



DEVELOPMENT AUTHORITY MEETING MAY 17, 2022

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
5:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. STATEMENT OF PURPOSE

The Development Authority of Alpharetta is granted powers and jurisdiction through the State of Georgia General Assembly and a resolution adopted by the Alpharetta City Council on September 3, 1996. The function of this Authority is to promote the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the City of Alpharetta.

IV. CONSENT AGENDA

A. Approval of Minutes (4-19-2022)

V. OLD BUSINESS

VI. NEW BUSINESS

A. Oath of Office - Morgan Reynolds, Development Authority Member

B. City of Alpharetta Conflict Waiver

C. Intergovernmental Agreement: City of Alpharetta

D. Memorandum of Understanding: Tech Alpharetta

E. Memorandum of Understanding: Alpharetta Chamber of Commerce, DTA

VII. DISCUSSION

A. Connect Forward Grant Proposal

VIII. ADJOURNMENT



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

DEVELOPMENT AUTHORITY OF ALPHARETTA

Meeting Minutes: April 19, 2022 5:00PM
Alpharetta City Hall 2 Park Plaza

This summary is provided as a convenience and service to the public, media, and staff. It is not the intent to record proceedings verbatim. Public comments are noted as heard by the Development Authority but are not quoted or paraphrased. This document includes limited presentation by the Development Authority and invited speakers in summary form. Any reproduction of this summary must include this notice.

I. CALL TO ORDER

a. Chairman Nugent called the meeting to order at 5:00PM.

II. ROLL CALL

a. Development Authority Members

Present

1. Shawn Allen
2. Jill Bernard
3. David Chatham
4. Jack Nugent
5. John Goss
6. Mark Wingate

Absent

7. Morgan Reynolds

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
JASON BINDER
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY ADMINISTRATOR
ROBERT J. REGUS

City Staff

8. Kathi Cook, Community & Economic Development Director
9. Lance Morsell, Economic Development Manager
10. James Drinkard, Assistant City Administrator
11. Rachel Wilson, Marketing & Communications Coordinator
12. Mike Stacy, City Attorney

Other

13. Karen Cashion, Tech Alpharetta
14. Ed Howden, Attorney

III. STATEMENT OF PURPOSE

- a. The statement of purpose was read into the record.

IV. CONSENT AGENDA

- a. Approval of Minutes (Meeting of 1-25-2022).
- b. Approval of Minutes (Meeting of 3-15-2022).
 - *Jill Bernard offered a motion to approve the Consent Agenda.*
 - *The motion received a second from David Chatham.*
 - *The motion to approve the Consent Agenda passed by unanimous vote (6-0).*

V. OLD BUSINESS

- None.

VI. NEW BUSINESS

- Oaths of Office were administered by Ed Howden and taken by Development Authority members Mark Wingate, Shawn Allen, Jill Bernard, David Chatham, and John Goss.

VII. DISCUSSION AND REPORTS

- a. Karen Cashion, Tech Alpharetta CEO, presented an update on Tech Alpharetta.
 - Reference attached presentation.

- b. Lance Morsell, Economic Development Manager, presented the Connect Forward Grant Proposal.
 - Reference attached presentation.
- c. Development Authority Member, John Goss, presented on the Alpha Loop Foundation's Website & Marketing Plan as well as the Foundation's goals regarding fundraising efforts, trail expansion and downtown loop completion.

VIII. **ADJOURN**

- a. There being no further items to consider or business to be discussed, Chairman Nugent adjourned the meeting at 6:39PM.*



Tech Alpharetta 2021 Update

Tech Alpharetta
Chairman of the Board Felipe Smolka, EY
Vice Chairman Paul Nagrowski, Siemens
Treasurer Dave Albano, RestorePoint
CEO Karen Cashion
2/21/22



TECH

ALPHARETTA

Tech Alpharetta is a Tech Economic Development Engine for the
City of Alpharetta

We grow new companies & new jobs for the City

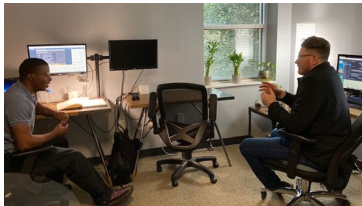
We help attract & retain tech companies in the City

We help to attract, retain & grow skilled tech workforce

We grow new companies & new jobs for the City

40-55 tech startups incubate at our Center at any given time,
creating innovative new technology: software, hardware, med device, biotech
19 have graduated from our incubator since 2015, creating

950 new tech & service industry jobs for the City &
1870 new jobs total for the state of Georgia



We help to attract & retain tech companies in the City

- By growing & supporting a thriving tech ecosystem in Alpharetta

EVENTS → 46 Events attended by 2000 tech execs in 2021

INCUBATOR → Running a vibrant startup incubator, connecting startups & enterprise

BOARD → Offering continued opps. for Board engagement & thought leadership

A thriving tech ecosystem & opps. for engagement attract more tech companies & help to retain the ones that are already here.

- By providing assistance with
Recruiting & Retention, upon request by the City



We help to attract, retain & grow Skilled Tech Workforce for the City

- By growing & supporting a thriving tech ecosystem in Alpharetta
- Through Tech Alpharetta's Women's Forum's STEAM mentoring program, now piloting at the Innovation Academy, we're helping to inspire students to pursue STEAM careers, to help grow the next generation STEAM workforce in Alpharetta



In 2021, COVID continued to present challenges. But innovation doesn't stop, and neither do we....

In 2021, we added 7 new board companies,
Ending 2021 with 34 Tech Leaders on our board

Morgan Stanley

CIOX
A DATAVANT Company

WRIGHTNOW
SOLUTIONS

MASTERY

globalpayments

 **RestorePoint.ai**

taylor | english
the purpose-built law firm®

Just added:

 **Pfizer**

 **EY**

Tech Verticals Represented

Data Center/IT/Hosting Services-3 (Edge, Flexential, Tier 4)

Big Data/data analytics-3 (LexisNexis Risk Solutions, Equifax, RestorePoint)

Communications/IOT-3 (Verizon, AT&T, KORE)

Fintech-6, including cryptocurrency (ADP, BitPay, DataSeers, Global Payments, PPS, Morgan Stanley/E*trade)

Healthcare (med device, healthcare IT)-3 (JHC, HST, CIOX)

Gaming & Lottery-4 (Hi-Rez Studios, Park Avenue Gaming, Scientific Games, Skillshot)

Logistics-2 (UPS Supply Chain Solutions, Mastery)

Infrastructure & Software-7 (Digital Scientists, HPE, Microsoft, OneSpring, Pyramid Consulting, Siemens, Verint)

Transportation-2 (LeasePlan, TireHub); Other (Tech Upskilling/Training -1 (WrightNow Solutions)

Just added: Biotech -1 (Pfizer) & Transportation-EY (EVs)

Tech Alpharetta Board of Directors as of 12/31/21

34 Tech Co. Leaders

49% Women/Persons of Color

Strong Market Representation with 19 Enterprise; 9 Midmarket; 9 Emerging

City of Alpharetta Board Members

Mayor Gilvin

Economic Dev. Manager Lance Morsell

Tech Alpharetta Chairman of the Board

Felipe Smolka, (now EY Partner, Electric Vehicles)

Tech Alpharetta Vice Chair

Paul Nagrowski, Siemens

Tech Alpharetta Treasurer

Dave Albano, RestorePoint

ADP-E

AT&T-E

Bank of America-E

BitPay-MM

CIOX Health-E

Colonial Pipeline-E

DataSeers-EM

Digital Scientists-EM

Edge Solutions-MM

Equifax-E

Flexential-E

Global Payments-E

Healthcare Staffing

Technologies-MM

Hi-Rez Studios-MM

HPE-E

Jackson Healthcare-E

KORE Wireless-MM

LeasePlan USA-E

LexisNexis Risk Solutions-E

Mastery-EM

Microsoft-E

Morgan Stanley/E*trade-E

OneSpring-EM

Park Avenue Gaming-EM

Priority Payment Systems-MM

Pyramid-MM

RestorePoint-EM

Scientific Games-E

Siemens-E

Skillshot Media-EM

Taylor English-MM

Tier 4 Advisors-EM

TireHub-MM

UPS Supply Chain Solutions-E

Verint-E

Verizon Wireless-E

WrightNow Solutions-EM

Community Partner Board Members

Alpharetta Chamber of Commerce

ATDC

GNFCC

Gwinnett Tech

MACOC

TAG

- ✓ + More Sponsors: Added 8 new Sponsor companies in 2021
- ✓ + More Events: From 22 events in 2019 ➡ 40 events in 2020 ➡ 46 events in 2021, serving 2000 area tech execs
- ✓ + Golf Tournament: Our first Golf Classic sold out in 2021 (& was then rained out). Second Annual Golf Classic takes place 9/19/22.
- ✓ 19 Startup Grads since 2015: 2 Startup Graduates in 2022-Voxie & Luis Robots
- ✓ 4 startup grads actively hiring: DataSeers, SolMicroGrid, Finosec, Veryable
- ✓ Startup Funding: \$32 million Series A funding round just closed by our program member Voxie
- ✓ > \$184 million in investor funding received by our startups since 2015

Tech Alpharetta 2021 Financial Update

- ✓ Exceeded 2021 revenue projections
- ✓ Beat 2021 expense projections
- ✓ Net Profit
- ✓ Record level of Sponsorship Revenue in 2021, 172% of projections

2021 Financial Projections/Actual

Details	Actual 2017	Actual 2018	Actual 2019	Actual 12/31/20	Projections for Calendar Year 2021	Actual 12/31/21
Cash Revenue (Operations, sponsorships events, other)	\$177,733	\$229,972 * *(does not incl. 2018 AgTech Conference)	\$292,774	\$306,924	\$250,000	\$319,806
Support: City of Alpharetta	\$122,083	\$125,000	\$114,583	\$105,833	\$95,000 7/20 -6/21 (City fiscal year)	\$95,000
=Total Combined Revenue	\$299,816	\$354,972	\$407,357	\$412,758	\$350,000	\$415,806
Expense	\$299,049	\$327,277	\$346,629	\$326,189	\$350,000	\$324,131
EBIT			\$60,728	\$86,569	\$0	\$90,675
In-kind sponsorships		\$222,000 in -kind services	\$242,000 in -kind services (incl. new website)	\$234,000 in-kind services	\$222,000 in -kind services	\$275,000 in-kind services (PR, video, webmaster)

Incubator Metrics



COVID Cancellation

Goal Met



Goal Exceeded



2021 Goal	Actual		2021 Goal	Actual
Retain our startup members	48 in 2/20; 40 as of 12/31/21		Host 66 ATDC and One Mil Cups (now called Entrepreneurial Hour) Mtgs, some virtual, some hybrid	83
Graduate 2 startups per year	2		Place 2 FSC HS Interns	35 placed with our startups and mentors
Work in collaboration with City of Alpharetta Ec. Dev	Yes —Ongoing, excellent collaboration with Ec Dev on meetings, intros, presentations		Host 30 free CPA & law firm office hours	45 law firm hours on site; plus virtual CPA firm hours in 2021
Min. 10 Lunch & Learns	Cancelled due to COVID but replaced by 141 mostly virtual workshops, programs, meetups.		Host 2 monthly tech meetups	AWS met monthly & Entrepreneurial Hour met weekly in 2021
6 VC firm visits	Cancelled due to COVID (but held 1 virtual, investor-led program).		Host City Reps for lunch with startups	Hosted Development Authority in Sept. 2021, when COVID numbers were briefly down
\$2 mil more in startup funding	\$29.2 mil invested in our members & grads in 2021 & > \$182 mil to date		12 Center startups mentored	26 mentored; 72 total mentoring sessions held

Branding & PR Metrics



Below Goal



Goal Met



Goal Exceeded

TREVELINO+KELLER



2021 Goal	2021 Actual		2021 Goal	2021 Actual	
225 Social Media Posts	713		6 press releases	6	
20 Million Impressions	18,773,343 million Media Impressions		Con't in-kind PR services	Yes	
250 news articles quoting/mentioning Tech Alpharetta	522, incl. 2 published Tech Alpharetta articles authored by Karen		Host 15 tech events, serving 700 tech execs	46, serving 2000	
12 original blogs	46		Continue to grow/renew organizational Partnerships	30+ in 2021	
6 New Podcast Episodes, Driving Innovation	8 episodes in 2021		90 weekly e newsletters to > 2500 area tech execs	104	
Featured in one 3 rd party podcast	Karen: 1 (Emory's Center for Innovation Podcast)				
5 Exec. Spotlight Videos	6		6 metro speaking engagements	6	

We have more than 2 dozen senior & C-level area tech exec Board members

Board Metrics

● COVID Cancellation
 ● Goal Met
 ● Goal Exceeded



Board companies' 2021 level of financial participation:

\$168,000 2021 (10x 2018)

\$121,000 2020

\$76,500 2019

(\$17,500 in 2018)



2021 Goal	2021 Actual		2021 Goal	2021 Actual	
10 Board Meetings	10		100% of new Board companies to sponsor	Yes (other than startups, which are exempt)	
7 Board Committees, 30 Committee Mtgs	6, 25; 4 th Q committee meetings intentionally placed on hold while board strategized committee realignments		50% of all Board companies to sponsor in 2019, 75% in 2020 and thereafter	Yes. 2021 92% (84% cash) 2020 87% (77% cash) 2019 70% (60% cash) 2018 22%	
Grow Board to 30 tech companies (compared to 18 at end 2018, 10 end of 2017), plus add 3 CIOs from enterprise, non-tech companies.	34 tech co members as of 12/31/21 and 3 approved, nontech company execs.				
Recruit 75% of Alpharetta's largest employers to the Board	4 of Alpharetta's 5 largest employers serve on our Board (80%).				

Sponsors in 2017 = 0

Sponsors as of 12/31/21 = 46

TECH
ALPHARETTA

PREMIER ORGANIZATIONAL SPONSORS

ALPHARETTA GEORGIA, ALPHARETTA, TREVELINO KELLER, vLink SOLUTIONS The Video Marketing Authority

PLATINUM SPONSORS

AT&T, BANK OF AMERICA, FLEXENTIAL, Morgan Stanley, taylor | english the purpose-built law firm®

PREMIER SUSTAINING SPONSORS

Inteligencia, RestorePoint.ai, ups, VERINT

EVENT SPONSORS

GOLD

ADP Always Designing for People, ciox, Colonial Pipeline Company, EQUIFAX, EY Building a better working world, globalpayments, Rectangular Ship, Hewlett Packard Enterprise, JACKSON LABORATORY, KORE, LocusPro, LexisNexis RISK SOLUTIONS, NICE SYSTEMS, Park Avenue Gaming, pyramid, Rali, Pfizer, SEERAPH

SILVER

bitpay, HUREZ, ONESPRING, Microsoft, SCIENTIFIC GAMES, STELLAR, TireHub

BRONZE

vidREACH.io, verizon

INNOVATION CENTER SPONSORS

BOARD ROOM SPONSOR

PRIORITY

PITCH ROOM SPONSOR

Quintus

SIGN STREAM SPONSOR

SignStream

THINK TANK SPONSORS

WinLEONARD

STARTUP LOUNGE SPONSOR

ALPHARETTA

CENTER SUSTAINING SPONSORS

CAGLE CONSULTING PARTNERS, InfoSmart Technologies Inc. SOFTWARE SOLUTIONS PROVIDER, FULCRUM, EZ Innovation We Build Your Vision, ZKTeco



**We're grateful for the Development Authority's
partnership and support!**

Tech Alpharetta
Chairman of the Board Felipe Smolka, EY
Vice Chairman Paul Nagrowski, Siemens
Treasurer Dave Albano, RestorePoint
CEO Karen Cashion

CONNECT FORWARD GRANT





PROJECT DESCRIPTION

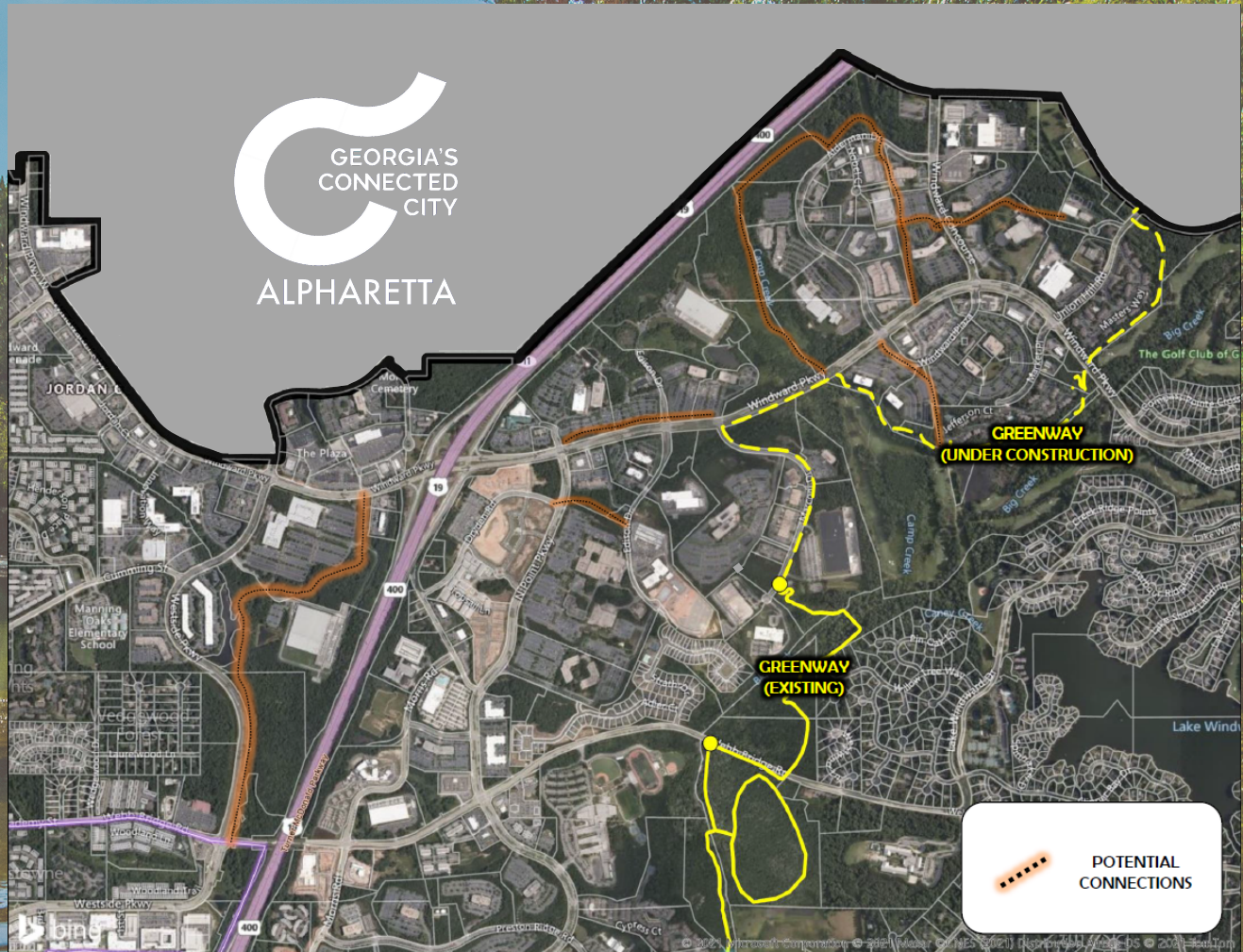
The City of Alpharetta's Connect Forward Grant encourages growth and development by assisting property owners and businesses with improvements, renovations, and/or additions to the exterior of their commercial property whereby public trail connections are added.

Eligible areas would include the Windward Tech District, Brookside Office Park and the North Point Eco District.

Within these eligible areas our goals would be to create trails, a minimum of six-feet in width, that would connect to public roadways as well as to other trails and parks within existing private and commercial properties. These trails would ultimately connect with additional outdoor green spaces created to serve both our businesses' employees as well as the general public. To support the utilization of these trails and green spaces art installations and branded signage would be created to assist in way-finding and to enhance the natural beauty of the landscape.

TRAIL OPPORTUNITIES

WINDWARD TECH DISTRICT



A multitude of potential trail connections to the Big Creek Greenway exist within the Windward Tech District along Windward Parkway.

TRAIL OPPORTUNITIES

WINDWARD TECH DISTRICT



A grant award of \$25,000 would jumpstart our green space and trail creation initiatives and greatly rejuvenate these well-established districts of Alpharetta in need of amenitization.

BROOKSIDE OFFICE PARK

CONCEPTS & THEMES

CONCEPTS & THEMES

JOINING CURRENT REALITIES WITH FUTURE POSSIBILITIES

The map illustrates several key areas and features:

- Brookside Park**
- Enhanced Gateway Feature**
- Corporate Conglomerate**
- Potential Shared Parking**
- Enrich Headquarters**
- Collegiate District/GSU Campus Expansion**
- Georgia State University**
- Green Envelope Linear Park System**
- Brookside Trailhead**
- Gaming Innovation & Production District - Possible E-Sports Tourism**
- Hi Rez Studios**
- The Mansions at Alpharetta Assisted Living**
- North Point Church**

Legend:

- Bike Greenway
- Bike Lane
- Unimproved Trail Corridor
- Closed Space Network
- Pedestrian Lane
- Shared-use Path
- Shared-use Path
- Pedestrian Network
- Regional College Station
- Intermodal
- High-Speed Rail Station
- Airport Station
- Neighborhood Center Bus
- Rail Station
- Existing Building
- Proposed Building

Trail Lengths:

- Inner Loop Trail Length: 0.4 Miles
- Outer Loop Trail Length: 1.08 Miles

Map Labels:

- Old Milton Parkway
- Sheldale Pkwy
- Alexander Drive

Scale: 0.1 Miles

GREEN SPACE OPPORTUNITIES

WINDWARD TECH DISTRICT



A centrally located area such as this among office, retail, and residential along the Big Creek Greenway provides great potential for outdoor workspaces, shared community green, etc.

TRAIL OPPORTUNITIES

NORTH POINT ECO DISTRICT

The ongoing expansion efforts and momentum that the Alpha Loop Trail is experiencing positions the North Point Eco District as an ideal area for trail connection opportunities and improvements to existing private and commercial properties.



OPPORTUNITIES FOR CREATIVE SIGNAGE



High visibility from Windward Parkway creates the opportunity to implement creative placemaking strategies including creative way-finding signage and landscape enhancing art installations.



OPPORTUNITIES FOR CREATIVE SIGNAGE

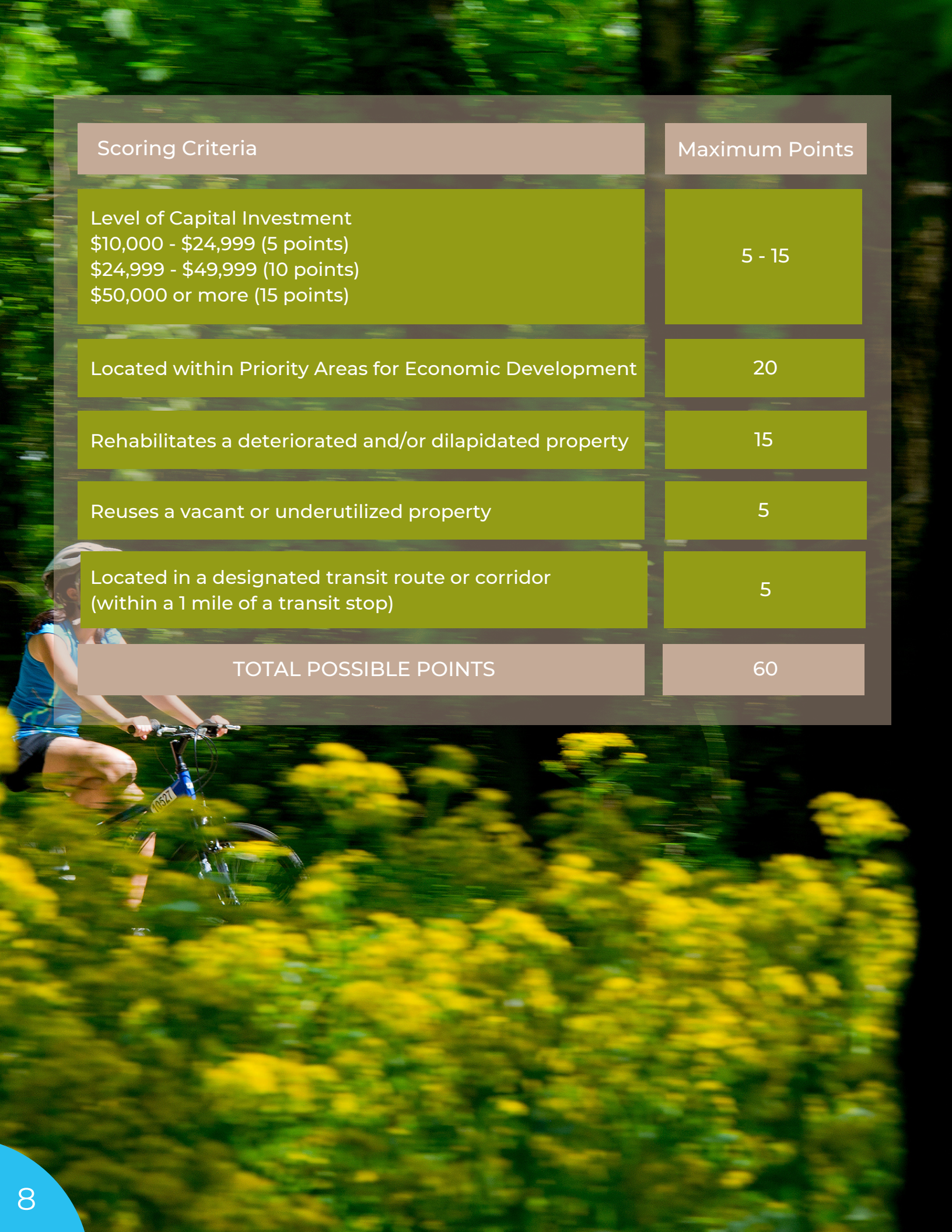
CONTINUED



Thousands of people will pass by this point each year on the greenway and tens of thousands more will pass by in cars presenting a great opportunity for signage and engaging branding.

Examples of existing creative branding and wayfinding signage used on the Alpha Loop Trail.





Scoring Criteria	Maximum Points
Level of Capital Investment \$10,000 - \$24,999 (5 points) \$24,999 - \$49,999 (10 points) \$50,000 or more (15 points)	5 - 15
Located within Priority Areas for Economic Development	20
Rehabilitates a deteriorated and/or dilapidated property	15
Reuses a vacant or underutilized property	5
Located in a designated transit route or corridor (within a 1 mile of a transit stop)	5
TOTAL POSSIBLE POINTS	60



STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By: Lance Morsell

Sponsored By:

Meeting Date: May 17, 2022

I. AGENDA ITEM TITLE: City of Alpharetta Conflict Waiver

II. RECOMMENDATION:

III. REPORT IN BRIEF:

Jarrard & Davis is representing both the City and the Development Authority in connection with the proposed funding arrangement for Tech Alpharetta. As such, conflict waivers are recommended for approval to ensure the legal viability of the agreement.

IV. ALTERNATIVES:

V. ATTACHMENTS:

City of Alpharetta - Development Authority - Conflict Waiver (Dev. Auth.) - DRAFT

**CONFLICT WAIVER REGARDING JARRARD & DAVIS, LLP JOINT
REPRESENTATION OF THE CITY OF ALPHARETTA AND THE
DEVELOPMENT AUTHORITY OF ALPHARETTA RELATED TO A FUNDING
ARRANGEMENT FOR TECH ALPHARETTA**

WHEREAS, Jarrard & Davis, LLP is the City Attorney for the City of Alpharetta, Georgia (“**City**”);

WHEREAS, Jarrard & Davis, LLP is the general counsel for the Development Authority of Alpharetta (“**Development Authority**”);

WHEREAS, the City Council and the Development Authority Board of Directors are presently considering a funding arrangement for Tech Alpharetta, Inc., a Georgia nonprofit corporation (“**Tech Alpharetta**”);

WHEREAS, Jarrard & Davis, LLP proposes to represent the City and the Development Authority with respect to the Tech Alpharetta funding arrangement;

WHEREAS, Jarrard & Davis, LLP seeks the informed consent of the Development Authority to undertake joint representation of the City and the Development Authority for the following reasons:

- The interests of the City and the Development Authority are aligned;
- There is a low probability that an actual conflict will arise; and
- If an actual conflict occurred where independent and zealous representation could not be provided, withdrawal would occur.

NOW THEREFORE, in light of the above, the Development Authority does hereby approve the joint representation of the City and the Development Authority and correspondingly waives any apparent or potential conflict of interest arising from or

attributable to the representation of the City and the Development Authority by the law firm of Jarrard & Davis, LLP in the funding arrangement for Tech Alpharetta.

This _____ day of May 2022.

**DEVELOPMENT AUTHORITY OF ALPHARETTA,
GEORGIA**

BY: _____
Jack Nugent, Chairman



STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By: Lance Morsell

Sponsored By:

Meeting Date: May 17, 2022

I. AGENDA ITEM TITLE: INTERGOVERNMENTAL AGREEMENT: CITY OF ALPHARETTA

II. RECOMMENDATION:

Approve, as presented, an Intergovernmental Agreement between the Development Authority of Alpharetta and the City of Alpharetta, Georgia providing for funds from the City in an amount not to exceed \$95,000 to partially support professional management services of Tech Alpharetta; establishing an effective date of July 01, 2021; and for other purposes; and authorize the Chair to execute all necessary documents.

III. REPORT IN BRIEF:

Please reference the attached Intergovernmental Agreement.

IV. ALTERNATIVES:

V. ATTACHMENTS:

2022.05.10 City of Alpharetta - Dev. Authority - IGA Funding for Tech Alpharetta - DRAFT

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “*Agreement*”) is effective as of July 1, 2022, by and between the City of Alpharetta, Georgia, a municipal corporation of the State of Georgia (the “*City*”), and the Development Authority of Alpharetta, Georgia, a public body corporate and politic of the State of Georgia (the “*Authority*”).

WITNESSETH:

WHEREAS, the City has legal authority to provide funding to the Authority to facilitate projects or programs within the authorized purposes of the Authority; and

WHEREAS, one of the authorized purposes of the Authority is to promote economic development opportunities in and for the City; and

WHEREAS, Tech Alpharetta, Inc. (“*Tech Alpharetta*”) is an Alpharetta-based, Georgia nonprofit 501(c)(6) business association that promotes the growth and development of technology companies within the City; and

WHEREAS, the City helped facilitate the creation of Tech Alpharetta and has provided logistical support for Tech Alpharetta; and

WHEREAS, both the City and the Authority deem it beneficial and appropriate to further assist Tech Alpharetta by providing funding, for a period not to exceed one (1) year, for the partial compensation of an independent contractor to perform comprehensive management services and provide a qualified professional executive to serve as Chief Executive Officer (“*CEO*”) for Tech Alpharetta; and

WHEREAS, the Authority and the City wish to enter into this Agreement to outline the terms of such funding arrangement.

NOW, THEREFORE, in consideration of the premises and undertakings as herein set forth, it is agreed by and between the City and the Authority as follows:

1. The City shall provide funding to the Authority in an amount not to exceed NINETY-FIVE THOUSAND DOLLARS (\$95,000.00) to partially support one (1) year of comprehensive professional management services for Tech Alpharetta. The City shall provide such funds to the Authority within a reasonable time after the effective date of this Agreement. The Authority shall enter into a memorandum of understanding with Tech Alpharetta (the “*MOU*”) providing for the Authority’s funding of a portion of the compensation of an independent contractor to perform comprehensive management services for Tech Alpharetta, which services shall include independent contractor’s provision of a CEO for Tech Alpharetta. The MOU shall further provide that the Authority’s funding of such management services and CEO shall not exceed NINETY-FIVE THOUSAND DOLLARS (\$95,000.00) during a period not to exceed one (1) year. The MOU shall be subject to the approval of the Authority and its attorney. The Authority agrees to administer the funds in accordance with the terms of this Agreement, and the

funds provided to the Authority by the City shall be used by the Authority solely for the purposes stated herein.

2. The term of this Agreement shall be one (1) year. Upon termination, any unspent or uncommitted funds shall be returned to the City.

3. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, or otherwise be deemed to create rights in any third party, including any agent, contractor, subcontractor, consultant, or subconsultant of Tech Alpharetta. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

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

5. This Agreement is being entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be executed, sealed, and delivered, all as of the day and year first written above.

CITY OF ALPHARETTA, GEORGIA

By: _____ (SEAL)
Jim Gilvin, Mayor

APPROVED AS TO
SUBSTANCE:

Robert J. Regus, City Administrator

APPROVED AS TO FORM:

JARRARD & DAVIS, LLP

Molly N. Esswein, City Attorney

**DEVELOPMENT AUTHORITY OF ALPHARETTA,
GEORGIA**

By: _____ (SEAL)
Jack Nugent, Chairman



STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By: Lance Morsell

Sponsored By:

Meeting Date: May 17, 2022

I. AGENDA ITEM TITLE: MEMORANDUM OF UNDERSTANDING: TECH ALPHARETTA

II. RECOMMENDATION:

Approve, as presented, a Memorandum of Understanding between the Development Authority of Alpharetta and Tech Alpharetta, Inc. providing for funding in an amount not to exceed \$95,000 for one year of professional management services for Tech Alpharetta, to define terms and conditions, and to establish an effective date; and authorize the Chair to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

Please reference the attached Memorandum of Understanding.

V. ALTERNATIVES:

VI. ATTACHMENTS:

2022.05.10 Alpharetta Development Authority - MOU with Tech Alpharetta - DRAFT

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is effective as of July 1, 2022, by and between Tech Alpharetta, Inc., a Georgia nonprofit corporation (“**Tech Alpharetta**”), and the Development Authority of Alpharetta, Georgia, a public body corporate and politic of the State of Georgia (the “**Authority**”).

WITNESSETH:

WHEREAS, the Authority has legal authority to provide funding to facilitate projects or programs within the authorized purposes of the Authority; and

WHEREAS, one of the authorized purposes of the Authority is to promote economic development opportunities in and for the City of Alpharetta, Georgia (the “**City**”); and

WHEREAS, Tech Alpharetta is an Alpharetta-based, Georgia nonprofit 501(c)(6) business association that promotes the growth and development of technology companies within the City; and

WHEREAS, the Authority deems it beneficial and appropriate to assist Tech Alpharetta by providing funding, for a period not to exceed one (1) year, for the partial compensation of an independent contractor to perform comprehensive management services and provide a qualified professional executive to serve as Chief Executive Officer (“**CEO**”) for Tech Alpharetta; and

WHEREAS, the Authority and Tech Alpharetta wish to enter into this MOU to outline the terms of such funding arrangement.

NOW, THEREFORE, in consideration of the premises and undertakings as herein set forth, it is agreed by and between Tech Alpharetta and the Authority as follows:

1. The Authority shall make funding available to Tech Alpharetta in an amount not to exceed NINETY-FIVE THOUSAND DOLLARS (\$95,000.00) for a one-year period; such funding will be paid by the Authority to Tech Alpharetta in twelve (12) equal monthly installments (the “**Authority Funds**”). The Authority Funds shall be utilized by Tech Alpharetta to fund part of the compensation of an independent contractor to perform comprehensive management services for Tech Alpharetta for a one-year term. As part of such management services, independent contractor shall provide the services of Karen R. Cashion to serve as CEO for Tech Alpharetta and perform the day-to-day tasks and responsibilities necessary for the delivery of comprehensive management services. The CEO shall be responsible for the daily operations of Tech Alpharetta and the continued development of its mission. The CEO shall be independent contractor’s primary representative and point of contact for such management services. Tech Alpharetta agrees to administer the Authority Funds in accordance with the terms of this MOU, and the Authority Funds shall be used by Tech Alpharetta solely for the purposes stated herein.

2. The term of this MOU shall be one (1) year. Upon termination, any unspent or uncommitted funds shall be returned to the Authority.

3. Nothing contained in this MOU is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, or otherwise be deemed to create rights in any third party, including any agent, contractor, subcontractor, consultant, or subconsultant of Tech Alpharetta. Absolutely no third party beneficiaries are intended by this MOU. Any third party receiving a benefit from this MOU is an incidental and unintended beneficiary only.

4. This MOU may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

5. This MOU is being entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this MOU to be executed, sealed, and delivered, all as of the day and year first written above.

TECH ALPHARETTA, INC.

By: _____

Name: _____

Title: _____

(SEAL)

**DEVELOPMENT AUTHORITY OF ALPHARETTA,
GEORGIA**

By: _____ (SEAL)
Jack Nugent, Chairman

APPROVED AS TO FORM:

JARRARD & DAVIS, LLP

Ken E. Jarrard, Authority Attorney



STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By: Lance Morsell

Sponsored By:

Meeting Date: May 17, 2022

I. AGENDA ITEM TITLE: MEMORANDUM OF UNDERSTANDING: ALPHARETTA CHAMBER OF COMMERCE, DTA

II. RECOMMENDATION:

Approve, as presented, a Memorandum of Understanding between the Development Authority of Alpharetta and the Alpharetta Chamber of Commerce providing for funding in an amount not to exceed \$60,000 for one year of professional management services for the Alpharetta Chamber of Commerce to define terms and conditions, and to establish an effective date; and authorize the Chair to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: \$60,000. UPON APPROVAL OF THIS FUNDING, THE NON-ALLOCATED/RESERVE ACCOUNT WILL TOTAL APPROXIMATELY \$64,000.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Alpharetta Chamber of Commerce MOU (99575100-544100-C2210)	\$60,000
Development Authority Non-Allocated/Reserve (99575100-579000)	-\$60,000

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

Please reference the attached Memorandum of Understanding.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Alpharetta Development Authority - MOU with Alpharetta Chamber

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is effective as of May _____, 2022, by and between the Alpharetta Chamber of Commerce, Inc., a Georgia nonprofit corporation (the “**Alpharetta Chamber**”), and the Development Authority of Alpharetta, Georgia, a public body corporate and politic of the State of Georgia (the “**Authority**”).

WITNESSETH:

WHEREAS, the Authority has legal authority to provide funding to facilitate projects or programs within the authorized purposes of the Authority; and

WHEREAS, one of the authorized purposes of the Authority is to promote economic development opportunities in and for the City of Alpharetta, Georgia (the “**City**”); and

WHEREAS, the Alpharetta Chamber is an Alpharetta-based, Georgia nonprofit 501(c)(6) business association that promotes growth and development of companies and businesses within the City; and

WHEREAS, the Authority deems it beneficial and appropriate to enter into this MOU with the Alpharetta Chamber for the purposes set forth herein.

NOW, THEREFORE, in consideration of the premises and undertakings as herein set forth, it is agreed by and between the Alpharetta Chamber and the Authority as follows:

1. **Funding.** The Authority shall make funding available to the Alpharetta Chamber in an amount not to exceed SIXTY THOUSAND DOLLARS (\$60,000.00) for a one-year period; such funding will be payable by the Authority to the Alpharetta Chamber in three (3) equal installments of TWENTY THOUSAND DOLLARS (\$20,000.00) each (the “**Authority Funds**”). The Authority Funds shall be utilized by the Alpharetta Chamber to provide the services, activities, and deliverables set forth herein. The first installment of Authority Funds shall be payable upon the execution of this MOU. The second installment shall be payable three (3) months after the effective date of this MOU. The third and final installment shall be payable six (6) months after the effective date of this MOU.

2. **Core Purposes.** The Alpharetta Chamber will use the Authority Funds to support its mission to drive economic development activity through the creation, management, promotion, and execution of events and experiences that attract visitors and residents while strengthening the retention and recruitment of business in the City’s downtown area. The Alpharetta Chamber is positioned to be the organization that leads downtown businesses forward. A thriving downtown requires unity in purpose and mission, implementation of a competitive marketing strategy, and a consistent event and program calendar, all of which the Alpharetta Chamber will work to promote.

3. Expanded Activities and Strategies. The Alpharetta Chamber will develop and execute the following activities and strategies:

- a) Provide access to resources for retailers and other small businesses in the overlay area (e.g., coaching, market research, financial services, business planning, legal, and staffing);
- b) Develop and manage an annual event calendar that focuses on retail and restaurant collaboration;
- c) Create one or two signature events annually for retail and restaurant;
- d) Promote “Buy local” campaigns, create annual awards, incentivize merchants and investors;
- e) Pursue ongoing development of “Quality of Place” and “Quality of Life” recreation, arts, and culture;
- f) Explore additional economic development opportunities; and
- g) Actively engage in long range master planning and collaboration regarding technology initiatives.

4. Implementation. In performing the services and activities under this MOU, the Alpharetta Chamber will:

- a) Convene relevant stakeholder communities (public and private) to generate ideas, create buy-in and commitment, ensure cooperation, and promote communication;
- b) Dedicate and assign Alpharetta Chamber staff to:
 - i. Promote, manage, administer, and coordinate the activities required herein;
 - ii. Research, assess, and evaluate methods and strategies for promoting economic development, including identifying “best practices” in other communities; and
 - iii. Identify and secure local, regional, and national events, organizations, and entertainers, etc.;
- c) Collect data for ongoing “cost/benefit” assessments; and
- d) Coordinate economic development activities with all relevant City departments.

5. Governance. The Alpharetta Chamber will convene a governance and oversight committee (separate and distinct from its Board of Directors) comprised of relevant public and private stakeholders to:

- a) Provide strategic direction and guidance;
- b) Offer subject matter expertise and skills; and
- c) Monitor and communicate progress and achievement of stated objectives.

6. Funding/Sustainability. The Alpharetta Chamber will use the Authority Funds to establish capacity for developing and executing programs and strategies, as described herein. It will also research, assess, and begin to pursue alternative funding sources for the future to sustain this effort – either as a specific program initiative of the Alpharetta Chamber or through the creation of a new, stand-alone organization. The eventual scope of work and mission that stakeholders desire will help inform the appropriate structure. Potential public and private funding approaches that will be evaluated include:

- a) Solidify critical funding partnerships;
- b) Membership and sponsorship funding from businesses within the overlay district;
- c) Annual contracts with the City;
- d) Grant funding; and
- e) Multi-year pledges from public and private stakeholders to fund a specific set of multi-year strategies.

The Alpharetta Chamber's goal to be self-sufficient within three years will rely heavily on the success of membership recruitment and secured annual member dues paid by businesses in the Alpharetta Downtown District. Additional funding sources may be realized and contribute heavily to the overall success of the initiative. The Alpharetta Chamber will seek annual membership support from the City at the Visionary Level (\$10,000.00). Such support would demonstrate the continued strategic partnership and the City's commitment to the work of the Alpharetta Chamber.

7. Additional Deliverables. The Alpharetta Chamber will perform the following additional services for the benefit of the Authority and to promote economic development within the City:

- a) Continue to engage the *Downtown Alpharetta District Advisory Board* in a strategic manner;
- b) Continue to work on an overlay map that provides distinct sections of the downtown district;
- c) Further build the brand and digital marketing infrastructure beyond the Downtown Alpharetta District website;

- d) Execute events and plan signature events that are specific to the Downtown Alpharetta District;
- e) Increase engagement of proximate residents; and
- f) Provide access to business services and education using the Alpharetta Chamber's extensive resource network.

8. Term. The term of this MOU shall be one (1) year. Upon termination, any unspent or uncommitted funds shall be returned to the Authority.

9. No Third Party Beneficiaries. Nothing contained in this MOU is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, or otherwise be deemed to create rights in any third party, including any agent, contractor, subcontractor, consultant, or subconsultant of the Alpharetta Chamber. Absolutely no third party beneficiaries are intended by this MOU. Any third party receiving a benefit from this MOU is an incidental and unintended beneficiary only.

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

11. Applicable Law. This MOU is being entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this MOU to be executed, sealed, and delivered, all as of the day and year first written above.

ALPHARETTA CHAMBER OF COMMERCE, INC.

By: _____
Deborah Lanham, President and CEO

(SEAL)

**DEVELOPMENT AUTHORITY OF ALPHARETTA,
GEORGIA**

By: _____ (SEAL)
Jack Nugent, Chairman

APPROVED AS TO FORM:

JARRARD & DAVIS, LLP

Ken E. Jarrard, Authority Attorney

CONNECT FORWARD GRANT





PROJECT DESCRIPTION

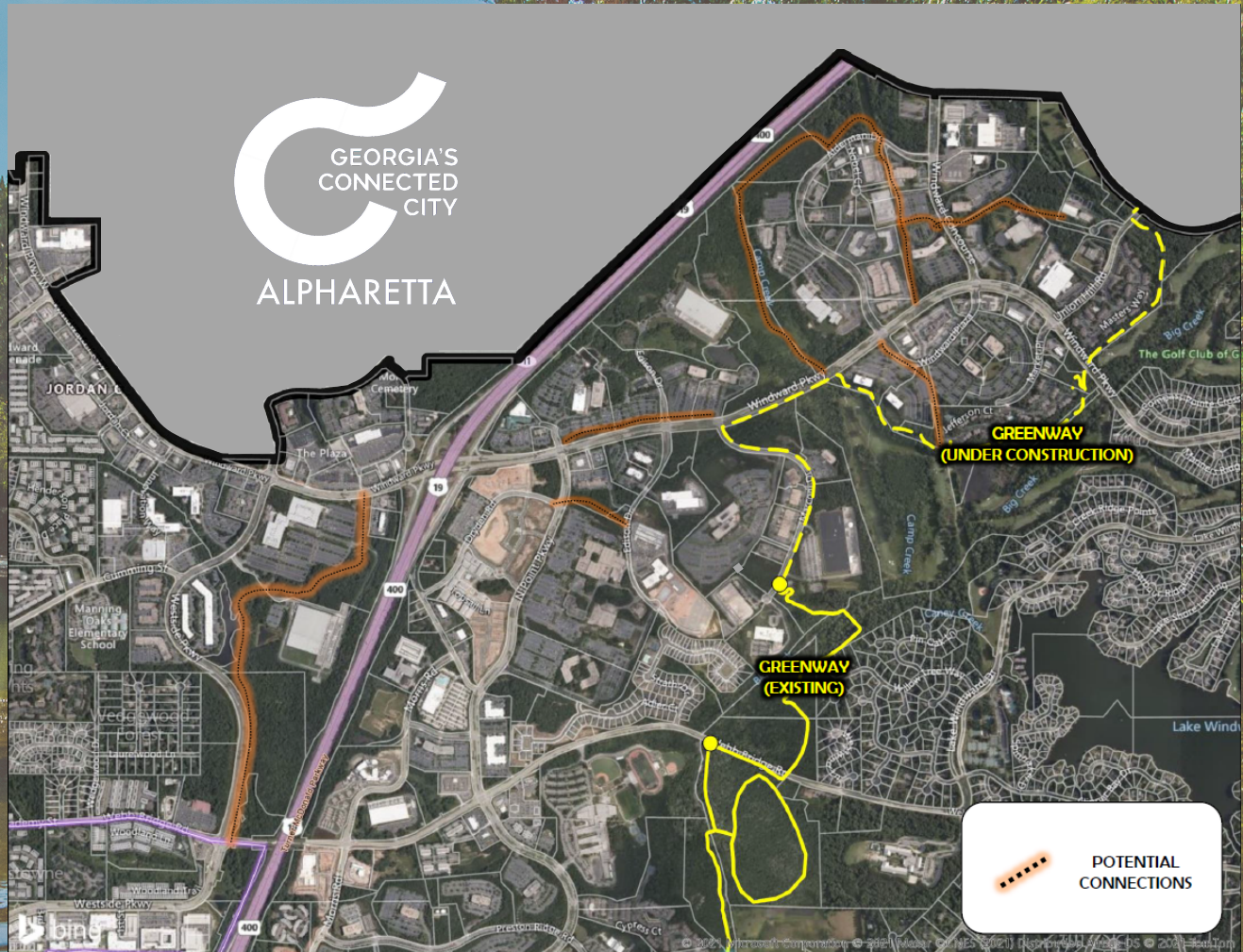
The City of Alpharetta's Connect Forward Grant encourages growth and development by assisting property owners and businesses with improvements, renovations, and/or additions to the exterior of their commercial property whereby public trail connections are added.

Eligible areas would include the Windward Tech District, Brookside Office Park and the North Point Eco District.

Within these eligible areas our goals would be to create trails, a minimum of six-feet in width, that would connect to public roadways as well as to other trails and parks within existing private and commercial properties. These trails would ultimately connect with additional outdoor green spaces created to serve both our businesses' employees as well as the general public. To support the utilization of these trails and green spaces art installations and branded signage would be created to assist in way-finding and to enhance the natural beauty of the landscape.

TRAIL OPPORTUNITIES

WINDWARD TECH DISTRICT



A multitude of potential trail connections to the Big Creek Greenway exist within the Windward Tech District along Windward Parkway.

TRAIL OPPORTUNITIES

WINDWARD TECH DISTRICT



A grant award of \$25,000 would jumpstart our green space and trail creation initiatives and greatly rejuvenate these well-established districts of Alpharetta in need of amenitization.

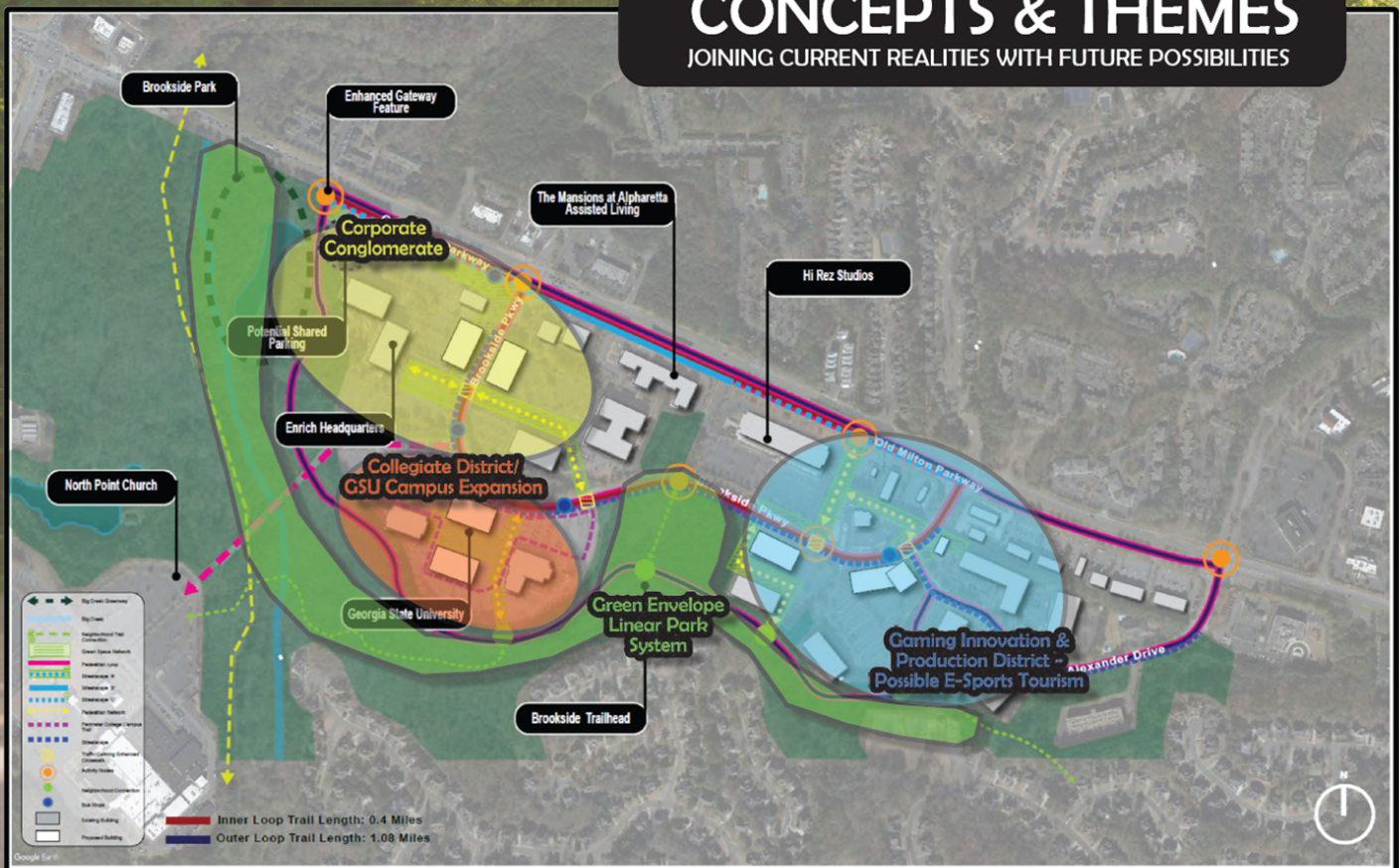
GREEN SPACE OPPORTUNITIES

BROOKSIDE OFFICE PARK

There is ample opportunity within Brookside to add much needed outdoor green spaces equipped with amenities to encourage congregation and recreation alike.

CONCEPTS & THEMES

JOINING CURRENT REALITIES WITH FUTURE POSSIBILITIES



GREEN SPACE OPPORTUNITIES

WINDWARD TECH DISTRICT



A centrally located area such as this among office, retail, and residential along the Big Creek Greenway provides great potential for outdoor workspaces, shared community green, etc.

TRAIL OPPORTUNITIES

NORTH POINT ECO DISTRICT

The ongoing expansion efforts and momentum that the Alpha Loop Trail is experiencing positions the North Point Eco District as an ideal area for trail connection opportunities and improvements to existing private and commercial properties.



OPPORTUNITIES FOR CREATIVE SIGNAGE



High visibility from Windward Parkway creates the opportunity to implement creative placemaking strategies including creative way-finding signage and landscape enhancing art installations.



OPPORTUNITIES FOR CREATIVE SIGNAGE

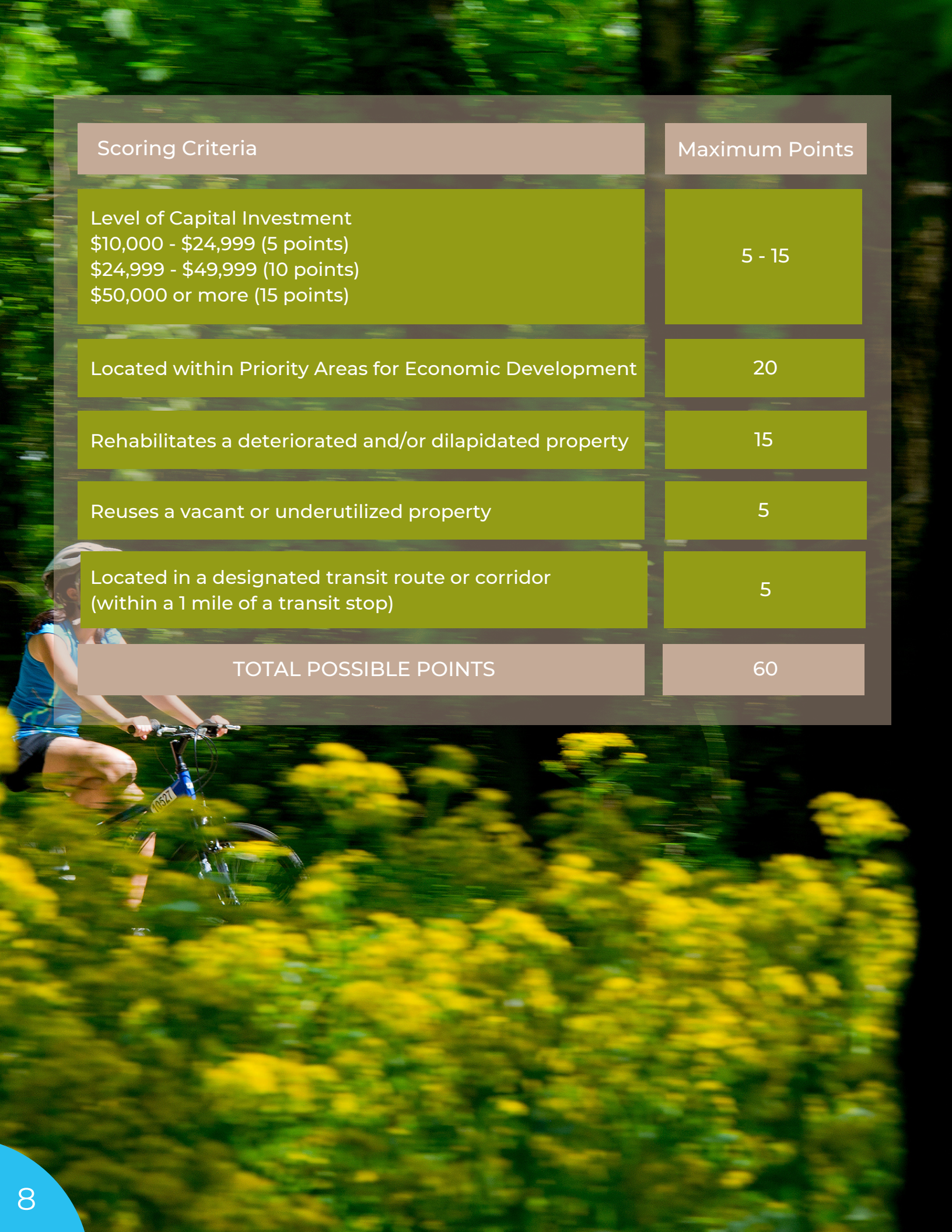
CONTINUED



Thousands of people will pass by this point each year on the greenway and tens of thousands more will pass by in cars presenting a great opportunity for signage and engaging branding.

Examples of existing creative branding and wayfinding signage used on the Alpha Loop Trail.





Scoring Criteria	Maximum Points
Level of Capital Investment \$10,000 - \$24,999 (5 points) \$24,999 - \$49,999 (10 points) \$50,000 or more (15 points)	5 - 15
Located within Priority Areas for Economic Development	20
Rehabilitates a deteriorated and/or dilapidated property	15
Reuses a vacant or underutilized property	5
Located in a designated transit route or corridor (within a 1 mile of a transit stop)	5
TOTAL POSSIBLE POINTS	60