



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
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To: Mayor and City Council
From: Michael Starling, Director of Economic Development
Date: April 27, 2026
Re: **Agreement with Dunwoody Development Authority regarding Economic Development Sign Program**

Action

Staff requests authorization for the Mayor, City Manager, or designee to execute all documents necessary and proper to facilitate the Dunwoody Development Authority (DDA) managing a pilot economic development program in and around the city with respect to signage.

Details

Economic development-oriented banners and signs provide an important medium through which organizations may convey a variety of messages, including messages that drive local commerce, attract customer activity, support placemaking and branding, promote tourism, and encourage investment in the city.

Interest in developing such a program focused on signage has been expressed within the business community and city partners. The DDA’s mission includes promoting trade, commerce, industry, and employment opportunities throughout the City. In that capacity, the DDA is well positioned to partner with business organizations, property owners, merchants, and private entities to advance economic development initiatives through targeted programs that may be limited by geography, program type, or other defined criteria.

Staff believe that implementing and evaluating a pilot framework through a coordinated DDA effort is in the best interests of the citizens of Dunwoody and may support broader redevelopment, business recruitment, retention, and placemaking objectives.

Recommendation

Staff requests authorization for the Mayor, City Manager, or designee to execute all documents necessary and proper to facilitate the Dunwoody Development Authority to manage a pilot economic development program in and around the city with respect to signage.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF DUNWOODY AND
DUNWOODY DEVELOPMENT AUTHORITY**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Dunwoody, Georgia (the “City”) and the Dunwoody Development Authority (“DDA”).

2. **Purpose.** The purpose of this MOU is to establish the scope of targeted, pilot economic development programs in and around the City with respect to signage. The parties recognize that signs provide an important medium through which persons may convey a variety of messages, including those that spur economic development. The parties also recognize that the DDA promotes trade, commerce, industry, and employment opportunities throughout the City. The DDA is in the best position to partner with various organizations and private entities to create economic development in the City through the use of targeted programs, either in scope, geography, or both. Interest in creating such a program regarding signage throughout the City has been expressed in the business community. The City finds that exploration and implementation of such a program is in the best interests of the citizens of the City.

3. **Term.** This MOU shall be effective upon the date when last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for a period of one year. At the end of one year, this MOU will automatically renew for another one-year period, unless otherwise terminated as set forth herein.

4. **Scope.** The DDA shall oversee and manage any proposed signage program whose purpose is to spur economic growth in the City. Each such program is a pilot program and must be limited in time, geography, and scope. No prohibited sign as designated in the City’s sign ordinance § 20-34 shall be allowed as part of any such pilot program. The parties shall work cooperatively to implement said programs with respect to permitting. The DDA shall report to the City in writing when any such targeted program is commenced, providing the City with an outline of the program and its intended purpose. At the conclusion of any such pilot program, the DDA shall assess impact, develop informed recommendations regarding its potential continuation, and report same to the City in writing.

5. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Georgia.

D. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

CITY OF DUNWOODY

By: _____

Name: _____

Title: _____

Date: _____

DUNWOODY DEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____