30PM - CALL TO ORDER

I. PUBLIC COMMENTS

Five minutes per person, maximum 6 speakers. *Sign-up sheet available.*

II. DISCUSSION ITEMS/PRESENTATIONS/UPDATES

1. COMPENSATION - ELECTED OFFICIALS

SUMMARY:

As previously discussed, Section 2-13 of the Duluth City Charter provides for Compensation and Expenses of the Mayor and Council members to be provided by ordinance. Staff is seeking Council direction on amending the Duluth Code of Ordinances, Section 2-27 - Elected Officials Compensation. Staff will provide an updated chart on compensation of surrounding jurisdictions.

IMPACT TO BUDGET: N/A

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2. FINANCIAL UPDATE

SUMMARY:

Staff will provide a financial update for Mayor and Council.

IMPACT TO BUDGET: N/A

3. ORDINANCE TO AMEND CODE – TRASH BIN SERVICE

SUMMARY:

In May, the City's residential trash collection process will change from the purple bag “pay as you throw” to an automated truck picking up waste from roadside rolling bins. Chapter 13 of the Duluth Code currently regulates trash collection by way of specialized plastic bags provided to designated outlets and to the City by the collector. This will change to a rolling bin provided by the collector, which needs to be placed in a certain location by a certain time of day, and stored in a non-visible place when not in use, by a certain time of day after collection is complete.

These revisions need to be made in advance and will go into effect when the collection method changes. Staff plans to have an ordinance to present on February 12.

IMPACT TO BUDGET: N/A

4. ORDINANCE TO AMEND UNIFIED DEVELOP. CODE – FENCES

SUMMARY:

Staff has noticed a number of decorative residential fences being installed in front yards that do not meet code, but they enhance the aesthetic and value of the property. Staff does not see value in requiring these fences to be removed as they are an enhancement. Current code states the maximum height for a front yard fence is 3'. Any fence (elsewhere on the property) over 7' currently requires a permit. The maximum fence height allowed (with a permit) is 8'.

However, some new fences being built in residential front yards are taller than 3', decorative, and costly. Most citizens do not know there are codes governing fences, so these fences are being built without our knowledge. Code enforcement staff sees the fences during general neighborhood inspections.

For residential developments (not individual property owners), the UDC requires that a fencing plan be submitted and approved prior to issuance of the development permit. In this manner the consistency, specifications, and conditions of the fences installed by the developer are controlled.

Staff would like to amend the UDC text to allow residential front yard fences to exceed 3'. Staff will include verbiage addressing sight distance for properties near intersections.

IMPACT TO BUDGET: N/A

5. AMEND DEVELOPMENT AGREEMENT - SODO (BEXLEY)

SUMMARY:

In 2019, the City Council, acting as the Redevelopment Agency, executed a development agreement with The Residential Group, LLC (TRG) later assigned to WMCI Atlanta IV-D, LLC., relating to reimbursement of TAD funds associated with the SODO (Bexley) project located at 3250 Buford Highway. WMCI Atlanta IV-D, LLC., desires to end the City's obligation to annual payments in exchange for payment of a discounted lump sum. Such a change requires an amendment to the Development Agreement. The discounted lump sum payment is beneficial to the City and URA. See *attachment*.

IMPACT TO BUDGET: N/A

6. AMEND PATIO LEASE – FALLING RABBIT

SUMMARY:

There are two surveyed patio areas for Falling Rabbit. AREA “A” is 1,105 Sq. Ft. AREA “AA” is 663 Sq. Ft. Falling Rabbit uses AREA A but has never used AREA AA. Woods Future Investments, LLC is requesting that AREA AA be removed from the lease. Staff recommends amending the lease to remove AREA AA from the lease and recalculate the lease amount based upon the 1,105 Sq. Ft.

IMPACT TO BUDGET: N/A

7. GEMA MUTUAL AID & ASSISTANCE AGREEMENT

SUMMARY:

The GA Emergency Management Act gives local governments the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure timely reimbursement of costs incurred by the local governments. The last Statewide Mutual Aid agreement with Gwinnett County was executed in 2020 and expires March 1, 2024.

IMPACT TO BUDGET: N/A

8. LOCALLY ADMINISTERED PROJECT (LAP) CERTIFICATION

SUMMARY:

Every three years, the City has to apply for recertification of our Locally Administered Project (LAP) certification status. Staff will explain what that is and why it is important, update Council on our current certification status, and answer any questions.

IMPACT TO BUDGET: N/A

III. MATTERS FROM MAYOR & COUNCIL

IV. ADJOURNMENT

The 5th Monday work session for January 29th has been cancelled. The next scheduled meeting of the Mayor and Council is February 12, 2024 at 6:00 pm in City Hall Council Chambers.

The city council hereby ordains compensation for the mayor and city council for performing their official duties shall be as follows:

- (1) The mayor shall receive compensation in the amount of five hundred dollars (\$500.00) per month plus one hundred fifty dollars (\$150.00) per meeting attended for each official city meeting, not to exceed two (2) meetings per month.
- (2) Members of the city council shall receive compensation in the amount of two hundred dollars (\$200.00) per month plus one hundred fifty dollars (\$150.00) per meeting attended for each official city meeting, not to exceed two (2) meetings per month.
- (3) The mayor and members of the city council shall be entitled to reimbursement for expenses actually and necessarily incurred by the mayor or members of the city council in carrying out their official duties.

The mayor or any member of the council may decline to accept the salary and/or per meeting compensation established in this section by filing a written statement setting forth such election with the city clerk at the start of the fiscal year. The election of the mayor and each council member to forfeit salary and/or per meeting compensation shall be binding for the fiscal year unless amended in writing. Amendments to compensation election may be made no more than once quarterly.

The term "official city meeting" as used in this section shall mean any regularly scheduled or called meeting of the city council at which a quorum is present and any official meeting or training session of the Georgia Municipal Association or the Gwinnett Municipal Association.

(Ord. of 1-24-05; Ord. of 2-12-18; Ord. No. O-2020-12, 4-27-20)



1

	MAYOR SALARY	COUNCIL SALARY	BENEFITS	LAST UPDATE
DULUTH	\$6,000 + \$3,600 (mtg pay) = \$9,600	\$2,400 + \$3,600 (mtg pay) = \$6,000	Mayor - cell phone allowance	1998
JOHNS CREEK	\$25,000	\$15,000	--	2023
LAWRENCEVILLE	\$20,000	\$12,600	Medical, Dental, Vision	2024
NORCROSS	\$18,000 Mayor \$13,200 Pro Tem	\$12,000	Medical & Dental	2023
PEACHTREE CORNERS	\$9,000	\$8,000	--	--
SUWANEE	\$15,000	\$9,000	Retirement	2014

2

Mandatory Conditions & Limitations to Increase Compensation

- M&C is restricted from increasing salary for service during current term in office
- May not propose an increase during an election cycle (date of qualifying through the election)
- Advertise in legal organ once/week for three weeks prior to adoption at February 12, 2024 meeting (run ad 1/28, 2/4, & 2/11)
- Propose an increase following the 2023 election and prior to qualifying for the 2025 scheduled election – to be effective January 2026



3

DIRECTIVE:

**Authorize Staff/City Attorney to
advertise and prepare ordinance for
adoption February 12, increasing
Mayor comp to _____
and Council comp to _____**



4



KB Advisory Group
1447 Peachtree Street NE
Suite 610
Atlanta GA 30309
404.845.3550

January 17, 2024

To: James Riker, City Manager
Ken Sakmar, Assistant City Manager / Finance Director

From: Gary Mongeon, KB Advisory Group, Inc.

Subj: Calculation of a reasonable lump-sum payoff amount for the requested termination of the City's the Development Agreement with WMCI Atlanta IV-D, LLC

Understanding of the Assignment

In September of 2023, WMCI Atlanta IV-D, LLC ("WMCI" or "Owner") purchased the 6.75-acre, 257-unit SODO apartment complex (the "Project") located at 3250 Buford Highway within Duluth TAD #2 from SODO Apartments, LLC. The new owner has since renamed the project "Bexley Duluth." Included within the terms of the sale was the assignment of an October 2019 Development Agreement (the "Agreement") by and between the Project's developer (The Residential Group, LLC) and the City of Duluth, whereby the City agreed to reimburse the Project's current and future owners for eligible redevelopment costs, from future tax allocation increments generated by the Project. Per the terms of the Agreement the first annual TAD payment from the City to the Owner is due on or before January 30, 2024.

In late 2023 WMCI contacted the City of Duluth to determine whether the City would consider an early payoff of the Parties' 2019 Development Agreement by making a single discounted lump-sum payment in place of annual installment payments from future tax allocation increments. There is no language in the Agreement which either (a) obligates the City to accommodate an early payoff or (b) specifies how such a payment would be calculated if the City voluntarily agrees. Therefore, in response to that request the City retained KB Advisory Group, Inc. ("KB") to estimate what an equitable lump sum payment (or range) would be. The purpose of this memo is to offer a methodology and calculate a reasonable discounted lump-sum payment to end the Agreement.

Summary Development Agreement Terms and Estimated Annual TAD Payments

In the Agreement the City identified certain "Redevelopment Project Costs" that were in the public interest to help defray and authorized the use of tax increment financing from the TAD #2 Special Fund to reimburse the Owner up to \$2,100,000, payable over a maximum of 20 single annual installments, from tax allocation increments generated by the Project. The annual reimbursement formula is based on (a) the (then) current year taxable digest value of all properties located within the TAD, (b) the corresponding assessed (40%) value of the Project in that same year and (c) applicable City and County "TAD millage rates" used to calculate total revenues to the City's TAD fund in that future year. City TAD payments to the Owner are due by January 30 of the calendar year following the Owner's payment of all property taxes billed, which are typically due by December 15 of the previous year.

The value to WMCI from receiving a single discounted TAD payment is twofold; (a) the Owner receives an immediate lump-sum payment which removes future inflation risk and the effects of discounting future year payments to present value, and (b) terminating the Development Agreement removes Section 4.6, which requires WMCI (or a future owner) to waive its rights appeal future property tax assessments on the Project for as long as the Agreement remains in effect. Depending on future market conditions and County tax assessment practices, the potential impact of removing this restriction and enabling the Owner to appeal property tax assessments five years sooner than would have been possible otherwise, could result in significant property tax savings to the Owner that would offset the reduction in total TAD payments that would have otherwise been received over that same period.

The value of the lump sum payoff to the City is also twofold; (a) the total cost of the Agreement to the City is reduced by the difference between the single payment and \$2.1 million in cumulative payments made over 5 years, and (b) future tax allocation increments generated by the Project will become available to use for other purposes within the TAD. Offsetting that benefit from the City’s perspective is the fact that the Owner is likely to appeal the Project’s annual property tax assessments sooner than would have been possible had the Development Agreement remained in effect, thereby potentially reducing the future tax digest of both the Project and the TAD as a whole.

Inputs and Methodology

Because the Project’s 2023 tax assessment is only a partial value and future year market values, TAD digests and applicable TAD millage rates are unknowns, WMCI’s annual reimbursements due from the City’s TAD fund must be estimated using reasonable assumptions. KB used the following inputs to estimate those payments if made according to the schedule specified in the Agreement.

- a. Future year City and County millage rates are assumed to remain unchanged from 2023, resulting in a combined TAD millage rate of 16.701, comprised of 6.551 City and 10.15 County (net after the Recreation PILOT payment) millage, respectively.
- b. The Tax Allocation Increment Ratio used to determine that portion of WMCI’s 2023 property tax payment which is to be reimbursed from the TAD Fund is based on a previous forecast prepared by KB Advisory Group. The estimated 2023 ratio applied to this analysis is 86.2%. That ratio is expected to increase to 96.1% when the Project is fully assessed as “complete” starting with property tax bills issued in 2024.
- c. The Project’s total 2023 tax digest is \$8,607,680, based on an estimated partially completed full value of \$21.5 million determined as of January 1, 2023. Gwinnett County tax assessment records indicate that the property was later sold in September of 2023 for the sum of \$81,000,000 (\$315,175 per unit). For forecasting purposes KB assumed that the Project’s taxable full value in 2024 would be increased to 95% of its September 2023 sale price, or just under \$76.8 million. This assumption increases the Project’s estimated 2024 tax digest to \$30,708,960. We also applied a modest 1% allowance for value appreciation beginning in 2025.
- d. If agreed by the City, the early payoff would be received by WMCI in place of the first installment payment due by January 30, 2024.

Incorporating the Project’s 2023 (partial) tax digest as adjusted by the above assumptions, the applicable “TAD portion” of WMCI’s total 2023 property tax bill (including City, County and School District millage) is estimated at \$332,695 of which, \$123,874 would be classified as tax allocation



increment to be reimbursed from the TAD fund. Table 1 below calculates future year Project values, resulting total annual real property tax bills and subsequent revenues to the City’s TAD fund. Assuming the terms of the Agreement are not changed, KB estimates that the \$2.1 million in cumulative TAD reimbursement payments by the City will be reached by the fifth installment delivered in January of 2028.

Table 1: Bexley Tax Forecast with TAD Reimbursement per Development Agreement

Payment #	Tax Year	Estimated Project FMV	Original Project 40% Tax Digest	Net TAD Tax Allocation Increment Ratio	Total Annual Property Tax Millage @ 38.651	Net TAD Increment Millage @ 16.701	Annual TAD Payments to \$2,100,000	Cumulative City TAD Reimbursement
1	2023	\$ 21,519,200	\$ 8,607,680	86.2%	\$332,695	\$ 123,874	\$ 123,874	\$ 123,874
2	2024	\$ 76,742,400	\$ 30,696,960	96.1%	\$1,186,468	\$ 492,787	\$ 492,787	\$ 616,661
3	2025	\$ 78,200,148	\$ 31,280,059	96.2%	\$1,209,006	\$ 502,525	\$ 502,525	\$ 1,119,186
4	2026	\$ 79,657,896	\$ 31,863,158	96.3%	\$1,231,543	\$ 512,264	\$ 512,264	\$ 1,631,450
5	2027	\$ 81,115,644	\$ 32,446,258	96.3%	\$1,254,080	\$ 522,002	\$ 468,550	\$ 2,100,000

From WMCI’s perspective, a lump sum payment received in early 2024 should be roughly equivalent to the discounted net present value (NPV) of payments that it would have otherwise received in five annual installments ending in January of 2028. Applying an appropriate discount rate is subjective, but assuming (a) CPI is trending toward 3% to 4% year over year, (b) WMCI can likely generate a higher than 3%-4% annualized return by having the cash on hand, and (c) WMCI risks “losing” any remaining future TAD payments if it sells the property before January of 2028, KB estimates that an appropriate discount rate should be at least 6% applied over the balance of the Agreement. Discounting the 5 projected TAD payments by 6% results in a net present value of \$1,733,000 (rounded), meaning that a lump-sum payment of \$1.73 million would have equal value to WMCI compared to \$2.1 million received in five installments ending in January of 2028.

This estimate is before consideration of any potential additional tax savings to the Owner that may result from one or more successful property tax appeals that could be filed before January of 2028 if the Agreement is no longer in effect. At an estimated tax digest of \$30.7 million, the Project’s annual property tax liability to all taxing jurisdictions would approach \$1.2 million in 2024, resulting in \$5.2 million in total property tax payments over the full term of the Agreement. It is obviously speculative to estimate whether one or more future tax appeals would be successful and if so, how much property tax savings could result to the Owner. However, a 5% reduction in the Project’s assessed full market value equates to \$60,000 to \$65,000 per year in property tax savings, so the ability to exercise tax appeal rights prior to January of 2028 could potentially be worth another \$120,000 to \$240,000 to the Owner depending upon if/when a tax appeal might be successful. Adding the low end of this potential additional tax savings to the discounted NPV suggests that a lump sum payment of between \$1.6 and \$1.7 million could be equally or more beneficial to the Owner financially, than receiving \$2.1 million in installment payments under the terms of the Agreement.

From the City’s perspective, making a lump-sum payoff to WMCI removes that amount from the City’s TAD fund, which is later offset/recovered by TAD increment generated from the Project, but no longer owed to WMCI in the future. Over the remaining life of the TAD the City should therefore expect to receive, at minimum, a positive financial return on the (lower) payment advanced, versus implementing the terms of the Agreement. This comparison should further recognize that the Owner’s ability to file property tax appeals prior to January of 2028 is an additional revenue risk to the City’s TAD Fund.



To estimate the impacts of granting the Owner’s request for a lump-sum payoff, KB forecasted Project generated Tax Allocation Increments over the remaining life of the TAD under the terms of the Agreement, versus an alternative scenario that makes a single lump-sum payment of \$1.7 million in 2024 and creates the possibility that the Project’s taxable value could be lowered on appeal earlier than 2028.¹ The revenue comparison appears in Tables 2 and 3. We compared gross TAD revenues on an annual basis and then discounted the resulting revenue streams by 4% to simulate the effects of inflation and the City’s ability to deploy TAD funds for other purposes.

Table 2: Bexley Duluth TAD Revenue Forecast with Annual TAD Reimbursements per Development Agreement

Payment #	Tax Year	Estimated Project FMV	Original Project 40% Tax Digest	Appealed Project Tax Digest after Agreement Ends	Net TAD Tax Allocation Increment Ratio	Net TAD Increment Millage @ 16.701	Annual TAD Payments to \$2,100,000	Cumulative City TAD Reimbursement	Net Project TAD Revenues to City
1	2023	\$ 21,519,200	\$ 8,607,680	\$ 8,607,680	86.2%	\$ 123,874	\$ 123,874	\$ 123,874	\$ -
2	2024	\$ 76,742,400	\$ 30,696,960	\$ 30,696,960	96.1%	\$ 492,787	\$ 492,787	\$ 616,661	\$ -
3	2025	\$ 78,200,148	\$ 31,280,059	\$ 31,280,059	96.2%	\$ 502,525	\$ 502,525	\$ 1,119,186	\$ -
4	2026	\$ 79,657,896	\$ 31,863,158	\$ 31,863,158	96.3%	\$ 512,264	\$ 512,264	\$ 1,631,450	\$ -
5	2027	\$ 81,115,644	\$ 32,446,258	\$ 32,446,258	96.3%	\$ 522,002	\$ 468,550	\$ 2,100,000	\$ 53,452
6	2028	\$ 82,573,392	\$ 33,029,357	\$ 28,074,953	95.8%	\$ 448,997		Assume 2-yr Appeal >>	\$ 448,997
7	2029	\$ 84,031,140	\$ 33,612,456	\$ 28,570,588	95.8%	\$ 457,275			\$ 457,275
8	2030	\$ 85,488,888	\$ 34,195,555	\$ 32,485,777	96.3%	\$ 522,662			\$ 522,662
9	2031	\$ 86,946,636	\$ 34,778,654	\$ 33,039,722	96.4%	\$ 531,914		Assume new value reset at 95% of previous value >>	\$ 531,914
10	2032	\$ 88,404,384	\$ 35,361,754	\$ 33,593,666	96.5%	\$ 541,165			\$ 541,165
11	2033	\$ 89,862,132	\$ 35,944,853	\$ 34,147,610	96.5%	\$ 550,416			\$ 550,416
12	2034	\$ 91,319,880	\$ 36,527,952	\$ 34,701,554	96.6%	\$ 559,668			\$ 559,668
13	2035	\$ 92,777,628	\$ 37,111,051	\$ 35,255,499	96.6%	\$ 568,919			\$ 568,919
14	2036	\$ 94,235,376	\$ 37,694,150	\$ 35,809,443	96.7%	\$ 578,171			\$ 578,171
15	2037	\$ 95,693,124	\$ 38,277,250	\$ 36,363,387	96.7%	\$ 587,422			\$ 587,422
Cumulative Totals						\$ 7,500,060	\$ 2,100,000		\$ 5,400,060
NPV of 15-Year TAD Revenues to the City @ 4.0%									\$3,576,323

Table 3: Bexley Duluth TAD Revenue Forecast Assuming a Lump Sum Reimbursement

Payment #	Tax Year	Estimated Project FMV	Original Project 40% Tax Digest	Appealed Project Tax Digest after Agreement Ends	Net TAD Tax Allocation Increment Ratio	Net TAD Increment Millage @ 16.701	Lump-Sum TAD Payment \$1,700,000	Cumulative City TAD Reimbursement	Net Project TAD Revenues to City
1	2023	\$ 21,519,200	\$ 8,607,680	\$ 8,607,680	86.2%	\$ 123,874	\$ 1,700,000	\$ 1,700,000	\$ (1,576,126)
2	2024	\$ 76,742,400	\$ 30,696,960	\$ 26,092,416	95.4%	\$ 415,887			\$ 415,887
3	2025	\$ 78,200,148	\$ 31,280,059	\$ 26,588,050	95.5%	\$ 424,164			\$ 424,164
4	2026	\$ 79,657,896	\$ 31,863,158	\$ 30,270,000	96.1%	\$ 485,656			\$ 485,656
5	2027	\$ 81,115,644	\$ 32,446,258	\$ 30,823,945	96.1%	\$ 494,908			\$ 494,908
6	2028	\$ 82,573,392	\$ 33,029,357	\$ 31,377,889	96.2%	\$ 504,159		Assume 2-yr Appeal >>	\$ 504,159
7	2029	\$ 84,031,140	\$ 33,612,456	\$ 31,931,833	96.3%	\$ 513,411			\$ 513,411
8	2030	\$ 85,488,888	\$ 34,195,555	\$ 32,485,777	96.3%	\$ 522,662			\$ 522,662
9	2031	\$ 86,946,636	\$ 34,778,654	\$ 33,039,722	96.4%	\$ 531,914		Assume new value reset at 95% of previous value >>	\$ 531,914
10	2032	\$ 88,404,384	\$ 35,361,754	\$ 33,593,666	96.5%	\$ 541,165			\$ 541,165
11	2033	\$ 89,862,132	\$ 35,944,853	\$ 34,147,610	96.5%	\$ 550,416			\$ 550,416
12	2034	\$ 91,319,880	\$ 36,527,952	\$ 34,701,554	96.6%	\$ 559,668			\$ 559,668
13	2035	\$ 92,777,628	\$ 37,111,051	\$ 35,255,499	96.6%	\$ 568,919			\$ 568,919
14	2036	\$ 94,235,376	\$ 37,694,150	\$ 35,809,443	96.7%	\$ 578,171			\$ 578,171
15	2037	\$ 95,693,124	\$ 38,277,250	\$ 36,363,387	96.7%	\$ 587,422			\$ 587,422
Cumulative Totals						\$ 7,402,395	\$ 1,700,000		\$ 5,702,395
NPV of TAD Revenues to the City @ 4.0%									\$3,686,648
Net Difference - City TAD Revenue									\$110,325

As shown in the Tables, making a \$1.7 million lump-sum payment generates \$5.7 million in net revenue to the City’s TAD fund over the remaining life of the TAD, versus roughly \$5.4 million by

¹ KB first ran Table 3 with a lump-sum payment of \$1.733 million and determined that the resulting revenue “benefit” to the TAD fund was too low to merit consideration.



keeping the Development Agreement in Place. This indicates that after adjusting for potential property tax appeals, the City would gain \$302,000 in total revenue to the City’s TAD fund after making the lump-sum payment (an amount less than the \$400,0000 initial discount) compared to implementing the Agreement. Discounted at a rate of 4%, the NPV of the additional revenue stream is only \$110,000. Given the additional risk of tax appeals, this result suggests that \$1.7 million would be at the high end of the range that should be acceptable to the City. A lower payment of \$1.6 million is justifiable from the City’s perspective, given the added revenue risk of tax appeals.

Conclusion

In summary, KB concludes that an equitable early payoff amount to WMCI should fall somewhere between \$1.6 and \$1.7 million. After adjusting for the time value of money and the benefits to the Owner to appeal property taxes sooner than is currently allowed under the Development Agreement, the upper end of the range generates a NPV “benefit” to the City of \$110,000. We believe this amount is marginally high enough to justify the risk and the City should not agree to go any higher. Alternatively, negotiated payment of \$1.6 million is at the low end of the range that would justify the Owner’s acceptance based on a reasonable expectation for future successful property tax appeals. A negotiated payoff within that range would generate an equitable financial return to the City in exchange for its voluntary accommodation of WMCI’s request.

Please feel free to call if you have any questions or need additional analysis.



TABLE 1: Early TAD Payoff Alternatives

Month/Year	1 Jul 2023	2 Aug 2023	3 Sep 2023	4 Oct 2023	5 Nov 2023	6 Dec 2023	7 Jan 2024	8 Feb 2024	9 Mar 2024	10 Apr 2024	11 May 2024	12 Jun 2024	13 Jul 2024	14 Aug 2024	15 Sep 2024	16 Oct 2024	17 Nov 2024	18 Dec 2024	19 Jan 2025
Scheduled Greystar TAD Payments	\$0	\$0	\$0	\$0	\$0	\$0	\$334,010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sum of Remaining Payments	\$500,200																		\$166,190
Payment Amount to Achieve an Equivalent NPV to Greystar																			
Applied Discount Rate	6.00%																		
Monthly Discount Rate	0.50%																		
Discounted NPV (Rounded)	\$473,700																		
Savings to City (Not Discounted)	\$26,500																		
Percent Savings	5.3%																		
Payoff Amount to Achieve a 1% City IRR																			
Estimated July 30 Payoff	\$455,000																		
Revised City Revenue Stream	-\$455,000	\$0	\$0	\$0	\$0	\$0	\$334,010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$166,190
Resulting IRR	1.0%																		
Savings to City (Not Discounted)	\$45,200																		
Percent Savings	9.0%																		
Payoff Amount to Achieve a 1.5% City IRR																			
Estimated July 30 Payoff	\$432,000																		
Revised City Revenue Stream	-\$432,000	\$0	\$0	\$0	\$0	\$0	\$334,010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$166,190
Resulting IRR	1.5%																		
Savings to City (Not Discounted)	\$68,200																		
Percent Savings	13.6%																		

Source: KB Advisory Group, Inc.



GWINNETT COUNTY
OFFICE OF EMERGENCY MANAGEMENT

800 Hi-Hope Road | Lawrenceville, GA 30043
(O) 770.513.5600 | (F) 770.513.5660
www.gwinnettcounty.com | www.gwinnettema.com

January 10, 2024

Dear City Manager,

The Georgia Emergency Management Act gives local governments the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure timely reimbursement of costs incurred by the local governments. The agreement establishes procedures and other ground rules for counties and cities that help one another during a disaster. Your city previously executed the Statewide Mutual Aid agreement in 2020 which now requires renewal. The current agreement expires on March 1, 2024. It is our objective to have all local governments execute the agreement to ensure timely reimbursement following a disaster.

The enclosed agreement is similar in scope to the previous version but has been updated by the Georgia Emergency Management Agency (GEMA). Two original documents are provided for signature and should be returned to our office once signed. They will then be forwarded to GEMA for execution and an original copy returned to you.

Please let me know if you have any questions regarding the Statewide Mutual Aid Agreement or if I can assist you in any other way.

Sincerely,

Michael Shaw, Acting Director

Gwinnett County Office of Emergency Management

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Duluth

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II

GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III

ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV

PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: ____/____/____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: ____/____/____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name	Job Title/Position
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Signature of Above Individual

Print Name	Job Title/Position
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Signature of Above Individual

Print Name	Job Title/Position
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Signature of Above Individual

Chief Executive Officer - Signature	Date: _____/_____/_____
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Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for _____
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name	Job Title/Position
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Signature of Above Individual

Print Name	Job Title/Position
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Signature of Above Individual

Print Name	Job Title/Position
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Signature of Above Individual

Chief Executive Officer - Signature	Date: ____/____/____
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Chief Executive Officer – Print Name