DOWNTOWN DEVELOPMENT AUTHORITY REGULAR MEETING
City Hall Council Chambers
December 9, 2024
5:00 PM
AGENDA

I. CALL TO ORDER

II. ROLL CALL

Harold Shinn, Chair
Schuyler Clark, Board Member
Doug Edwards, Board Member
Sam Kok, Board Member
Stephe Koontz, Board Member
Sergio Monzalvo, Board Member

III. APPROVAL OF MEETING AGENDA

- Approval of Meeting Agenda

IV. APPROVAL OF PRIOR MEETING MINUTES

A. Approval of September 24, 2024 Meeting Minutes

V. UNFINISHED BUSINESS

VI. OLD BUSINESS

VII. DOWNTOWN DEVELOPMENT BUSINESS

A. FY25 Budget
Presented By China Agu, Board Treasurer

B. Potential Amendment to a Memorandum of Understanding with Kauffman Realty Group, LLC.
Presented by Cecil McLendon, Board Attorney

C. 2025 Board Meeting Dates adopted by Doraville City Council
Presented by Board Secretary Shanta Bingham

D. An Amendment to the DDA Application
Presented By Cecil McLendon, Authority Attorney

VIII. BOARD COMMENTS

IX. ADJOURNMENT

AGENDA ITEM NO. IV.A

Agenda Item Memorandum

DOWNTOWN DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

ITEM TITLE: Approval of September 24, 2024 Meeting Minutes

DATE: December 9, 2024

SUBMITTED BY: Shanta Bingham, Board Secretary

ITEM TYPE: Action Item

AGENDA SECTION: APPROVAL OF PRIOR MEETING MINUTES

PRESENTED BY:

ATTACHMENTS:
09.24.2024 DDA Meeting Minutes

Downtown Development Authority
Tuesday, September 24, 2024
Meeting Minutes

Prepared by:
Shanta J. Bingham, City Clerk

City Hall Council Chambers
3725 Park Avenue
Doraville, Georgia 30340

5 p.m.

I. CALL TO ORDER

Chair Harold Shinn called the Meeting to Order.

II. ROLL CALL

Harold Shinn, Sergio Monzalvo, Schuyler Clark, and Stephe Koontz were present. Members Doug Edwards and Sam Kok were absent.

III. APPROVAL OF MEETING AGENDA

There was a motion to approve the September 24,2024 Meeting agenda.
MOTION: Schuyler Clark
SECOND: Stephe Koontz

Ayes: Sergio Monzalvo, Schuyler Clark, Stephe Koontz, Harold Shinn
Nays: None
Abstain: None
Motion Passes: 4-0

IV. APPROVAL OF MEETING MINUTES

There was a motion to approve the June 11, 2024 Meeting Minutes.
MOTION: Stephe Koontz
SECOND: Schuyler Clark

Ayes: Doug Edwards, Schuyler Clark, Stephe Koontz, Harold Shinn
Nays: None
Abstain: None
Motion Passes: 4-0

V. NEW BUSINESS

A. Resia/ Lotus Grove- Request to amend Project Timeline in Memorandum of Understanding. Presented by Benjamin Brooks, Attorney, Smith, Gambrell, and Russell.

Mr. Brooks provided an update on the memo regarding the request for more time. The Memo would grant Resia the requested 90 day time amendment.

Mr. Brooks answered questions from the Board.

There was a motion to approve the amendment to the Memorandum of Understanding with Resia and the $120 million investment amount.
MOTION: Stephe Koontz
SECOND: Schuyler Clark

Ayes: Sergio Monzalvo, Schuyler Clark, Stephe Koontz, Harold Shinn
Nays: None
Abstain: None
Motion Passes: 4-0

B. Intergovernmental Agreement for the Provision of Financial and Support Services to the City of Doraville Downtown.

Cecil McLendon, Authority Attorney provided an overview of the item.

The Board provided feedback on the support of the agreement with the City of Doraville.

There was a motion to approve the Intergovernmental agreement for the provision of financial and support services to the City of Doraville Downtown Development Authority.
MOTION: Schuyler Clark
SECOND: Sergio Monzalvo

Ayes: Sergio Monzalvo, Schuyler Clark, Stephe Koontz, Harold Shinn
Nays: None
Abstain: None
Motion Passes: 4-0

C. Downtown Development Authority of the City of Doraville Application Presented by Cecil McLendon, Authority Attorney, and Albert Trevino, Senior Planner, City of Doraville.

Cecil McLendon provided an overview of the item. Mr. McLendon answered questions from the Board.

There was a motion to approve the application with the following amendment: Page 2, adding item H, "the applicant shall disclose any prior awarded incentive agreement they may have received from a local government and item I, "the applicant shall disclose if they have ever defaulted on an incentive deal awarded by a local government.
MOTION: Stephe Koontz
SECOND: Sergio Monzalvo

Ayes: Sergio Monzalvo, Schuyler Clark, Stephe Koontz, Harold Shinn
Nays: None
Abstain: None
Motion Passes: 4-0

D. Kaufman/5497 Buford Highway- Request to amend Project Timeline and Payment Structure in Memorandum of Understanding.

Cecil McLendon, Board Attorney gave an overview of the item.

The Board discussed the timeline and payment structure.

There was a motion to approve amend the project timeline, the payment structure will be deferred to payment structure to a later meeting.
MOTION: Stephe Koontz
SECOND: Sergio Monzalvo
Ayes: Sergio Monzalvo, Schuyler Clark, Stephe Koontz, Harold Shinn
Nays: None
Abstain: None
Motion Passes: 4-0

VI. ADJOURNMENT

There was a motion to adjourn the meeting.
MOTION: Stephe Koontz
SECOND: Schuyler Clark
Ayes: Sergio Monzalvo, Schuyler Clark, Harold Shinn and Stephe Koontz
Nays: None
Abstain: None
Motion passes 4-0

Approved:

_____
Harold Shinn, Chair

Attest:

_____
Shanta J. Bingham, Secretary

AGENDA ITEM NO. VII.B

Agenda Item Memorandum

DOWNTOWN DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

ITEM TITLE: Potential Amendment to a Memorandum of Understanding with Kauffman Realty Group, LLC.

DATE: December 9, 2024

SUBMITTED BY: Shanta Bingham, City Clerk

ITEM TYPE: New Business

AGENDA SECTION: DOWNTOWN DEVELOPMENT BUSINESS

PRESENTED BY:

ATTACHMENTS:

DDA Doraville (5407 Buford Highway)--Resolution Approving Amendment to 12 5 CGM.pdf
Agenda Memo 12 5 CGM.pdf
DDA Doraville (5407 Buford Highway) - 1st Amendment to MOU 12 5 CGM.pdf

A RESOLUTION OF DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DORAVILLE APPROVING AN AMENDMENT TO A MEMORANDUM OF UNDERSTANDING

THIS RESOLUTION (this "Resolution") is adopted by the Downtown Development Authority of the City of Doraville, a public body corporate and politic established under the laws of the State of Georgia (the "Issuer").

WHEREAS, the Issuer is organized under and pursuant to the Act (defined below) and has the power to issue its revenue bonds in accordance with the applicable provisions of the Revenue Bond Law, O.C.G.A. § 36-82-60 *et seq.*, as amended, for the purpose of paying all or any part of the costs of certain projects in order to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of the State of Georgia by revitalizing and redeveloping the central business district of the City of Doraville (the "City"), the municipal corporation within which the Issuer's downtown development area is located; and

WHEREAS, after careful study and investigation, the Authority, in furtherance of the public purpose for which it was created and pursuant to a Bond Resolution adopted August 28, 2023 (the "Bond Resolution"), authorized the issuance of its Taxable Revenue Bond (5407 Buford Highway Project), Series 2023 in the maximum principal amount of $85,000,000 (the "Bonds") to finance the costs of constructing, acquiring and equipping a capital project (the "Project") in the City of Doraville; and

WHEREAS, in connection with the Bonds and the Project, the Authority and Kauffman Realty Group, LLC (the "Company") entered into a Memorandum of Understanding dated as of June 12, 2023 (the "MOU") with regard to the development of the Project, the provision of certain property tax benefits for the Project, and the establishment of certain performance metrics for capital investment at the Project; and

WHEREAS, at the request of the Company, the Authority has determined to enter into a First Amendment to Memorandum of Understanding (the "First Amendment") with respect to the MOU in order to provide for a modified development schedule with respect to the Project.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The First Amendment is hereby approved, and the Authority's execution, delivery and performance of and under the First Amendment are hereby authorized and approved. The First Amendment shall be in substantially the form attached as Exhibit "A" hereto, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Authority and the execution of the First Amendment by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority, which is hereby authorized, shall be conclusive evidence of any such approval.

Section 2. All acts and doings of the officers of the Authority which are in conformity with the purposes and intents of this Resolution and in the furtherance of the execution of the First Amendment shall be, and the same hereby are, in all respects approved and confirmed.

Section 3. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

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

(Execution on Following Page)

Adopted this 9th day of December, 2024.

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DORAVILLE

Attest:

_____
Shanta J. Bingham, Secretary

By: _____
Harold Shinn, Chairman

EXHIBIT "A"

First Amendment

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Downtown Development Authority of the City of Doraville, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on December 9, 2024 by the said Authority in a meeting duly called and assembled, after due and reasonable public notice given in accordance with the procedures of the said Authority and the provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Resolution appears of public record in the Minute Book of the Authority which is in my custody and control.

Given under my hand and seal of the aforementioned Authority, this 9th day of December, 2024.

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DORAVILLE

_____
Secretary

[SEAL]

MEMORANDUM

TO: Chairman and Board of the Downtown Development Authority of the City of the City of Doraville, Georgia (the "Authority")

FROM: Cecil McLendon, Jr., Authority Counsel
Benjamin J. Brooks, Authority Bond Counsel

SUBJECT: Potential Amendment to a Memorandum of Understanding

DATE: December 9, 2024

Background

Last year, the Authority adopted a Bond Resolution on August 28, 2023 (the "Bond Resolution"), authorizing the issuance of its Taxable Revenue Bond (5407 Buford Highway Project), Series 2023 in the maximum principal amount of $85,000,000 (the "Bond") to finance the costs of constructing, acquiring and equipping a capital project consisting of 240 Class A multi-family units and a parking deck (the "Project") in the City of Doraville.

In connection with the Bond and the Project, the Authority and Kauffman Realty Group, LLC (the "Company") entered into a Memorandum of Understanding dated as of June 12, 2023 (the "MOU") with regard to the development of the Project, the provision of certain property tax benefits for the Project, and the establishment of certain performance metrics for capital investment at the Project.

This summer, the Company contacted representatives of the Authority to request certain changes to terms of the MOU, including a modification of: (1) the development schedule for the Project (the "Development Schedule"), and (2) the closing date required to receive enhanced incentives.

The Current MOU

The MOU currently includes a schedule (the "Development Schedule") which requires that the Bond for the Project be issued by December 15, 2025 (the Board indicated its willingness to move that date to March 25, 2025 at its prior meeting), and further incorporates the December 15, 2025 date as the key timeline to receive enhanced incentives as set forth in the Savings Schedule. Final certificates of occupancy for the Project are required by for development of the Project by January 2028.

The Company's Proposal

The Company reports significant challenges in obtaining financing for the Project, and as a result, the Company has requested a modification to the MOU by amending the Development Schedule by extending the outside "Bond Closing Date" and key date for the incentive set forth on the Savings Schedule to December 15, 2025, and therefore extending the date for delivery of the final certificate of occupancy for the Project from January 2028 to January 2029.

Staff Analysis and Recommendation

Based upon conversations with the applicant, and consideration of the current market environment, the Staff recommends approval of the requested modifications.

Attached please find a proposed resolution and amendment modifying the MOU as requested.

FIRST AMENDMENT
TO MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (this "**Amendment**") is made and entered into as of December 9, 2024 (the "**Effective Date**"), by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DORAVILLE, GEORGIA** (the "**Authority**"), a downtown development authority and public body corporate and politic duly created and activated under the Downtown Development Authorities Law, O.C.G.A. Section 36-42-1, *et seq*., as amended (the "**Act**"), and **KAUFMAN REALTY GROUP, LLC**, a Georgia limited liability company (the "**Company**"), each a "**Party**," and collectively the "**Parties**."

RECITALS

A. The Parties executed Memorandum of Understanding on June 12, 2023 (the "**MOU**"). The MOU relates to a capital project (the "**Project**") to be located in Doraville, Georgia ("**Doraville**"), in the State of Georgia, as more fully described therein.

B. All capitalized terms which are used but which are not defined herein, but which are defined in the MOU, shall have the same meaning herein as therein, as appropriate.

C. The Company has now requested certain amendments to the MOU, which the Authority is willing to agree to on the terms and conditions stated in this Amendment. All agreements of the Parties (except as expressly otherwise provided herein), all acknowledgments by the Company, all warranties and representations of the Company, all releases and indemnities by the Company, and all other terms and conditions of the MOU remain in full force and effect from the date of the MOU.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals above are part of this Amendment and are hereby incorporated herein by reference. The Company acknowledges and agrees that the Recitals to this Amendment are a true and accurate representation of the facts and circumstances at the time of this Amendment.

2. Amendments to MOU.

(a) Amendment to Savings Schedule. Schedule 3.2 to the MOU is hereby amended by deleting only the table located in paragraph 5 thereof in its entirety and inserting in lieu thereof the new table attached hereto as Exhibit "A".

(b) Amendment to Development Schedule. Schedule 4.10 of the MOU is hereby amended by deleting such schedule in its entirety and inserting in lieu thereof Schedule 4.10 attached as Exhibit "B" to this Amendment.

3. **Amendment Fee.** In consideration of the Authority's execution of the Amendment, the Company shall pay to the Authority a one-time amendment fee equal to $0.00, due and payable on the Effective Date.

4. **Amendment Costs.** The Company shall be responsible for all of its own costs, fees, and expenses related to this amendment.

5. **Miscellaneous.**

(a) No Conflicting Law or Agreement. The Company warrants and represents that its execution, delivery and performance of this Amendment does not constitute a breach of or default under, and does not violate or conflict with, any provisions of the constituent documents of the Company or any contract, financing agreement, or other agreement to which the Company is a party or by which the Company's properties may be affected; nor will the same result in the creation or imposition of any encumbrance upon any properties of the Company.

(b) No Consent Required. The Company represents and warrants that the execution, delivery, and performance of this Amendment does not require the consent or approval of or the giving of notice to any person or entity except for those consents which have been duly and finally obtained and are in full force and effect.

(c) Valid Consideration; Binding Agreement. The Company warrants, represents and acknowledges that, that the each of the MOU and the Agreement, as amended hereby, has been executed and delivered by the Company for adequate consideration and value under all applicable laws; and that each of the MOU and the Agreement, as amended hereby is valid, binding upon and enforceable against the Parties in accordance with its terms, and shall be binding upon and enforceable against the Parties' respective successors and assigns.

(d) Notices. Any notice required to be given by any Party pursuant to this Amendment shall be in writing and shall be deemed to have been properly given, rendered or made only if either (i) delivered personally to the Party or, if such Party is not an individual, to an officer or other legal representative of the Party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent via nationally recognized overnight courier for next business day delivery, addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the date of personal delivery, or the first business day after having been deposited with the courier service or the United States Postal Service:

[Remainder of page intentionally left blank]

If to the Authority:

Downtown Development Authority of
the City of Doraville, Georgia
3725 Park Avenue
Doraville, Georgia 30341
Attn: Chairperson

with a copy to:

Smith, Gambrell & Russell, LLP
1105 W. Peachtree St., N.E., Suite 1000
Atlanta, Georgia 30309
Attn: Benjamin J. Brooks
Email: bbrooks@sgrlaw.com

If to the Company:

Kaufman Realty Group , LLC
5607 Glenridge Dr.
Suite 555
Atlanta, GA 30342
Attn: Garry Sobel
Telephone: 404- 601-8754
Email: gsobel@kaufmaninc.com

with a copy to:

Thompson Hine LLP
Two Alliance Center
3560 Lenox Road NE, Suite 1600
Atlanta, Georgia 30326
Attn: Sherman Golden, Esq.

(e) Construction of Amendment. Except as expressly provided herein, each of the MOU and the Agreement shall remain in full force and effect in accordance with its terms, and the Agreement, as amended hereby shall not be construed to (a) impair the validity, perfection or priority of any security therefor, or (b) waive or impair any rights, powers or remedies of the Authority under the MOU or the Agreement. This Amendment has been reviewed fully by all Parties and their independent counsel and shall not be construed against any Party as author.

(f) Entire Agreement. Each of the MOU and the Agreement, as amended hereby, represents the entire agreement between the Parties concerning the subject matter thereof, and all oral discussions and prior agreements are merged herein. Except for the amendments of the MOU and the Agreement expressly set forth herein, each of the MOU and the Agreement remains in full force and effect.

(g) Amendment and Waiver in Writing. No provision of the Agreement, as amended hereby, can be amended, modified or waived, except by a statement in writing signed by the Party against which enforcement of the amendment, modification or waiver is sought.

(h) Severability. Should any provision of the Agreement, as amended hereby, be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

(i) Counterparts. This Amendment may be executed in counterparts with all signatures or by counterpart signature pages, and it shall not be necessary that the signatures of all Parties be contained on any one document. Each counterpart shall be deemed an original, but all of them together shall constitute one and the same instrument. This Amendment may be executed by facsimile signatures (or other electronic transmission) and shall be effective when the Authority has received original or electronic transmissions of the signature pages executed by all Parties hereto; provided, however, that all Parties shall deliver original executed documents to the Authority promptly following the execution hereof.

(j) Time Is of Essence. TIME IS OF the ESSENCE under this Amendment and each and every provision hereof.

(k) Survival. All representations, warranties, covenants and agreements of the Company made in the MOU and the Agreement, each as amended hereby, shall survive the execution and delivery of this Amendment, until such time as all of the obligations of the Company to the Authority under or arising out of the MOU and the Agreement shall have been performed.

(l) Applicable Law. The validity, construction and enforcement of the Agreement, as amended hereby, shall be determined according to the laws of the State of Georgia, without regard to its conflict of laws provisions.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment to Acknowledgement and Agreement has been executed by each of the undersigned as of the date first written above.

The "Authority":

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DORAVILLE

By: _____
Harold Shinn, Chairman

ATTEST:

_____
Shanta J. Bingham, Secretary

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

The "Company":

KAUFMAN REALTY GROUP, LLC, a
Georgia limited liability company

By: _____(SEAL)
Garry Sobel, Authorized Signatory

EXHIBIT "A"

	If Closing occurs on or before December 15, 2025	If Closing occurs after December 15, 2025
Layer 1 Amount	$1,400,000	$1,300,000

[Remainder of page intentionally left blank]

EXHIBIT "B"

SCHEDULE 4.10
DEVELOPMENT SCHEDULE

For purposes of this Development Schedule and other provisions of this Agreement, "**Substantial Completion**" means the stage in the progress of the work when the work is sufficiently complete in accordance with the general contractor's contract so that the Company can occupy or utilize the work for its intended use. Substantial Completion shall occur no later than when a permanent certificate of occupancy is issued for the work. For purposes of the foregoing, "work" refers to the Project (exclusive of certificates of occupancy for offsite work that GDOT or other governmental entities are required to complete). The Company shall use commercially reasonable efforts to achieve Substantial Completion of the Project.

MILESTONE	DEADLINE
DDA Approval and complete execution of MOU (this Agreement)	June 15, 2023
Finalize Bond Documents	Within 60 days of execution of MOU
Adoption of Bond Resolution by DDA	Within 45 days of Final Bond Documents
Initiate Bond Validation Process	Within 30 days of adoption of Bond Resolution by DDA
Bonds Validated	Within 45 days of initiation of bond validation
Bond Closing/Issuance of Bond	No later than December 15, 2025
Apply for demolition permit	Within 30 days of Bond Closing
Apply for Land Disturbance Permit	Within 30 days of receipt of Demolition Permit
Apply for Building Permit	Within 60 days of receipt of LDP
Apply for City or Governmental Approval of Water, Fire & Sewer	Within 60 days of receipt of LDP
Demolition of Building	45 days after receipt of Demolition Permit

Begin Land Development (Horizontal) efforts ("**Horizontal Development**")	30 days after later of (1) receipt of LDP or (2) Demolition of Building
Substantial Completion of Entire Project (exclusive of certificates of occupancy or approvals for off-site work from GDOT or other governmental entities, as well as for the trail or public art)	No later than 36 months after receipt of Demolition Permit and LDP, subject to events of Force Majeure

For purposes of this Development Schedule and other provisions of this Agreement, "**Substantial Completion**" means the stage in the progress of the work when the work is sufficiently complete in accordance with the general contractor's contract so that the Company can occupy or utilize the work for its intended use. Substantial Completion shall occur no later than when a permanent certificate of occupancy is issued for the work. For purposes of the foregoing, "work" refers to the work for the entire Project, including all housing units to be constructed as part of the Project (exclusive of certificates of occupancy for offsite work that GDOT or other governmental entities are required to complete). The Company shall use commercially reasonable efforts to achieve Substantial Completion of the Project.

AGENDA ITEM NO. VII.C

Agenda Item Memorandum

DOWNTOWN DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

ITEM TITLE: 2025 Board Meeting Dates adopted by Doraville City Council

DATE: December 9, 2024

SUBMITTED BY: Shanta Bingham, Board Secretary

ITEM TYPE: New Business

AGENDA SECTION: DOWNTOWN DEVELOPMENT BUSINESS

PRESENTED BY:

ATTACHMENTS:
2025 Public Meeting Calendar.pdf
2025 City Meeting Schedule.pdf

2025 Public Meeting Calendar

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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February						
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April						
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May						
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June						
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29	30					

July						
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December						
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KEY	
	Planning Commission
	Regular Council Meeting
	Zoning Council Meeting
	Development Authority
	Art Commission
	City Holidays

THE CITY OF Doraville

Diversity, Vitality, Community

City Meetings:

6:00pm City Council Regular Meeting
6:00pm City Counci Regular Zoning Meeting
6:30 pm Art Commission
5:00 pm Downtown Development Authority
6:00pm Planning Commission

MEETING DATE	MEETING TYPE	DEADLINE TO SUBMIT AGENDA MATERIALS TO CITY CLERK	MEETING AGENDA PUBLISHED
Wednesday, January 8, 2025	Planning Commission	NA	Thursday, January 2, 2025
Wednesday, January 15, 2025	Regular Meeting	Thursday, January 9, 2025	Thursday, January 9, 2025
Thursday, January 16, 2025	Art Commission	NA	Tuesday, January 14, 2025
Wednesday, January 22, 2025	Zoning Meeting	Thursday, January 16, 2025	Thursday, January 16, 2025
Wednesday, February 5, 2025	Planning Commission	NA	Wednesday, January 29, 2025
Wednesday, February 12, 2025	Regular Meeting	Thursday, February 13, 2025	Thursday, February 13, 2025
Thursday, February 20, 2025	Art Commission	NA	Tuesday, February 18, 2025
Wednesday, February 19, 2025	Zoning Meeting	Thursday, February 13, 2025	Thursday, February 13, 2025
Wednesday, March 5, 2025	Planning Commission	NA	Wednesday, February 26, 2025
Tuesday, March 11, 2025	Development Authority	NA	Friday, March 8, 2025
Wednesday, March 12, 2025	Regular Meeting	Thursday, March 6, 2025	Thursday, March 6, 2025
Thursday, March 21, 2025	Art Commission	NA	Tuesday, March 18 2025
Wednesday, March 19, 2025	Zoning Meeting	Thursday, March 13, 2025	Thursday, March 13, 2025
Wednesday, April 2, 2025	Planning Commission	NA	Wednesday, March 26, 2025
Wednesday, April 9, 2025	Regular Meeting	Thursday, April 3, 2025	Thursday, April 3, 2025
Thursday, April 17, 2025	Art Commission	NA	Tuesday, April 15, 2025
Wednesday, April 16, 2025	Zoning Meeting	Thursday, April 10, 2025	Thursday, April 10, 2025
Wednesday, May 7, 2025	Planning Commission	NA	Wednesday, April 30, 2025
Wednesday, May 14, 2025	Regular Meeting	Thursday, May 8, 2025	Thursday, May 8, 2025
Thursday, May 15, 2025	Art Commission	NA	Tuesday, May 13, 2025
Wednesday, May 21, 2025	Zoning Meeting	Thursday, May 15, 2025	Thursday, May 15, 2025
Wednesday, June 4, 2025	Planning Commission	NA	Wednesday, May 28, 2025
Tuesday, June 10, 2025	Development Authority	NA	Friday, June 7, 2025
Wednesday, June 11 2025	Regular Meeting	Thursday, June 5, 2025	Thursday, June 5, 2025
Thursday, June 26, 2025	Art Commission	NA	Tuesday, June 24, 2025
Wednesday, June 18, 2025	Zoning Meeting	Thursday, June 12, 2025	Thursday, June 12, 2025
Wednesday, July 2, 2025	Planning Commission	NA	Wednesday, June 25, 2025
Wednesday, July 9, 2025	Regular Meeting	Thursday, July 3, 2025	Thursday, July 3, 2025
Thursday, July 17, 2025	Art Commission	NA	Tuesday, July 15, 2025
Wednesday, July 16, 2025	Zoning Meeting	Thursday, July 10, 2025	Thursday, July 10, 2025
Wednesday, August 6, 2025	Planning Commission	NA	Wednesday, July 30, 2025
Wednesday, August 13, 2025	Regular Meeting	Thursday, August 7, 2025	Thursday, August 7, 2025
Thursday, August 21, 2025	Art Commission	NA	Tuesday, August 19, 2025
Wednesday, August 20, 2025	Zoning Meeting	Thursday, August 14, 2025	Thursday, August 14, 2025
Wednesday, September 3, 2025	Planning Commission	NA	Wednesday, August 27, 2025
Tuesday, September 9, 2025	Development Authority	NA	Friday, September 6, 2025
Wednesday, September 10, 2025	Regular Meeting	Thursday, September 4, 2025	Thursday, September 4, 2025
Thursday, September 18, 2025	Art Commission	NA	Tuesday, September 16, 2025
Wednesday, September 17, 2025	Zoning Meeting	Thursday, September 11, 2025	Thursday, September 11, 2025
Wednesday, October 1, 2025	Planning Commission	NA	Wednesday, September 24, 2025
Wednesday, October 8, 2025	Regular Meeting	Thursday, October 2, 2025	Thursday, October 2, 2025
Thursday, October 16, 2025	Art Commission	NA	Tuesday, October 14, 2025
Wednesday, October 15, 2025	Zoning Meeting	Thursday, October 9, 2025	Thursday, October 9, 2025
Wednesday, November 5, 2025	Planning Commission	NA	Wednesday, October 29, 2025
Wednesday, November 12, 2025	Regular Meeting	Thursday, November 6, 2025	Thursday, November 6, 2025
Thursday, November 20, 2025	Art Commission	NA	Tuesday, November 18, 2025
Wednesday, November 19, 2025	Zoning Meeting	Thursday, November 13, 2025	Thursday, November 13, 2025
Wednesday, December 3, 2025	Planning Commission	NA	Wednesday, November 26, 2025
Tuesday, December 9, 2025	Development Authority	NA	Friday, December 6, 2025
Wednesday, December 10, 2025	Regular Meeting	Thursday, December 4, 2025	Thursday, December 4, 2025
Thursday, December 18, 2025	Art Commission	NA	Tuesday, December 16, 2025
Wednesday, December 17, 2025	Zoning Meeting	Thursday, December 11, 2025	Thursday, December 11, 2025

AGENDA ITEM NO. VII.D

Agenda Item Memorandum

DOWNTOWN DEVELOPMENT AUTHORITY AGENDA ITEM REPORT

ITEM TITLE:

An Amendment to the DDA Application

DATE: December 9, 2024

SUBMITTED BY: Shanta Bingham, Authority Attorney

ITEM TYPE: Action Item

AGENDA SECTION: DOWNTOWN DEVELOPMENT BUSINESS

PRESENTED BY: Cecil McLendon, Authority Attorney

ATTACHMENTS:

DDA_Memo_Application_Revision.pdf
DDA Application Packet (Final) (December 2024).pdf

MEMORANDUM

TO: City of Doraville Downtown Development Authority

FROM: Cecil McLendon, Jr., Authority Attorney

SUBJECT: An Amendment to the DDA Application

DATE: December 6, 2024

At their last meeting held on September 24, 2024, the DDA had adopted an official DDA Application for tax incentive requests made to the City of Doraville. Since that meeting, Staff has made a revision to the application including adding two new prerequisites, which can be found within the table on page 2 of the application, and are as follows:

H. The applicant shall disclose any prior awarded incentive agreements that they have received from a local government; and
I. The applicant shall disclose if they have ever defaulted on an incentive deal awarded by a local government.

The purpose of this revision is to require applicant's applying for tax incentives to disclose to the DDA any and all prior dealings in receiving incentive agreements from a local government, and if they have ever defaulted on an agreement.

Our intent here is to present the revised application draft to the Board and receive your feedback. In addition, we intend to have the Mayor and Council review the proposed revision as well, and hopefully bring the application back following the Council meeting for final approval and adoption.

THE CITY OF Doraville
Diversity, Vitality, Community

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF DORAVILLE (DDA)
APPLICATION FORM

COVER PAGE
TABLE OF CONTENTS:

Page	Contents
1	Introduction
2	Prerequisites
3	Consideration in Providing an Inducement
4	Limitations & Process
5	Fees
5	Open Records Notice
6	Area of Operation of the DDA
7	Application Checklist
8	Application Form

DDA
Downtown Development Authority

INTRODUCTION:

The purposes of the Downtown Development Authority ("DDA") are to develop and promote, for the public good and general welfare, trade, commerce, industry and employment opportunities and to revitalize and redevelop the central business district of the City of Doraville. The DDA has the power to operate within the designated central business district of the City of Doraville.

A principal tool for fulfilling these economic development purposes is the facilitation of property tax incentives. Use of these incentives involves the issuance by the DDA of revenue bonds either to the Applicant or other purchasers it identifies. The proceeds of the bonds enable the DDA to take title to the Applicant's economic development project (the "Project"). The Project then is leased or rented by the DDA to the Applicant, and the Applicant pays rentals that repay the bonds.

The DDA may also serve as the issuer of revenue bonds to provide financing for a Project. Note however, that the DDA serves as a conduit for such financing and does not itself provide or arrange financing. In such case, the applicant must obtain an underwriter or lender and make arrangements for the financing satisfactory to the DDA; the DDA does not provide credit or credit support for bonds.

The information contained within this application is necessary to process a request for a bond inducement from the DDA. A bond inducement is a preliminary action of the DDA indicating the framework in which it is willing to further consider the request of the applicant and does not constitute final action or financing.

PREREQUISITES:

The DDA is charged by the City of Doraville with providing Tax Incentives only to significant Projects determined by resolution of its board of directors to be worthy and appropriate to achieve its economic development purposes. Because the Applicant will pay all associated legal costs and DDA fees, the Applicant must weigh the costs against estimated savings to determine whether a proposed incentive is cost effective.

Prior to providing the DDA's preliminary approval (the "Inducement") to provide Tax Incentives to a Project, several prerequisites must be met:

Project Prerequisites	
☐	A. The DDA requires that a fiscal impact analysis of the Project be conducted, at the cost of the Applicant, by a professional selected by the DDA. The fiscal impact analysis measures the estimated revenues to be derived by the principal jurisdictions that would tax the Project and the estimated service costs of such jurisdictions, as a result of the Project.
☐	B. With respect to primarily retail Projects, the DDA must also obtain a market analysis or review (which may be conducted by an outside consultant or at the staff level, as the DDA deems appropriate) examining market absorption and the impact of the Project on similar retail establishments within the projected service area.
☐	C. The Project qualifies as an eligible "project" under Georgia's Downtown Development Authorities Law.
☐	D. The DDA judges that a Bond-Lease Transaction is appropriate for the Project, which project is determined by a majority of its board members to further its public purposes.
☐	E. The DDA considers that the Applicant can meet its obligations pursuant to all relevant agreements.
☐	F. The Project complies with applicable ordinances, include zoning requirements.
☐	G. The Project is found consistent with existing local and regional planning efforts and is in conformance with the current Doraville Comprehensive Plan.
☐	H. The applicant shall disclose any prior awarded incentive agreements that they have received from a local government.
☐	I. The applicant shall disclose if they have ever defaulted on an incentive deal awarded by a local government.

The DDA will consult with such of its economic development partners as it deems suitable, or as required by its procedures, in assessing an application for Tax Incentives.

CONSIDERATIONS IN PROVIDING AN INDUCEMENT

In evaluating whether an application that meets all prerequisites should be awarded the Tax Incentive, the DDA staff and board will examine several principal factors. While all factors need not be present, all are weighted.

Project Considerations – Primary Factors	
☐	The extent of creation of desirable jobs in the City of Doraville.
☐	The number of new or retained permanent jobs.
☐	How well the new and retained jobs pay.
☐	The extent that the fiscal impact analysis anticipates that the Project will produce new positive revenues to the taxing jurisdictions.
☐	The extent to which the Tax Incentive is critical to causing the investment in the Project to occur.
☐	Care for seniors.
☐	The contribution of public infrastructure or facilities such as parks, traffic improvements or police facilities.
☐	The DDA judges the Project feasible.
☐	Commitment to sustainable design.
☐	Preservation of historic structures.
☐	Environmental remediation.

In addition to the above primary factors, the DDA staff and board will consider additional factors such as:

Project Considerations – Additional Factors	
☐	The extent to which the Project supports the expansion of an existing City of Doraville business.
☐	The extent that a Project imposes low service costs on the taxing jurisdictions, such as an investment in equipment or other personal property.
☐	The extent that the Project furthers governmental development initiatives.
☐	The extent that a Project is a "seed project," furthering additional development.
☐	The extent that the Project is expected to have "multiplier" effects, fostering further economic development.
☐	The Project incorporates public art, trails or greenways, is in proximity to rail transit, and qualifies for a residential housing bonus as outlined within Sec. 23-810.
☐	Whether the Project is strategically located, for example, in an Opportunity Zone, a Livable Communities Initiative area, a designated development corridor, a blighted area, or a census eligible for New Market Tax Credits.

LIMITATIONS:

- The DDA will not provide Tax Incentives to Projects located in an established tax allocation district, other than in extraordinary circumstances.
- The DDA's board of directors is vested with legal authority for determining whether or not to enter into any Bond/Lease Transaction and so provide Tax Incentives. The DDA's board of directors may make exceptions to these policies or alter them from time to time, and its judgments and decisions in any instance are not subject to challenge or review.

PROCESS:

The DDA's Board meets quarterly, pursuant to the adopted meeting schedule, at 5:00 p.m. at City Hall.

Bond-Lease Transactions receive two formal approvals by the full DDA Board:

1. The Inducement Resolution, at which time the transaction is approved in principle, and
2. The final Bond Resolution, at which time the full legal documentation is approved in substantial form.

Prior to the Inducement Resolution, the Applicant must file a complete application, the DDA must obtain the fiscal impact analysis and any other necessary reports or prerequisites, and the DDA Application Review Committee must meet and consider recommending the Bond-Lease Transaction to the full DDA Board.

The Applicant will be expected to make knowledgeable representatives available by telephone for the Application Review Committee meeting and in person for both full Board meetings.

Following the approval of an Inducement Resolution by the DDA Board, the Applicant will work with the deal team (Applicant's attorneys, its advisors and the DDA attorney) to prepare and complete the legal documentation, to obtain the final Bond Resolution at a subsequent meeting of the DDA Board, and to validate the necessary bonds through the required validation proceedings in the Superior Court of DeKalb County.

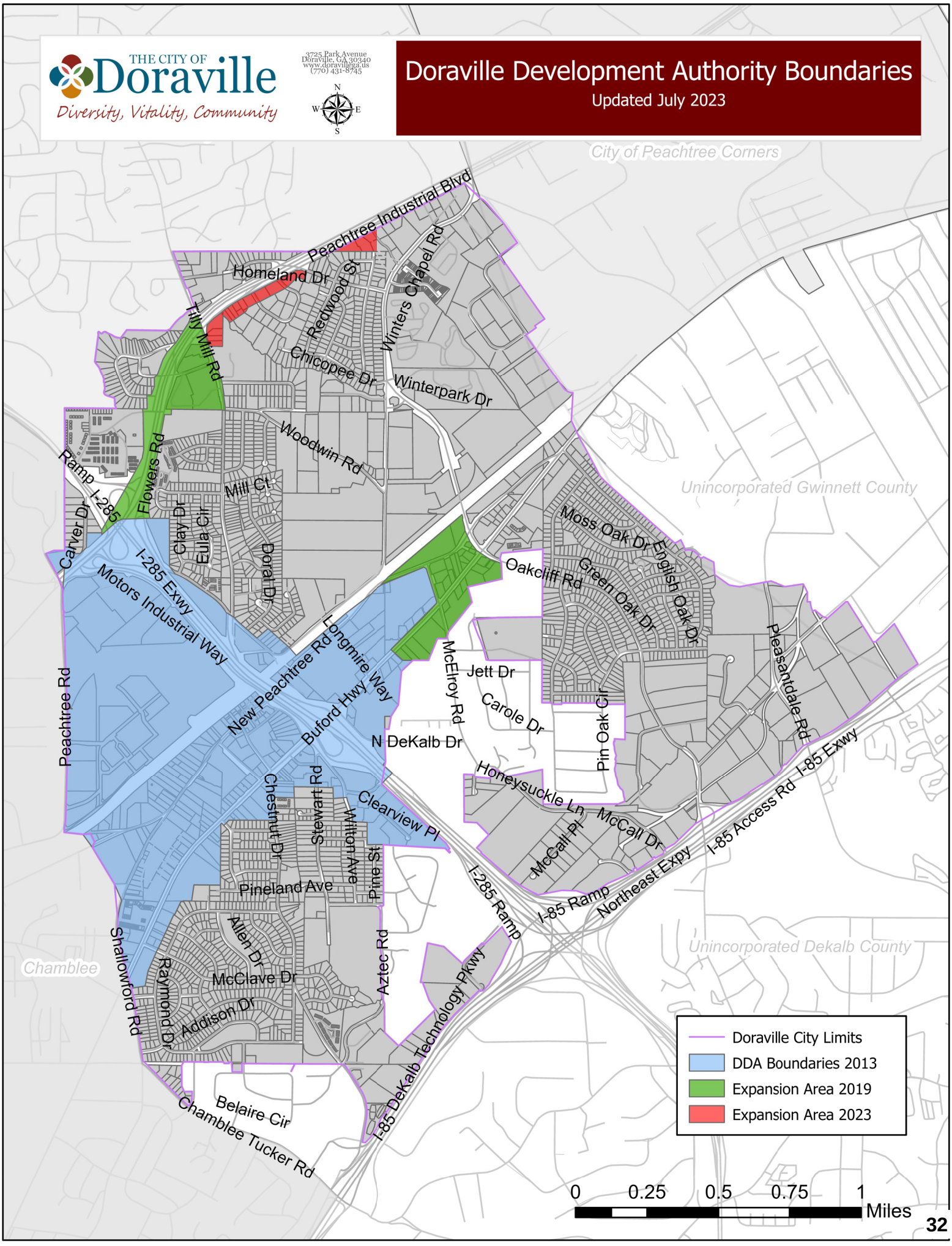
Following the successful bond validation, the Bond-Lease Transaction may be closed.

FEES:

An application fee of $5,000 is due upon receipt of the application. In addition, the DDA charges: (a) at bond closing a minimum fee of 1/8 of 1% (.00125) of the total face amount of the bonds ($2,500 for modifications to existing transactions); and (b) on each anniversary of the closing an annual minimum fee of four basis points (.0004) of the total authorized amount of the bonds, less scheduled principal retirements, at the beginning of the annual period. An additional fee applies to late payments. An exact schedule of the DDA fee payments will be provided as part of the final bond issuance.

OPEN RECORDS NOTICE:

NOTICE: Any information provided to the DDA or its staff is subject to mandatory disclosure upon request under the provisions of the Georgia Open Records Act or other applicable laws. The proceedings of the DDA are also open to the public under the Georgia Open Meetings Law. **DO NOT PROVIDE TRADE SECRETS OR OTHER CONFIDENTIAL INFORMATION TO THE DDA OR ITS STAFF, LEST THEY BE DISCLOSED.** If the answer to a question or requested material for the application involves confidential information, discuss the matter with the DDA's counsel. If it is necessary to provide information that constitutes a trade secret (the "Confidential Information") to the DDA, pursuant to O.C.G.A. § 50-18-72(a)(34), you may include with such Confidential Information an affidavit affirmatively declaring that specific Confidential Information constitutes a trade secret in accordance with O.C.G.A. § 10-1-27 (the "Trade Secret Affidavit"). Please be advised that the DDA must follow the provisions of O.C.G.A. § 50-18-72(a)(34) when responding to an Open Records request with respect to the Confidential Information. The DDA and its staff may treat any information provided to it and not specified as Confidential Information in the Trade Secret Affidavit or information that it determines does not constitute a trade secret as non-confidential and not constituting a trade secret.


THE CITY OF
Doraville
Diversity, Vitality, Community
3725 Park Avenue
Doraville, GA 30340
www.doravillega.us
(770) 431-8745
Doraville Development Authority Boundaries
Updated July 2023
City of Peachtree Corners
Unincorporated Gwinnett County
Unincorporated Dekalb County
Chamblee
Peachtree Industrial Blvd
Homeland Dr
Redwood St
Winters Chapel Rd
Tilly Mill Rd
Chicopee Dr
Winterpark Dr
Woodwin Rd
Flowers Rd
Ramp I-285
Carver Dr
Clay Dr
Eula Cir
Mill Ct
Doral Dr
I-285 Exwy
Motors Industrial Way
Peachtree Rd
Longmire Way
New Peachtree Rd
Buford Hwy
Oakcliff Rd
Moss Oak Dr
Green Oak Dr
English Oak Dr
Pleasantdale Rd
McElroy Rd
Jett Dr
Carole Dr
N DeKalb Dr
Pin Oak Cir
Honeysuckle Ln
McCall Dr
McCall Pl
I-85 Access Rd
I-85 Exwy
Northeast Expy
I-85 Ramp
I-285 Ramp
Clearview Pl
Stewart Rd
Chestnut Dr
Milton Ave
Pine St
Pineland Ave
Aztec Rd
Allen Dr
McClave Dr
Addison Dr
Raymond Dr
Shallowford Rd
I-85 DeKalb Technology Pkwy
Belaire Cir
Chamblee Tucker Rd
Doraville City Limits
DDA Boundaries 2013
Expansion Area 2019
Expansion Area 2023
0
0.25
0.5
0.75
1
Miles

APPLICATION CHECKLIST:

1. _____ Applicant Information
2. _____ Project Information
3. _____ Financing Information
4. _____ Applicant's Acknowledgement
5. _____ Cover Letter
6. _____ Financial Information
7. _____ O.C.G.A. 50-36-1(e)(2) Affidavit
8. _____ Fiscal Impact Analysis
9. _____ Market Analysis (if required)
10. _____ Copy of Applicant's Driver's License or a Verifiable Document per O.C.G.A. § 50-36-1(e)(1)
11. _____ Any Additional Information from DDA Staff
12. _____ Fees

INSTRUCTIONS:

On the following pages, fill in all of the blanks, using "none" or "not applicable" where necessary.

Send an electronic file copy of this application along with the $5,000 application fee and all other required documentation to the office of the DDA (China.Agu@doravillega.us).

If the project is a taxable lease transaction to seek property tax incentives, provide additional funds for the required fiscal impact analysis.

DEADLINE

An electronic file copy of the Application Materials must be provided to the DDA Staff at least four weeks prior to the next scheduled DDA meeting, which meets quarterly, pursuant to the adopted meeting schedule.

QUESTIONS?

DDA Bond Counsel: Contact Benjamin Brooks at BBrooks@sgrlaw.com.

Submitting Application or Payment: Contact the Finance Department Director

Name: China Agu
E-mail: China.Agu@doravillega.us
Phone: (770) 451-8745, option #1

THE CITY OF Doraville
Diversity, Vitality, Community

APPLICATION FORM
DOWNTOWN DEVELOPMENT AUTHORITY

Application #: _____

DATE RECEIVED

APPLICANT INFORMATION

General Information - Applicant		Principal User (if different from applicant)	
Name of Applicant Company:		Name of Principal User	
FEIN:		FEIN:	
Type of Organization (e.g., GA Non-Profit):		Type of Organization (e.g., Delaware For-Profit, LLC):	
Contact Person:		Contact Person:	
Title:		Title:	
E-mail:		E-mail:	
Phone:		Phone:	
Company Address:		Company Address:	
City, State, Zip:		City, State, Zip:	

Other Users (and Percentage of Project Anticipated to be Utilized)			
Name of Other User:		Percentage to be Utilized:	
Name of Other User:		Percentage to be Utilized:	

ADDITIONAL CONTACT INFORMATION: For any person responsible for on-going relationship with the City of Doraville and the Doraville Development Authority regarding bonds and taxes.

Additional Contact Person #1		Additional Contact Person #2	
Name:		Name:	
Title:		Title:	
E-mail:		E-mail:	
Phone:		Phone:	
Address:		Address:	
City, State, Zip:		City, State, Zip:	

THE CITY OF Doraville
Diversity, Vitality, Community

APPLICATION FORM
DOWNTOWN DEVELOPMENT AUTHORITY

Application #: _____

DATE RECEIVED

PROJECT INFORMATION

Please answer the following below. Attach additional sheets if needed.

Principal user's general nature of business:	
Current number of employees, companywide:	
Business to be conducted in the City of Doraville:	
NAICS of proposed facility:	
Address (or closest cross street):	
Parcel identification number (list all):	
Is this project in a tax allocation district? If so, which one?	
Build-to-suit, redevelopment, or existing building?	
Lease or purchase of property or building?	
New to the City of Doraville or is this an existing business?	
If existing, describe current operations and location(s):	
If existing, how many employees are currently employed in the City of Doraville/. Delineate between FTEs and part-time:	
Average salary of new jobs. Include in separate attachment types of jobs/titles:	
Average salary of retained jobs. Include in separate attachment types of jobs/titles:	

Project Description: Provide square footage, job and investment information in the tables below. Attach supporting documents as needed. If investment listed is not land, building, or equipment, please elaborate.	

Elaborate on why the involvement of the DDA is critical for the success of the project.	

THE CITY OF Doraville
Diversity, Vitality, Community

APPLICATION FORM
DOWNTOWN DEVELOPMENT AUTHORITY

Application #: _____

DATE RECEIVED

FINANCING INFORMATION

Issue Size and Type	
Proposed Amount of Issue:	
Type of Issue:	
Description of Financing (Include anticipated rating, if any, and identify any proposed Lender or credit enhancer)	
Private or public offering?	

Underwriter or Financial Advisor (if applicable)		Lender (if applicable)	
Name:		Name:	
Address:		Address:	
Name and Title of Contact Person:		Name and Title of Contact Person:	
E-mail:		E-mail:	
Phone:		Phone:	

Bond Counsel		Applicant's Counsel	
Name:		Name:	
Address:		Address:	
Name and Title of Contact Person:		Name and Title of Contact Person:	
E-mail:		E-mail:	
Phone:		Phone:	

THE CITY OF Doraville
Diversity, Vitality, Community

APPLICATION FORM
DOWNTOWN DEVELOPMENT AUTHORITY

Application #: _____

DATE RECEIVED

APPLICANT'S ACKNOWLEDGEMENT

The Applicant has reviewed this Application and the charges and other requirements stated herein as well as made general inquiry as to the Authority's bond inducement and issuance process, and hereby acknowledges that it understands these matters. Further, the Applicant is providing all the information requested and listed on the Authority's Project Checklist (see the Application Checklist page). Also enclosed with this Application is the required processing fee of $5,000.00 (and cost of fiscal impact analysis, if applicable) which is payable to Downtown Development Authority of the City of Doraville, and this fee is non-refundable in any and all events. The Applicant acknowledges that this fee serves to offset the costs of the Authority in reviewing and processing this Application. The Applicant further acknowledges that it is the responsibility of the Applicant to review with Applicant's counsel and Bond Counsel all filing requirements, deadline dates, IRS information, returns and payments, filing dates, and any and all related matters pertinent to this Application and the bonds that may be issued, and that Applicant hereby undertakes such responsibility and fully releases the Authority from any and all responsibility and liability related to such information and actions.

Applicant acknowledges that it is responsible for the payment of all fees and costs associated with this application and ensuing steps, including counsel fees for the DDA's counsel and other costs reasonably incurred by the DDA in proceeding with its bond issue for the Applicant's project. Whether or not the project closes, the bonds are sold, or for any reason the transaction terminates, Applicant will pay all reasonably incurred fees, costs, and expenses of the DDA and of its counsel. After review of this Inducement Application and from time to time thereafter, the DDA may require an advance deposit by the Applicant in order to ensure that such fees and costs are paid.

The Applicant further acknowledges that the Authority serves as a conduit for financing and does not itself provide or arrange financing. The Applicant further acknowledges that it must obtain an underwriter or lender and make arrangements for the financing satisfactory to the Authority and that the Authority does not provide credit or credit support for bonds.

SUBMITTED BY:

_____
COMPANY NAME

_____ _____
AUTHORIZED COMPANY OFFICER PRINT NAME AUTHORIZED COMPANY OFFICER TITLE

_____ _____
AUTHORIZED COMPANY OFFICER SIGNATURE DATE

THE CITY OF Doraville
Diversity, Vitality, Community

APPLICATION FORM
DOWNTOWN DEVELOPMENT AUTHORITY

Application #: _____

DATE RECEIVED

COVER LETTER

INSTRUCTIONS: On a separate Word Document, provide detailed statements of the factors below.

A. Nature and description of project.
B. Project location.
C. Detailed explanation of all of the relevant primary factors and additional factors outlined within the "Considerations in Providing an Inducement" page. If a certain factor contained within the primary and additional factors list is not relevant to the project, explain why.
D. How the project affects the City of Doraville.
E. Why the Doraville Development Authority's participation is important.
F. Other information you deem pertinent to the application.

FINANCIAL INFORMATION

INSTRUCTIONS: Provide detailed statements of the factors below.

A. Three (3) years of historical financial statements (audited preferred) for applicant or its parent company (if applicant is a new entity).
B. Three (3) year pro-forma of the project's operations.
C. A statement about financing the project and your relationship and status with the Lender and/or Underwriter (if applicable).
D. Detailed Capital Budget for this Project.
E. Other financial information you deem pertinent.

THE CITY OF Doraville
Diversity, Vitality, Community

APPLICATION FORM
DOWNTOWN DEVELOPMENT AUTHORITY

Application #: _____

DATE RECEIVED

O.C.G.A. § 50-36-1(e)(2) AFFIDAVIT

INSTRUCTIONS: Complete, sign, notarize and submit with application.

By executing this affidavit under oath, as an officer as indicated below for an applicant for a financing Doraville Development Authority, the undersigned verifies one of the following with respect to the application: **(check one below)**

1. _____ I am a United States citizen.
2. _____ I am a legal permanent resident of the United States.
3. _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

   My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____

The undersigned also hereby verifies that he or she is 18 years of age or older and has provided a copy of at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

☐ Driver's License
☐ Other (describe): _____

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in (city) _____, (state) _____.

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

_____
Signature of Officer of Applicant

_____
Printed Name of Person Signing

_____
Name of Applicant Company

_____
State of Organization of Applicant Company