



DEVELOPMENT AUTHORITY MEETING JANUARY 17, 2023

ALPHARETTA CITY HALL
THIRD FLOOR EXECUTIVE CONFERENCE ROOM #318
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. SWEARING IN

A. Swearing In of Development Authority Members

V. CONSENT AGENDA

A. Approval of November 15, 2022 Development Authority Meeting Minutes

VI. OLD BUSINESS

A. Alpha Loop Foundation Memorandum of Understanding

B. Windward Technical Assistance Panel Funding

VII. NEW BUSINESS

A. Election of Chair, Vice-Chair, and Secretary

VIII. PARTNER UPDATES

A. Karen Cashion, CEO and President of Tech Alpharetta

B. Deborah Lanham, CEO and President of the Alpharetta Chamber of Commerce

C. Lance Morsell, City of Alpharetta Economic Development Manager

IX. DISCUSSION

X. ADJOURNMENT



DEVELOPMENT AUTHORITY MEETING

UNAPPROVED MEETING MINUTES

November 15, 2022

ALPHARETTA CITY HALL
EXECUTIVE CONFERENCE ROOM #318
2 PARK PLAZA
5:00 PM

This summary is provided as a convenience and service to the public, media, and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This document includes limited presentation by Development Authority and invited speakers in summary form. The public is advised that the tapes recorded at said meeting are a matter of public record and are available upon request.

I. CALL TO ORDER

- ❖ Chairman Jack Nugent called the meeting to order at 5:02 p.m.

II. ROLL CALL

- **Board Members Present:**
 - ❖ Jack Nugent (Chair)
 - ❖ Morgan Smith
 - ❖ Jill Bernard
 - ❖ John Goss
- **Board Members Absent:**
 - ❖ David Chatham
 - ❖ Shawn Allen
- **Staff present:**
 - ❖ Kathi Cook, Director of Community Development
 - ❖ Charlotte Christian, Economic Development Coordinator
 - ❖ Greg Mayfield, Development Authority Legal Counsel

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.

- ❖ Chairman Jack Nugent read the statement of purpose.

IV. CONSENT AGENDA

A. Approval of Meeting Minutes

- ❖ Board Member John Goss offered a motion to approve the Development Authority Meeting Minutes from October 18, 2022.
 - Board Members Morgan Smith and Jill Bernard seconded the motion.
 - The motion was approved 4-0.

V. OLD BUSINESS

A. Alpha Loop Foundation Memorandum of Understanding

- ❖ **DEFERRED:** *Given that Members John Goss and Morgan Smith were also members of the Alpha Loop Foundation board, they had made it known that they planned to recuse themselves from the vote on this item. Before calling the meeting to order, Chairman Jack Nugent noted that the Authority would not have quorum to vote on this item and made the determination to defer this item to a future meeting.*

VI. PARTNER UPDATE

A. Karen Cashion, CEO and President of Tech Alpharetta

- Ms. Cashion presented updates on Tech Alpharetta's most recent events and programing. Tech Alpharetta is currently housing 44 start-ups, 2 of which joined within the last 2 weeks, and several startups have received introductions to board enterprise companies. They have a women's forum mentorship program that currently connects female tech executives with female students at Innovation Academy High School and Morgan Stanley is currently working on an app that would allow them to expand that program.
- ❖ No action was taken on this item. This presentation was for information purposes only.

B. Deborah Lanham, CEO and President of the Alpharetta Chamber of Commerce

- Ms. Lanham presented updates on the Alpharetta Chamber's Downtown initiative including recent marketing promotions, planned events, membership, and the projected 2023 budget. A copy of that presentation is included as an attachment to these minutes.
- ❖ No action was taken on this item. This presentation was for information purposes only.

C. Charlotte Christian, City of Alpharetta Economic Development Coordinator

- Ms. Christian provided updates on the City's Economic Development division including upcoming corporate tours, recent involvement with industry conferences, and recent marketing initiatives.
- Ms. Christian also provided updates on research and planning initiatives including the Economic Strategic Plan, the ongoing LCI focusing on South Main, an active Request for Proposal for an LCI focusing on the Windward area, and the status of the Technical Assistance Panel application to the Urban Land Institute.
- ❖ No action was taken on this item. This presentation was for information purposes only.

D. Kathi Cook, City of Alpharetta Director of Community Development

- Director Cook provided a brief synopsis of the proposed development plan for the North Point Mall presented before City Council at their meeting on November 7, 2022. Director Cook explained that the applicant may reapply in 6 months.

❖ No action was taken on this item. This presentation was for information purposes only.

- Economic Development Coordinator Charlotte Christian discussed a preliminary plan for a bus tour for Development Authority members. Having requested availability from the Development Authority members, the tour has been tentatively scheduled for Monday, December 12th.
- Counselor Greg Mayfield explained that the logistics needed to adhere to the Open Meetings Act.

❖ Chairman Jack Nugent proposed the Authority at 12:45 p.m. on December 12, 2022, as a special session to vote on the Alpha Loop Foundation Memorandum of Understanding before departing on the tour.

- Ms. Christian noted that the public would be properly notified and invited to attend. She indicated that she and Economic Development Manager Lance Morsell would work with Mr. Mayfield to plan the meeting in accordance with the law.

VII. ADJOURNMENT

❖ With there being no further business to hear or discuss, Chairman Nugent adjourned the meeting at 6:12 p.m.

Respectfully submitted,
Charlotte Christian, Economic Development Coordinator



Alpharetta Development Authority Meeting

Tuesday, November 15, 2022



Progress Report Highlights – November 15, 2022

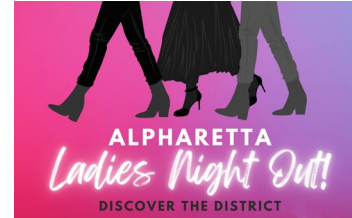
- DTA Website Gains Top Spot - #1 on Google Search results (#4 this past May 2022)
 - SEO goals reached
 - Added badges to DTA member businesses
 - Added Alpharetta Development Authority Board Members
- Digital Marketing Assets
 - Website – www.downtownalpharetta.com
 - DTA Logos
 - Social Media Profiles on FB, IG
- Downtown Business Leaders Meetings
 - Meet at City Hall first Wednesday of each month @ 2:00 – 3:00 PM
 - Engaging with business owners/managers and providing updates from city and other community partners like CVB
 - Listening to business share updates, concerns, ideas, questions, open dialogue and direct access to answers
- Advisory Council Recruitment
 - Time to recruit new members to ACR due to those who have dropped off. Seeing strong support from a few but need better representation from other pockets in the district.
- DTA Membership Growth – 52 Chamber Members



Highlights continued...

- Print Advertising Activity

- Appen Media ads for DTA/Ladies Night Out, Shop Local campaign
- Alpharetta Guidebook 2023
- James Magazine September/October issue pg. 45-49 feature on Alpharetta including DTA initiative



- Branded Collateral

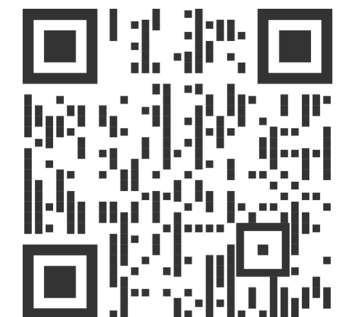
- DTA Stickers
- Window Clings for DTA Members
- Hats, T-shirts, other merchandise
- Banners, flags, floor banners
- Coasters for restaurants
- Signage for Sandwich boards



Highlights continued...

- Events
 - Food Truck Night Sponsor – August 2022
 - Ladies Night Out – September 2022
 - The Maxwell/Liberty Park Village Campaign – October 2022
 - Shop Local Shop Small – November 2022
 - Gift Wrap Shack – December 9, 2022
 - Sips of the Season – December 9, 2022

Alpharetta's
**SEASON of
CELEBRATION**



Selling the DTA



DISCOVER

The power of the Downtown Alpharetta District

Give your business the SUPPORT it needs and GROWTH you want!

JOIN

The Alpharetta Chamber

ACTIVATE

Member benefits

IGNITE

Marketing featuring YOUR business

ENGAGE

With small business owner network

HELP

Cultivate a strong DTA community

Become a part of the District, join online NOW! www.AlpharettaChamber.com

DISCOVER
The power of Membership



The Alpharetta Chamber believes strongly in creating a culture of friendship and collaboration. We are focused on serving the business community professionally, generously, and passionately. Our mission is to promote a vibrant business climate and economy while enhancing the quality of life within our surrounding community. We are a member-driven organization and activate a variety of benefits and business resources as a part of membership. When you join the Alpharetta Chamber you will receive:

- New member welcome gift
- Marketing features to promote your business
- Access to exclusive networking events
- Staples discount program
- Group health plan
- Notary and Certificate of Origin services
- Web advertising
- Business to business connections
- Board of Directors service opportunities
- Ambassador program



SCAN ME!

To learn more about the Alpharetta Chamber visit
www.AlpharettaChamber.com

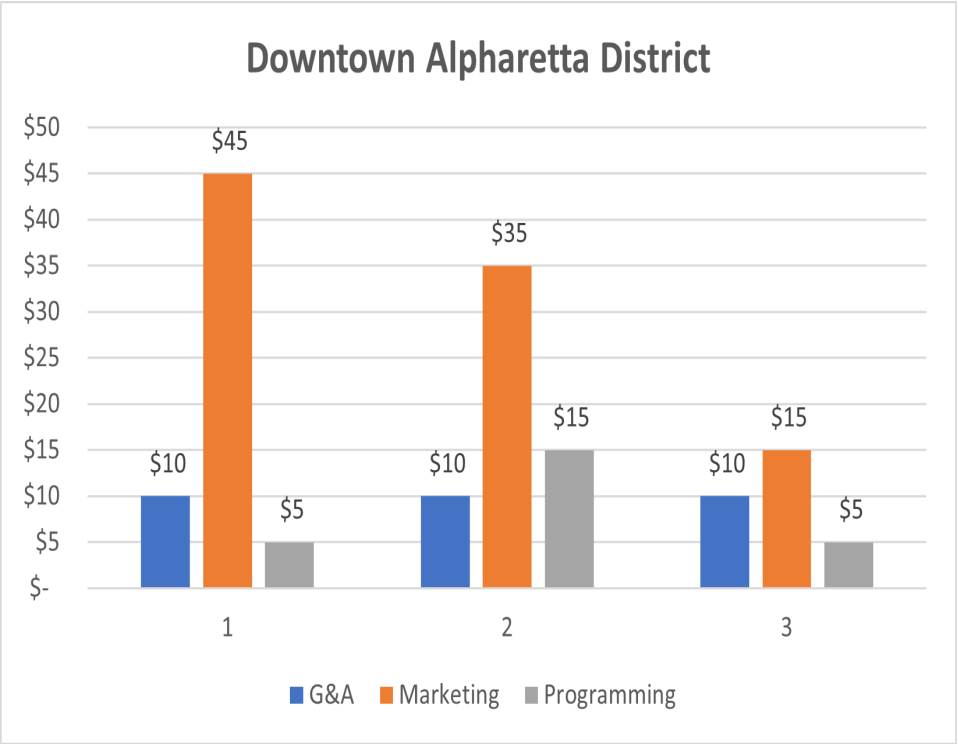


Downtown Alpharetta District is an economic development initiative formed between the Alpharetta Chamber of Commerce and Alpharetta Development Authority for the purpose of creating a cohesive marketing and event strategy that promotes business, drives traffic, attracts new visitors, and strengthens the vibrancy of the District.

To learn more about the Downtown Alpharetta District visit
www.DowntownAlpharetta.com

CONTACT:
Deborah Lanham
Alpharetta Chamber of Commerce
Deborah@alpharettachamber.com
404.545.0212

Funding Projections – Year 2



Contractual Investment Y2	\$60,000
Balance Forward	\$ 5,000
Annual website management/updates	\$21,000
Map & monthly maintenance	\$ 9,500
Digital Advertising/Print	\$ 7,500
Marketing/Branding	\$10,000
General and Administrative	\$12,000
Total	\$65,000

Thank you!





DEVELOPMENT AUTHORITY STAFF REPORT

SUBMITTING DEPARTMENT: ECONOMIC DEVELOPMENT

SUBMITTED BY: LANCE MORSELL

DRAFTED BY: LANCE MORSELL

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- I. AGENDA ITEM TITLE: ALPHA LOOP FOUNDATION WEBSITE MOU
 - II. RECOMMENDATION: APPROVAL OF THE ALPHA LOOP FOUNDATION
 - III. REPORT IN BRIEF: THE ALPHA LOOP FOUNDATION IS ASKING FOR A **\$20,000** DIRECT PAYMENT FOR THE CREATION OF A CENTRALIZED WEBSITE FOR THE GROUP. THE GOAL OF THIS WEBSITE IS TO FURTHER PROMOTE AND LEGITIMIZE THE FOUNDATION'S WORK. THIS INCLUDES INFORMATION ON THE LOOP ITSELF, EVENTS, AND A DIRECT DONATION PAGE.
 - IV. FISCAL IMPACT: **\$20,000** OF THE DEVELOPMENT AUTHORITY FUNDS
 - V. DISCUSSION:
 - VI. ATTACHMENTS:
 - Alpha Loop MOU

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is effective as of November 15, 2022, by and between the Alpha Loop Foundation, Inc., a Georgia nonprofit corporation (the “**Foundation**”), 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 Foundation is an Alpharetta-based, Georgia nonprofit corporation that promotes the experiential, multi-use trail network that is the Alpha Loop. The Alpha Loop is a major economic development driver for the City of Alpharetta; and

WHEREAS, the Authority deems it beneficial and appropriate to enter into this MOU with the Foundation 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 Foundation and the Authority as follows:

1. **Funding.** The Authority shall make funding available to the Foundation in an amount not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00), payable by the Authority to the Foundation after execution of this MOU (the “**Authority Funds**”). The Authority Funds shall be used solely for the professional design, creation, and development of high-quality website for the Foundation dedicated to promotion of the Alpha Loop and the Foundation’s work (the “**Website**”).

2. **Core Purposes.** The Foundation shall use the Authority Funds to build and implement the Website. The Website shall be designed, constructed, and operated in a manner that supports and promotes the Foundation’s mission and the activities, benefits, economic development, and growth of the Alpha Loop. The Foundation is positioned to be the organization that leads the success of the Alpha Loop forward. A thriving multi-use trail requires unity in purpose and mission, implementation of a competitive marketing strategy, and a consistent event and program calendar, all of which the Foundation shall work to promote. The Website shall deliver up-to-date information about the Alpha Loop and the various activities, meetings, and events involving the Alpha Loop community and provide visitors to the Website an opportunity to make direct donations to the Foundation in support of the Alpha Loop. The Foundation’s ability to receive direct donations for the Alpha Loop is critical in having a well-established and successful Website.

3. Expanded Activities and Strategies. The Foundation shall develop and execute the following activities and strategies:

- a) Engage a qualified professional website developer to design, create, and develop the Website;
- b) Pursue ongoing development of “Quality of Place” and “Quality of Life” recreation and culture via the Alpha Loop;
- c) Create and provide an accessible and convenient donation mechanism or portal through the Website that allows for direct investment in the Alpha Loop;
- d) Sponsor one to two annual events a year that promote the Alpha Loop and its broader economic development benefit to the community, and actively advertise and promote such events through the Website;
- e) Explore additional economic development opportunities; and
- f) Actively engage in long range master planning through regularly scheduled board meetings of Foundation Board of Directors.

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

- a) Provide regular written monthly updates to the Authority on the creation, implementation, execution, and operation of the Website;
- b) Work with the City of Alpharetta’s Economic Development staff to ensure compliance with this MOU and serve as a liaison to the Website design contractor;
- c) Plan and execute one to two annual events that promote the Alpha Loop and its economic vitality to the Alpharetta community;
- d) Coordinate with relevant City of Alpharetta Departments on any events planned that impact the community at large.

5. Funding/Sustainability. This one-time payment of Authority Funds is intended to fund the Foundation’s creation of the Website where information on the Alpha Loop trail, the Foundation, and access to donation platforms will be housed. This payment is not intended to serve as a Foundation-wide funding mechanism.

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

- a) Maintain the active engagement of the Foundation’s Board of Directors and staff in a strategic manner to promote the Alpha Loop;
- b) Further build the brand and digital marketing infrastructure of the Foundation and the Alpha Loop beyond the Website;
- c) Execute events and plan signature events that are specific to the Alpha Loop; and

- d) Increase engagement of proximate residents and visitors alike in the activities of the Alpha Loop.

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

8. 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 Foundation. 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.

9. 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.

10. 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.

ALPHA LOOP FOUNDATION, INC.

By: _____
John Goss, President

(SEAL)

**DEVELOPMENT AUTHORITY OF ALPHARETTA,
GEORGIA**

By: _____
Jack Nugent, Chairman

(SEAL)



DEVELOPMENT AUTHORITY STAFF REPORT

SUBMITTING DEPARTMENT: ECONOMIC DEVELOPMENT

SUBMITTED BY: LANCE MORSELL

DRAFTED BY: LANCE MORSELL

-
- I. AGENDA ITEM TITLE: WINDWARD TECHNICAL ASSISTANCE PANEL APPLICATION FUNDING
 - II. RECOMMENDATION: APPROVAL OF FUNDING FOR THE WINDWARD TAP
 - III. REPORT IN BRIEF: THE URBAN LAND INSTITUTE OF ATLANTA CONDUCTS TECHNICAL ASSISTANCE PANELS WHICH BRING IN A SPECTRUM OF EXPERTS AND PROFESSIONALS TO MAKE EDUCATED SUGGESTIONS IN TERMS OF LONG-TERM PLANNING. GIVEN THE DEVELOPMENT AUTHORITY'S INTEREST IN ACTIVATING OFFICE NODES, THE WINDWARD AREA HAS BEEN IDENTIFIED AS A HIGH PRIORITY AREA. THE TAP WILL HELP GUIDE ALPHARETTA IN ITS EFFORTS TO REACTIVE THESE SUBURBAN OFFICE AREAS ACROSS THE CITY. THE FINDINGS IN THIS REPORT WOULD LIKELY BE TRANSFERABLE TO OTHER AREAS IN THE CITY.
 - IV. FISCAL IMPACT: \$20,000 OF THE DEVELOPMENT AUTHORITY FUNDS
 - V. DISCUSSION:
 - VI. ATTACHMENTS:
 - Windward Technical Assistance Panel Application



Technical Assistance Panel (TAP) Agreement The Development Authority of Alpharetta

This Technical Assistance Program Agreement (“Agreement”) is entered into effective _____ by an agreement between ULI – The Urban Land Institute on behalf of the Urban Land Institute Atlanta (hereinafter “ULI”) and **The Development Authority of Alpharetta** (“Agency”). The foregoing entities are collectively referred to herein as the “Parties.”

SERVICES; SCHEDULE OF PERFORMANCE: The Services to be provided involve a technical assistance panel (“TAP”) to be held at a mutually agreed upon date in **April 2023** and entitled **Redevelopment Opportunities for Windward Tech District**. The TAP program and the schedule of services to be provided by ULI are more particularly described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference. Unless otherwise specified in Exhibit A, services on the TAP shall begin immediately and shall be completed on or about **June 30, 2023**, unless extended by the parties in writing. Both parties will be subject to the TAP Responsibilities referenced in Exhibit B and agree to the Proposed Agenda attached as Exhibit C to this Agreement.

STANDARD OF CARE: ULI shall perform all services under this Agreement in a skillful and competent manner, consistent with all applicable laws and with the educational mission of ULI. ULI warrants that all TAP work product will not infringe upon the intellectual property rights of any third party. Except as stated above, ULI makes no express or implied warranties regarding the work product to be provided hereunder, and all work product is provided “AS IS.”

COMPENSATION: Compensation for the above TAP services shall be **\$20,000.00**. The first installment of **\$10,000**, is due at the time this contract is signed by The Development Authority of Alpharetta. The second installment of **\$10,000** will be paid by The Development Authority of Alpharetta upon delivery of the final report.

In the event The Development Authority of Alpharetta cancels the panel assignment, the entity shall be responsible for any additional direct costs incurred by ULI over and above the first installment of \$10,000 up to the date of cancellation.

Use/Ownership of Work Product: Any work product arising from the TAP shall be considered a “work made for hire” and shall belong to the Agency, and any ULI recommendations arising out of the TAP may or may not be implemented by the Agency in its discretion. The Agency cannot change the recommendations or work product without ULI’s express consent. Notwithstanding the foregoing, it is further understood that ULI shall have a non-transferable royalty-free perpetual license to make such non-commercial use of the TAP work product as it may deem desirable, and the Agency hereby specifically agrees that ULI may publish and disseminate any TAP report or any part thereof in conjunction with its programs.

TERMINATION: This Agreement may be terminated in the event of a material breach by a party, which breach is not cured within fifteen (15) days after written notice thereof from the non-breaching party. If this Agreement is terminated for any reason prior to completion of the TAP project, ULI shall be entitled to be paid in full for those services adequately completed prior to the notification of termination.



Force Majeure: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration. In the event of such cancellation, ULI shall be paid the reasonable value of the services completed through the date of termination.

Notices: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. All notices and demands permitted or required to be given by either party to the other hereunder shall be deemed to have been fully given when deposited in the United States Mail, certified or registered, postage prepaid, and addressed as follows:

Agency: The Development Authority of Alpharetta, 2 Park Plaza, Alpharetta, GA 30009

ULI Atlanta: Daphne Bond-Godfrey, Executive Director, Urban Land Institute – Atlanta District Council
1389 Peachtree Street NE Atlanta, GA 30309

By giving notice, either Party may change the contact information.

Confidential Information: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Each Party shall presume all information received from the other Party or to which it gains access pursuant to this contract is confidential. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this Agreement or thereafter. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

Independent Contractor: ULI shall act as an independent contractor and not an agent, partner, employee, or joint venture with the Agency. All payments by the Agency shall be made on that basis and shall be without the withholding of any taxes.

INDEMNIFICATION: To the fullest extent permitted by law, ULI shall defend, indemnify and hold the Agency, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all third party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising from the gross negligence or willful misconduct on the part of ULI, officers, directors, employees, subcontractors, or agents in connection with the performance of this Agreement. Aggregate liability for damages of any nature shall be limited to the amount of the fee under this



Agreement. In no event will ULI responsible for incidental or consequential damages arising out of the services it provides under this Agreement.

GOVERNING LAW; VENUE: This Agreement shall be interpreted in accordance with the laws of the Georgia, without regard to its conflict of laws principles. Any action brought to interpret or enforce any term of this Agreement shall be brought in a court of competent jurisdiction in Georgia.

ASSIGNMENT; AMENDMENT: Neither Party may assign transfer this Agreement or any rights hereunder without the written consent of the other party. This Agreement may not be modified or altered except in writing signed by both parties hereto. Except to the extent expressly provided for in the termination paragraph above, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS: This Agreement represents the entire understanding of the parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

No Waiver. None of the terms or provisions of this Agreement shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Severability. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

Exhibits. The exhibits to this Agreement are incorporated by reference herein, and the Parties agree to comply with all the terms and conditions set forth in such exhibits. To the extent that there is a conflict between an exhibit and this Agreement, the terms of this Agreement shall control.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument and will be effective as of the Effective Date.



IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties by their authorized representatives have executed this Agreement effective as of the date first set forth above.

ULI – The Urban Land Institute, on behalf of ULI Atlanta

Daphne Bond-Godfrey
Executive Director, ULI Atlanta

Date

The Development Authority of Alpharetta

Chairman, Alpharetta Development Authority

Treasurer, Alpharetta Development Authority

Date



EXHIBIT A SCOPE OF SERVICES

Background

In 1960, Alpharetta was an agrarian community of just over 1,300 residents, but that began to change with construction of the 53-mile GA 400 freeway in the late 1960s. By 1971 a completed portion ran from Atlanta up to the Old Milton Parkway exit in Alpharetta, and by 1975 it had made its way up to Cumming, eventually terminating just south of Dahlonega, GA. With this major roadway connection in place, city leaders crafted future land use plans that set up zoning in the highway corridor for corporate office.

Much of today's Windward Tech District grew out of the ambitious 1980 proposal by Mobil Land Development for a 3400-acre planned development- including a 1300-acre man-made lake on the site. This development was one of the largest Planned Unit Developments at that time, with a size and scope not seen in the Southeast.

The technology infrastructure soon followed as the age of the internet took off and launched a need for higher speed connections for growing technology companies. The Development Authority of Alpharetta decided to focus on delivering a strong fiber optic network as a competitive draw to technology companies. Windward was the perfect location to provide that technological infrastructure to businesses.

Mobil Land's Windward project offered a connected lifestyle to residents wanting to live close to this thriving new job center, and soon Windward became home to several major fortune 500 companies and players in the FinTech community including ADP, Fiserv, Global Payments, and many more. In Alpharetta, Windward has the largest concentration of office space. Once Windward was the northernmost of the 5 largest clusters of office space in the Atlanta Metro, and Alpharetta made up over 10% of the metro's large office space while making up less than 2% of the metro's total population.

The Covid-19 pandemic threw the global economy into turmoil and has altered the way businesses operate for years to come. The rise of remote and hybrid modalities of work have had far reaching implications on the suburban office market for which Windward is well known. Today the Windward area has a 16% vacancy rate which is well north of its 10-year average of 9%. Within the past year, the Windward area has suffered the loss of major employers such as Synchrony. Synchrony and other major employers have cited the flight to a remote/hybrid workforce as reasons to shutter their Alpharetta physical locations.

Due to these global economic shifts, the Windward area looks forward to evolving into the next phase of its successful history. The Development Authority of Alpharetta is requesting the advice of a Technical Assistance Panel to identify specific steps to reinvigorate long term planning efforts for the Windward corridor, focusing on one study area to serve as a model for the rest of the Windward Tech District.

1. How does The Development Authority of Alpharetta activate office nodes in the Windward corridor following high vacancy rates after the Covid-19 pandemic?
2. What land-use decisions can be made to facilitate long-term economic sustainability for the Windward corridor? Specifically, how can The Development Authority of Alpharetta activate unused parking lots to encourage an experiential location.
3. How to leverage existing infrastructure such as the Big Creek Greenway to offer office-users a walkable, green environment.
4. Given a more hybrid working environment in the post pandemic world, what industries could flourish in the Windward corridor in this new reality?
5. How does The Development Authority of Alpharetta use branding and placemaking strategies to encourage a more vibrant place where employees and residents alike would want to be after business hours?

The Development Authority of Alpharetta is requesting that the Technical Assistance Panel examine the following area within the Windward Tech District for this study.



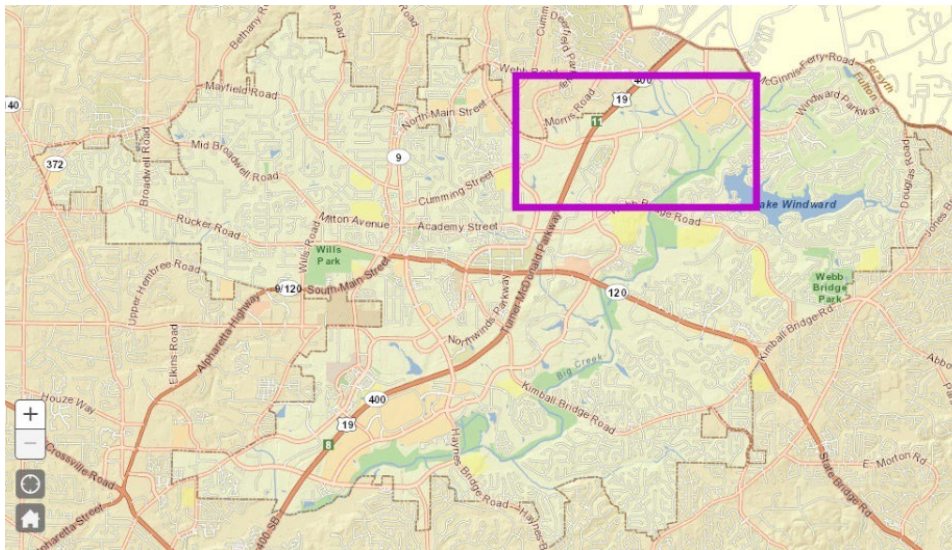
Site details:

1. Approximately 63-acres
2. Currently occupied by Windward Plaza and The Terraces at Windward parking lots



The City has a stated interest in understanding the redevelopment potential of underutilized properties in the Windward Tech District, particularly those covered by surface parking facilities, and that sentiment has been reiterated throughout the creation of the North Point Overlay District and the Horizon 2040 Comprehensive Plan.

The site in question contains the largest area of the potential underutilized properties that the City considered for this TAP. It also contains the widest variety of uses. This “Pod” within the Windward Master Plan (Planned Unit Development) was intended to serve as a retail and restaurant amenity to the surrounding office development. It contains a 2-story retail/restaurant complex, multiple office buildings, a hotel, and commercial outparcels. Any study of this area should focus on how to redevelop the target area while both opening the door to further redevelopment and maintaining or improving connectivity to the users of neighboring properties.



The purple rectangle shows the boundaries of the map in Figure 1 in the context of these locations within Alpharetta's city limits.

Local Funding

The Development Authority of Alpharetta would be the primary funding entity for the project. The Development Authority has legal authority to provide funding to facilitate projects or programs within the authorized purposes of the Authority; and to promote Economic Development initiatives within the City of Alpharetta. The Alpharetta Development Authority has been successful in recent years in promoting economic development activity via distributing authority funds to varying agencies and initiatives.

One example of the Development Authority funding past initiatives for economic development is the Alpharetta Chamber's Downtown Initiative (DTA). The DTA's focus is to promote businesses, events, and economic activity in the city's core Downtown district. Another example of Development Authority commitment to economic development is the funding it provides to Tech Alpharetta, the



city's tech incubator, to help cover part of the incubator's operating costs. The success of these different projects and the Development Authority's continued funding are proof of the commitment the City and Development Authority have to their initiatives.

Management Plan

The Development Authority of Alpharetta will also commit to providing all necessary logistical support for the TAP panel's visit including county tours, scheduling interviews and any other meetings, and local transportation. The team will be responsible for setting up any virtual or in-person meetings and site visits. Below is a table of team members. Other staff members or consultants may be invited to the process as needed.

Team	Title	Email	Phone
Kathi Cook	Community Development Director	kcook@alpharetta.ga.us	(678) 206-6051
Lance Morsell	Economic Development Manager	lmorsell@alpharetta.ga.us	(470) 989-0339
Brian Borden	Zoning Administrator	bborden@alpharetta.ga.us	
Eric Graves	Senior Engineer – Development Services	egraves@alpharetta.ga.us	
Charlotte Christian	Economic Development Coordinator	cchristian@alpharetta.ga.us	(678) 836-7328



EXHIBIT B TAP EXECUTION AND RESPONSIBILITIES

The execution of TAP projects need to remain flexible to both an in-person, digital, and/or hybrid format(s) if a health crisis should occur - which allows ULI and its members to continue to fulfill ULI's mission and provide strategic advice to communities while incorporating the latest CDC guidelines as part of the program's execution. At the present time, all of ULI's programs are in person but are subject to change providing the latest guidance from the CDC and the state of Georgia.

ULI Responsibilities:

- I. Pre-Panel Planning (8-10 weeks prior to the project)
 - Work with the Sponsor to arrange a standing planning call comprised of key members of ULI and the City's planning team identified in the management plan
 - Work with the Sponsor to develop a scope of work and define expectations, shape questions, and prepare for panel
 - Work with the Sponsor to develop overall objectives and the agenda for the TAP
 - Identify and secure expertise needed to complete assignment and appropriately staff the TAP (*i.e.*, subject matter experts, panelists, moderators, etc.)
 - Make recommendations to the Sponsor on community stakeholders that should be interviewed by panelists
 - Work with the Sponsor to prepare and deliver TAP briefing materials to all Panelists to be reviewed prior to panel day(s) (*i.e.*, maps, aerials, photos, supplemental reports, situational abstract, agenda, letter from ULI, etc.)
 - If appropriate, work with the Sponsor to devise a public relations/marketing strategy for the Panel, notifying appropriate press and stakeholders, and communicating Panel objectives to the local community

- II. Panel Day(s) (On-Site)
 - Work with the Sponsor to ensure tour and on-site logistics are complete
 - In a virtual format, provide sponsor all appropriate Zoom links for execution of stakeholder interviews, final presentation, and other panel meetings that require client attendance
 - Provide Technical Writer and TAP panel with all briefing materials in advance of the project
 - Ensure the agenda and timeline are followed and that all stakeholder interactions are conducted
 - Ensure that the ULI TAP panel is fully participating and engaged in the project
 - Any other duties as assigned to ensure the project's success



III. Post Panel (8-10 weeks out)

- Draft Panel report, obtaining input from Panelists and review of the Sponsor
- Within 8-10 weeks of completion of the TAP, provide a final report to the Sponsor in electronic format (pdf file) and 10 printed copies
- Provide the Sponsor with a PowerPoint overview of key recommendations
- If requested, conduct a presentation of the Panel recommendations to appropriate officials or staff (For an additional out of pocket fee, including hotel, meals, and travel of panel members)

IV. Report Contents (based on Sponsor objectives)

- Provide preliminary report-out of the TAP findings per the agenda outlined in Exhibit C;
- The final report will include the following elements: A lay-out of the Panel's assignment; an executive summary; a description of the project and SWOT analysis; recommendations, and next steps for implementation.

Client Responsibilities in a Virtual Format:

- Organize a site tour (including compiling a map for the TAP panel) of the Study Area the first day for approximately 15-20 people, including panelists, moderator, ULI TAP leaders and sponsor representatives. Due to COVID, this will be conducted either in a car caravan; a walking tour with mask and social distancing; or conducted in advance of day 1 on the TAP panel member's own time.
- Provide large maps of site, study area and any other relevant documents in a digital format.
- Sponsor to prepare and deliver TAP briefing materials to be shared with the Panelists for review prior to panel day(s) (*i.e.*, maps, aerials, photos, supplemental reports, situational abstract, agenda, letter from ULI, etc.) in a digital format.
- Lead and coordinate stakeholder interview scheduling. This includes identifying, inviting and confirming key stakeholder participants, as well as preparing them for nature of the interview.
- Review draft report for accuracy prior to publication. Provide any comments to the draft within two (2) weeks of receiving it.

Client Responsibilities for an In-Person Format:

- Organize a site tour with transportation (including compiling a map for the TAP panel) of the Study Area the first day for approximately 15-20 people, including panelists, moderator, ULI TAP leaders and sponsor representatives.



- Reserve meeting space for the first day of the TAP (starting at 8:00 a.m.) that is large enough to accommodate a group of 20, with space for multiple stakeholder interviews being conducted simultaneously, or a facility that includes breakout space.
- Reserve meeting space for the Panel on the second day of the TAP (full day). The room should be large enough to accommodate Panelists, moderator(s), TAP committee members, etc., as well as provide space for break-out sessions (for panelists) and seating for stakeholders and/or observers for the final presentation.
- Organize and pay for working meals (breakfast and lunch)
- Client arranges a dinner to include Panelists, moderator, ULI TAP leaders and Sponsor representatives (approximately 15 – 20 people) on the first night of the project.
- Provide large maps of site, study area and any other relevant large format images with the appropriate copyrights.
- Sponsor to prepare and deliver TAP briefing materials to be shared with the Panelists for review prior to panel day(s) (*i.e.*, maps, aerials, photos, supplemental reports, situational abstract, agenda, letter from ULI, etc.)
- Lead stakeholder coordination. This includes identifying, inviting and confirming key stakeholder participants, as well as preparing them for nature of the event.
- Review draft report for accuracy prior to publication. Provide any comments to the draft within two (2) weeks of receiving it.



EXHIBIT C SAMPLE AGENDA

Day 1 – SAMPLE

Conducted in-person

- 11:00 a.m. Introductions (30 mins) **Includes client team*
- 11:30 p.m. Walking/Driving tour of key sites in Alpharetta

**Facilitated by client team with transportation provided by client*
- 1:00 p.m. ULI Panel + Client working lunch (*Client organized*)
- 2:00 p.m. TAP panel gather for final touch base on interview assignments
- 2:30 p.m. Stakeholder meeting #1: 2 TAP panel members with 4-6 stakeholders.
- 3:30 p.m. Stakeholder meeting #2: 2 TAP panel members with 4-6 stakeholders.
- 4:15 p.m. Break
- 4:30 p.m. Panel report-out from stakeholder meetings
- 5:00 p.m. Day concludes
- 5:30 p.m. ULI TAP Dinner

(The client decides who the key stakeholders attending dinner would be)

Day 2 – SAMPLE

- 8:30 a.m. Breakfast (*Client organized*)
- 8:45 a.m. Revisit the Scope of Work and TAP Objectives



- 9:00 a.m. TAP panel report-outs from Day 1
- 10:00 a.m. SWOT Analysis and begin formulating recommendations
- 12:00 p.m. Working lunch for TAP panel (*Client organized*)
- 1:00 p.m. TAP panel will assemble report and begin compiling PPT
- 3:30 p.m. TAP panel presents findings to client
- 5:00 p.m. Day concludes// Hard-stop